Item #10

Date: February 8, 2024

To: Board of Directors

Submitted By: David Aranda, Interim General Manager

Presented: Director Sarah Gough

Subject: Final Presentation by the Police Department & District Office Permanent Location Committee & Recommendations

Recommendation

After the power point presentation comments and questions are welcome and the board should consider recommendation a. and the Board President act on recommendation b.

a. Motion to explore the KPPCSD property south of the Kensington Public Library on the Arlington Avenue as the permanent location for the Kensington Police Department & KPPCSD office, with the first step being authorizing the Interim General Manager David Aranda to enter into an agreement with a firm to survey the parcel, with a cost not to exceed $30,000.

b. Motion to dissolve the Police Department & District Office Permanent Location Committee effective Feb. 8, 2024.

Background

The property south of the Kensington Library is what the Board and staff will focus on moving forward for a new police building and permanent District offices. The next step is to consider the ability to build on the parcel south of the Kensington Public Library. Part of this action, followed by the presentation, questions and comments will be to approve the General Manager contracting with a surveying company to do the necessary survey on the property at a cost not to$30,000.

There are a number of attachments to this agenda item, all of which I hope is helpful in our discussion. First, find attached the charter of the Police Department & District Office Permanent Location Committee that was developed January 2023. Second, you will find a power point presentation of the final close out report from the committee. It would be appreciated to let Director Gough present the information with questions and comments being taken at the end of her presentation. Third, she will be referencing additional attachments that are part of this ASI. Fourth and finally, there is the need to continue to explore the ability to pursue building on this property

and a topo survey is the next logical step, followed by the second phase of the geotechnical engineer to determine the feasibility of the property for a police building.

Exhibit(s)

- Police Department & District Office Permanent Location Committee Charter that was developed January 2023
- Power Point Presentation
- Summary of Eminent Domain Steps
- Use of KPPCSD Park Property for Police Station Memo
- Alan Kropp Initial Geotechnical/Geologic Study Proposal

Police Department + District Office Permanent Location Committee

Committee Members:

- President Aquino-Fike
- Vice-President Gough

Purpose:

To investigate and recommend a permanent location for the police and district offices within the borders of Kensington. The Committee will consider, inter alia:

1. available commercial, land, and residential properties within Kensington's border
2. architecture plans submitted by Bart Jones
3. architecture plans submitted by Jim Watt

**The Committee will not consider properties located within Kensington Park, the Arlington Avenue parking lot, or in any other city/municipality's borders.*

Deliverables:

1. The Committee will provide public updates at regular monthly board meetings until a location is identified or the committee dissolves.
2. The Committee will provide a recommendation, including a thorough cost-benefit analysis of the top 2 location options, no later than 12 months from the committee formation date.

Limitations:

1. The Committee's final recommendation will be presented in a public board meeting. No vote or action will occur for at least 3 days following the public presentation to allow opportunity for board and community input.
2. No Committee member will commit to any contract or expenditure on behalf of the District without prior approval by the GM or the full board.
3. Committee members will direct all requests for information from staff through the GM, and will endeavour to keep all such requests to a minimum.

Timing:

The Committee will dissolve once a permanent location has been voted on by the full board or no later than 18 months from the committee formation date if no location has been approved.

KPPCSD Police Department & District Office Permanent Location Committee

Final Committee Recommendation

Agenda

Today's Road Map:

- Review of Committee's Mandate and Completion of Work
- Final Committee Recommendation to Board of Directors
- Requested Actions

Committee Background

- Committee was created by former President Aquino-Fike in the January 2023 meeting.
- In the interest of transparency, a written document laying out the committee's purpose and deliverables was shared with the public.
- This Committee did not pursue options outside the borders of Kensington. The committee mandate did not include this.

Committee Mandate

Purpose:

To investigate and recommend a permanent location for the police and district offices within the borders of Kensington. The Committee will consider, inter alia:

- Available commercial, vacant land, and residential properties within Kensington's borders
- Architecture plans submitted by Bart Jones + Jim Watt

Deliverables:

- Provide updates at monthly meetings until a location is identified or the committee dissolves.
- Provide a recommendation, including a thorough cost-benefit analysis of the top 2 location options, no later than 12 months from the committee formation date.

Options Considered To Date

The Committee explored:

- ✓ Reconsideration of the PSB, including plans submitted by Bart Jones and Jim Watt
- ✓ Commercial properties within Kensington
- ✓ Residential properties within Kensington
- ✓ Vacant land

In Addition, the Committee assessed the following options suggested by residents:

- ✓ EBMUD properties
- ✓ UUCB Rental Options
- ✓ County Properties
- ✓ Eminent Domain
- ✓ KPPCSD land south of the library

Recap:
Non-negotiable KPD Space Needs

Police Admin/Receptionist Workspace/Lobby Area	Computer Server/IT Room
Chief's Office	Some File Storage (secure)
Lieutenant's Office	Some Equipment Storage (secure)
Shared Sergeants' Office	Office Supplies/Printer Area
Patrol room with 2 workstations	Break Space
Police Support Staff Workspace	2 Bathrooms (staff only and staff/public)
Locker Room (all gender, 10 lockers)	Janitorial/Cleaning Storage
Evidence Storage Cabinet + Refrigeration	Secure parking for 7 patrol vehicles
Guns/Ammunition Storage Cabinet (secure)	

Recap:
Standard Police Dep't Space Needs

Conference/Meeting/Training Room Interview Room	File Cabinets for Personal Workstation Items
More Storage (equipment and files)	Gender Specific Locker Rooms and Showers
Additional Workstations (personnel)	Exercise Room
Individual Supervisor Offices (vs. shared)	Volunteer Workspace
Armory Room	Livescan Area
Evidence Room	Staff parking
Custody Processing Area	Visitor parking
Interview Room	

Recap of Options

Legend
Positive
Negative
Neutral

Possible Option	Available	Need to Purchase/ Lease Property	Counter-party/ Litigation Risk	Meets Min Requirements	Major Construction Involved
PSB	Maybe	Yes	Yes	No	Yes
Commercial	Maybe	Yes	Yes	Maybe	Yes
Residential	Yes	Yes	Yes	Maybe	Yes
Vacant Land (not KPPCSD property)	Yes	Yes	Yes	Maybe	Yes
EBMUD	No	Yes	Yes	Maybe	Yes
UUCB	No	Yes	Yes	Yes	Maybe
County Properties	Maybe	Yes	Yes	Maybe	Yes
KPPCSD land south of library	Yes	No	No	Yes	Yes
Eminent Domain	No	Yes	Yes	Yes	Yes

Assumptions

- The new police and district offices building will:
  - Be efficiently designed to satisfy police and district needs, approx. 2000-3000 sq ft.
  - Be directly accessible from Arlington Avenue.
  - Not be visible from the recreational areas of the park.
  - Not interfere with any other community activities/services in the area.
  - Be sensitive to the natural environment and surrounding neighborhood.

Recommendation

The KPPCSD south lot is our best option for permanently housing our police and district offices in Kensington.

Advantages:

- No cost to entry
- No counterparty risk
- Access can be achieved from the Arlington
- "Town Center" concept
- Contained scope (limit in sq ft, usage)
- Cleared by Legal, minimal risk of litigation
- Positive initial geotechnical report
- Positive feedback from several key stakeholders

Challenges:

- Drainage
- Traffic light
- New construction costs

Ballpark Cost Estimate - 2,000 sq ft

May 2023:

$1200 x 2000 sq ft = $2,400,000

20% design contingency = $480,000

18% soft costs = $432,000

Traffic Light = $500,000

Cost to Purchase Land = $0

Total = $3,812,000

February 2024:

$1800 x 2000 sq ft = $3,600,000

20% design contingency = $720,000

18% soft costs = $648,000

Traffic Light = $500,000

Cost to Purchase Land = $0

Total = $5,468,000

Ballpark Cost Estimate - 3,000 sq ft

May 2023:

$1200 x 3000 sq ft = $3,600,000

20% design contingency = $720,000

18% soft costs = $648,000

Traffic Light = $500,000

Cost to Purchase Land = $0

Total = $5,468,000

February 2024:

$1800 x 3000 sq ft = $5,400,000

20% design contingency = $1,080,000

18% soft costs = $972,000

Traffic Light = $500,000

Cost to Purchase Land = $0

Total = $7,952,000

Conclusion

- The advantages and opportunities of the south lot far exceed the challenges.
- There is no other option for moving our police *back* to Kensington that:
  - Satisfies our min. building requirements,
  - Does not compromise the quality of our police services/expose district to other risks.
- There are no inexpensive options.
- Grants and other funding measures will be proactively pursued.
- The KPPCSD is only at the start of analyzing the feasibility of the south side of the Library.

Requested Actions

1. Motion to direct the Interim General Manager to focus exploration of a new permanent location for the KPD and district offices on the KPPCSD property south of the Kensington Public Library on Arlington Avenue.

2. Formal request to the Board President to dissolve the Police Department & District Office Permanent Location Committee effective Feb. 8, 2024.

MEMORANDUM

TO:	Kensington Police Protection & Community Services District	**CLIENT-MATTER NO.** 83892.00003**:**
FROM:	BB&K, Ann Siprelle	
DATE:	January 30, 2024	
RE:	Acquisition by Eminent Domain - Procedural Steps and Issues	

Entry Onto Property Before Condemnation

- As part of determining if it wants to acquire property, the District may enter property to make photographs, studies, surveys, examinations, tests, soundings, borings, samplings or appraisals.

- The District must either obtain written consent of the owner for entry on to the property or an order from the superior court.

Initial Steps to be Considered Prior to Commencing Condemnation

- Precondemnation Statutory Obligations

  - As a preliminary step to appraising the property, the District must give the property owner written notice of its intent to appraise the property.

  - Once the appraisal of the property is completed and approved by counsel, the Board would need to meet in closed session, approve the appraisal and set just compensation based on the amount of the appraisal, and authorize staff and counsel to make an offer to purchase to the property owner based on the amount of the appraisal. (That is, the District may not offer the property owner less than the amount of the approved appraisal.)

  - Once the offer is sent to the property owner, the District could then engage in open negotiations with the property owner. How long the District engages in negotiations, before taking the next step (conducting a Resolution Of Necessity hearing) would depend on the progress of the negotiations and the District's schedule.

  - During such pre-condemnation negotiations, the District should not indicate that it has already decided to commence eminent domain proceedings.

- Environmental Review

- Concurrent with the appraisal, offer, and negotiations process, the District would need to make certain that its acquisition and the overall project complied with the requirements of the California Environmental Quality Act ("CEQA").

- Hearing on Resolution of Necessity

  - The adoption of a Resolution Of Necessity authorizes the District to commence eminent domain proceedings. The Resolution must be adopted before an eminent domain action may be filed in superior court.

  - Notice of the hearing for consideration of the Resolution must be given to the owner of the subject property whose name and address appears on the last equalized county assessment roll. The owner has fifteen (15) days after mailing of the notice to request to be heard at the hearing. The hearing must be held by the Board at a meeting where any parties requesting a hearing are given an opportunity to be heard.

- Contents of the Resolution Of Necessity

  - At the hearing, staff would make an oral (and perhaps visual) presentation to the Board regarding the property acquisition and project, and address the following issues, each of which would be findings that the Board would have to make in order to adopt a Resolution Of Necessity:

    1. That the public interest and necessity require the proposed project;

    2. That the proposed project is planned or located in a manner that will be most compatible with the greatest public good and least private injury;

    3. That the subject property is necessary for the proposed project; and

    4. That the written offer to purchase has been made.

  - The Resolution Of Necessity must be adopted by two-thirds vote of the voting members of the Board (not merely two-thirds of the members present).

Filing an Eminent Domain Lawsuit

- If and when the District adopted a Resolution Of Necessity for eminent domain, the District's next step, if it were unable to negotiate a purchase with the owner, would be to file a civil eminent domain action against the property owner. The length of time necessary to complete that lawsuit, and the cost involved, is difficult to predict. The timing and expense depends a great deal on the response of the property owner. For example, the property owner could choose not to contest the lawsuit.

- The lawsuit must be filed within six (6) months of adoption of resolution of necessity; otherwise, the resolution may be set aside or the agency may be sued for inverse condemnation.

- If the property owner contests the lawsuit and seeks greater compensation, the lawsuit could take a year to a year and a half to complete.

- The District's legal expenses would depend on the amount of discovery taken in the lawsuit, the number of expert witnesses involved, and the length of the trial. If the District got to the point of eminent domain litigation, counsel could provide the District with incremental budgets for the various phases of the litigation. This approach is preferred because the District's overall approach should be to consider the prospects of settlement at each milestone, and these incremental litigation budgets would help the Board, staff, and legal counsel analyze settlement prospects along the way. In other words, the District should not look at any individual step, such as adopting a Resolution or filing the eminent domain lawsuit, as "crossing the Rubicon" to all out war.

Possession Before Trial

- The District may apply to the court at any time after filing the complaint for an order for immediate possession. The District must satisfy the court that it has the power of eminent domain and that it has deposited with the court the probable amount of compensation to be paid to the land owner based upon the appraisal.

- Immediate possession may be granted in three (3) days if the court finds an urgent need and that possession will not displace or unreasonably affect any person in actual possession.

- Property occupied by a home, business or farm can be occupied by the District ninety (90) days after service of the order of possession, and in all other cases, after thirty (30) days.

Activities After Action Filed

- Sixty days before trial, the parties will exchange appraisal information, including the identity of their expert witnesses for trial and any appraisal figures that will be relied upon at trial. Significantly, although the District could get an appraisal figure or settlement demand from the property owner before this exchange, the District cannot compel the property owner to provide an appraisal figure or settlement demand before then.

- At least twenty (20) days prior to the date of trial, the District must file with the court its final offer of compensation and defendant/property owner must file its final demand for compensation. If the court finds that the ultimate offer by the District was unreasonable in light of the evidence admitted and compensation awarded, the court can award the property owner its litigation expenses incurred, (this includes attorneys' fees, expert witness fees, and certain costs).

Trial

- Compensation shall include the value of the property actually taken, the amount of damage, if any, to the remainder, less the amount of the benefit, if any, to the remainder, and compensation for loss of goodwill if a business is involved.

- Eminent domain trials are entitled to time preference over other trials.

Post-Judgment Activity

- The judgment must be paid within thirty (30) days after it becomes final. Failure to pay within that time entitles the defendant to move for the dismissal of the eminent domain action.

- The amount awarded bears interest from the earliest of the following dates:

  - The date of entry of judgment.

  - The date the District takes possession of the property.

  - The date after which the District is authorized to take possession of the property by an order for possession.

BBK
BEST BEST & KRIEGER LLP
ATTORNEYS AT LAW

Memorandum

To: Board of Directors of KPPCSD

From: Ann M. Siprelle

Date: January 8, 2024

Re: Use of KPPCSD Park Property for Police Station

At the request of Interim General Manager David Aranda, I have reviewed the Grant Deed dated January 31, 1996 by which the Richmond Unified School District granted the park property ("property") to the Kensington Police Protection and Community Services District ("KPPCSD"); and the documents relating to the Limited Obligation Improvement Bonds issued in 1995 to finance the acquisition of the property and construction of certain improvements on the property. The purpose of my review was to determine whether these documents contain any limitation or restriction on KPPCSD's future use of the property.

I have concluded based on my review that: (1) the grant deed did not contain any use restrictions; and (2) the bonds, which since have been closed out, likewise did not in any way limit the future uses of the park property. Accordingly, neither the grant deed nor the bond issuance restrict the KPPCSD's ability to construct a police station on the property.

In addition, I have conferred with the District's former legal counsel, and she concurs with my conclusions.

ALAN KROPP
& ASSOCIATES, INC.
GEOTECHNICAL
CONSULTANTS

ALAN KROPP, CE, GE
JAMES R. LOTT, CE, GE
JEROEN VAN DEN BERG, CE
THOMAS M. BRENCIC, CE

October 10, 2023
P-9279, L-33184

David Aranda
Kensington Police Protection & Community Services District
217 Arlington Avenue
Kensington, CA 94707

RE: Initial Geotechnical/Geological Studies
Police Department Building Site
Kensington, California

Dear Mr. Aranda:

This letter presents our proposal to perform initial geotechnical/geologic studies for a possible new Kensington Police Protection & Community Services District (KPPCSD) facility. The property under consideration for this project is a large, vacant parcel along the east side of Arlington Avenue, immediately south of the Kensington Library. The property slopes downhill to the west, toward Arlington Avenue. No conceptual plans for the site have been developed, but the facility will likely include a main building (with perhaps 3,000 square feet of floor space), parking for 10 to 12 vehicles, and an access driveway from Arlington Avenue.

The site is located within the Alquist-Priolo Earthquake Fault Zone (APEFZ) established by the State of California around the Hayward fault. In addition, landslides have been mapped in areas northwest and southwest of the site. To provide an initial indication of the viability of the site from a geotechnical/geologic hazards standpoint, we propose to perform an assessment based on data which currently exists, Subsurface exploration would be performed during a future phase of investigation if the proceed proceeds beyond the initial studies, and is not included in the cost of initial work.

PURPOSE AND SCOPE OF WORK

The purpose of our services in this initial study would be to assess whether the site looks viable for the proposed development from a geotechnical/geologic hazards standpoint.

Our scope of work would include:

- Reviewing key relevant published geologic maps and reports;
- Reviewing available consultant reports for the immediate area;
- Performing a reconnaissance of the site and vicinity to observe current site conditions and possible evidence of obvious geologic concerns;

- Compiling and reviewing the collected data; and

- Preparation of an initial geotechnical/geologic study report presenting our analyses and including our conclusions regarding the viability of the site for the proposed development from a geotechnical/geologic hazards standpoint. In order to reduce paper waste, our report will be submitted to you in an electronic PDF format only, unless we receive a specific request from you for print copies.

PROJECT COST

We would perform this initial study in accordance with the attached schedule of charges. Our cost for this job would be a lump sum of $5,900.

SCHEDULE

We estimate that the study can be completed within about four weeks of authorization.

FUTURE CHARGES

Please note that our scope does not include any meetings during or following our initial study. Although we would be pleased to attend meetings, time spent at the meetings would be billed in addition to our lump sum cost.

Also, as noted above, detailed subsurface exploration and other elements of study would be needed if the project proceeds beyond this initial phase. The cost for that work can be provided after conceptual development plans have been prepared.

LIMITATIONS

This firm's services would be performed in accordance with generally accepted geological and geotechnical engineering principles and practices. This warranty is in lieu of all other warranties, either expressed or implied.

AUTHORIZATION TO PROCEED

If the scope and cost of this proposal are acceptable to you, please indicate your authorization to proceed by returning one signed copy of this letter to our office.

Thank you for considering our firm. If you have any questions, please call us.

Very truly yours,

Alan Kropp, G.E.
Principal Engineer

AK/jc

Copies: Addressee (PDF) – daranda@kppcsd.org

Attachment: Schedule of Charges and Terms

Any modifications or additions to this proposal must be countersigned by a representative from Alan Kropp & Associates, Inc., to be considered valid.

I have read and agree to the provisions contained in both the proposal and the attached Schedule of Charges and Terms:

Approved by _____ Title _____ Date _____

ALAN KROPP & ASSOCIATES, INC.
STANDARD SCHEDULE OF CHARGES AND TERMS
FOR 2023 (Effective January 1, 2023)

CHARGES

Lump Sum Agreement: If Alan Kropp and Associates, Inc. (hereafter designated AKA) services are performed for a lump sum fee, the Client agrees to pay the lump sum fee stated in the proposal letter.

Time and Materials Agreement: If AKA services are performed on a time-and-materials basis, the Client agrees to pay AKA in accordance with the following schedule of charges:

Personnel	
Principal Engineer	$325/hour
Principal Geologist	$255/hour
Associate Engineer	$260/hour
Senior Engineer	$235/hour
Senior Geologist	$230/hour
Project Engineer II	$190/hour
Project Engineer I	$175/hour
Project Geologist	$165/hour
Staff Engineer II	$155/hour
Staff Engineer I	$145/hour
Staff Geologist	$145/hour
Junior Engineer	$125/hour
Senior Engineer Tech	$155/hour
Engineering Technician	$135/hour
Engineering Assistant	$115/hour
CAD/GIS Specialist	$145/hour
Technical Illustration	$120/hour
Word/Data Processing	$100/hour

Depositions, Arbitrations, Mediations, and Court Appearances	
Principal Engineer	$625/hour
Associate Engineer	$505/hour

AKA Library Charges	
Aerial Photographs	$75/pair
Historical Consultant Data	$150/report

Equipment*	
All Vehicles	$0.70/mile
Nuclear Gauge Testing	$15.00/test
Slope Inclinometer Probe	$150/½-day
	$200/full day
Electronic Manometer	$100/day

Laboratory Testing**	
Moisture Content (ASTM D 2216)	$45.00
Moisture and Density (ASTM D 2937)	$60.00
Sieve w/Percent Passing #200 (ASTM D 422)	$155.00
Sieve w/Hydrometer (ASTM D 422)	$260.00
Percent Passing #200 Wash (ASTM D 1140)	$110.00
Plastic and Liquid (Atterberg) Limits (ASTM D 4318, Method B)	$240.00
Unconfined Compression (ASTM D 2166)	$125.00
Modified Proctor Compaction – 4" Mold (ASTM D 1557)	$335.00
Modified Proctor Compaction – 6" Mold (ASTM D 1557)	$415.00
Modified Proctor Compaction Check Point (ASTM D 1557)	$150.00

*Charges for other equipment can be quoted at time of usage.
**Additional testing may be provided by independent laboratory and will be billed at cost plus 15 percent.

These rates will be charged for work performed during this current year. Work continuing into the following year or years will be charged at the new year's rate or rates. Work required over eight hours on a weekday or on a Saturday will be billed at 1.5 times the rates shown above. On our invoice, this will be accommodated by increasing the amount of hours worked by 50%. Work required on Sundays or holidays will be billed at 2.0 times the rates shown above. On our invoice, this will be accommodated by increasing the amount of hours worked by 100%. Services will be charged in ¼-hour increments, with time rounded upward to the nearest ¼ hour. There will be a minimum charge of ½-hour engineering assistant time, as well as a minimum charge of ½-hour engineering time, to set up each job. Project related charges incurred prior to contract authorization are customarily incorporated into total project charges upon contract authorization. Any time spent out of the office is charged on a portal-to-portal basis, including mileage.

Miscellaneous Charges: Drilling and backhoe services, special and consultant fees, permits, bridge tolls, insurance, fares, telegrams, shipping, special equipment rental, printing, reproduction, and other similar project-related costs are billed at cost plus 15 percent.

COOPERATION AND PROJECT UNDERSTANDING

Client will make available to AKA all information regarding past, existing, and proposed conditions of the site. The information shall include, but not be limited to, plot plans, topographic surveys, hydrographic data, and previous soil data including borings, field or laboratory tests, and written reports.

Client will immediately transmit to AKA any new information that becomes available or any change in plans.

AKA shall not be liable for any incorrect advice, judgment, or decision based on any inaccurate information furnished by Client, Client's agents or Client's other consultants, and Client will indemnify AKA against claims, demands, or liability arising out of or contributed to by such information.

No warranty of any kind whatsoever, expressed or implied, is made or intended in connection with the work to be performed by AKA or by the proposal for consulting or other services or by the furnishing of oral or written reports or findings made by AKA. No guarantee is given that reviewing bodies will grant project approval based on the work performed by AKA. If additional studies are required by such reviewers, Client will have the option of requesting the additional work be performed by AKA at additional cost or that no further work be performed by AKA and all outstanding invoices be paid.

PROJECT SITE

Client shall grant free access to the site for all necessary equipment and personnel. The Client shall notify any and all possessors of the project site, that Client has granted AKA free access to the project site. The acquisition of, and the payment for, any necessary permits, easements or other site approvals shall be the responsibility of the Client.

Client shall take reasonable steps to see that the property is protected, on and off site. AKA will not be responsible for damage to lawns, shrubs, landscapes, walks, or sprinkler systems, caused by movement of earth or equipment unless a specific agreement is made to the contrary.

Client shall locate for AKA and shall assume responsibility for the accuracy of his representations as to the locations of all known underground utilities and installations. AKA will not be responsible for damage to any such utilities or underground facilities, the locations of which were not known or accurately disclosed by Client. Client agrees to defend, indemnify and hold AKA harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. Any such damage may, at AKA's option, be repaired by AKA and billed at cost to Client.

AKA shall backfill all borings or excavations on completion of their work unless monitoring of groundwater depth is appropriate. Settlement of the backfill may occur and the Client shall fill holes as required.

SAMPLES

AKA will retain all soil and rock samples for 30 days after the issuance of the report or notification to terminate work. If Client desires extended storage, the Client shall notify AKA prior to the expiration of this period. Extended storage or transfer will be at Client's expense.

SAFETY

AKA will not be responsible for the general safety on the site or the work of contractors and third parties.

INVOICES

AKA will submit invoices to client monthly, at other intervals appropriate to the project, or upon completion of services at the option of AKA. Our fees will be billed using an invoice format produced by a standardized accounting software package. Invoices will show hours, rate, and total charges broken down by personnel for services rendered during the billing period. A more detailed separation of charges and backup data will be provided upon Client's requests, but at additional costs.

Requests for a basic description of services performed will be provided at a minimum charge of $25.00 per invoice. A basic description will categorize the work performed on each day, i.e. site visit, phone call, meeting. Requests for more specific descriptions of services performed will be provided at our normal hourly rate shown on this Schedule of Charges and Terms.

BILLING AND PAYMENT

Invoices will be submitted to Client by AKA, and will be due and payable upon presentation. If Client objects to all or any portion of any invoice, Client will so notify AKA in writing within fourteen calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty days from date of invoice. Client will pay an additional charge of one and one-half percent per month on any delinquent amount, except any portion of the invoiced amount in dispute and resolved in favor of Client. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by the Client to AKA per AKA's current fee schedules. In the event Client fails to pay AKA within sixty days after invoices are rendered, Client agrees that AKA will have the right to consider the failure to pay AKA's invoice as a breach of this AGREEMENT.

OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by AKA, as instruments of service, shall remain the property of AKA. AKA will retain all pertinent records relating to the services performed for a period of 5 years following submission of the report. Client shall notify AKA promptly if a longer retention time is required (as for FEMA or Federal Government reimbursements).

DISPUTES

In the event that Client makes a claim, at law or otherwise, against AKA for any alleged error, omission, or other acts arising out of performance of the professional services of AKA, and Client fails to prove such claim upon final adjudication, then Client shall pay all costs incurred by AKA in defending themselves against the claim, including, but not limited to, personnel-related costs, attorney's fees, court costs, and all other claim-related expenses. All disputes, claims, and other matters in controversy between Client and AKA arising out of or in any way related to this AGREEMENT will be submitted to alternative dispute resolution such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law.

If any provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect and are binding on AKA and Client.

STANDARD OF CARE

Services performed by AKA under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and in the same locality. Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by AKA and that the data, interpretations and recommendations of AKA are based solely on the information available. AKA will be responsible for the reasonable development of those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

LIMITATION OF LIABILITY

In order for client to obtain a lower fee from AKA, among other benefits, and in order for AKA to reduce its residual risk created by providing services to client, client and AKA agree that, to the fullest extent permitted by law, AKA's total aggregate liability to client is limited to $50,000 or the fee, whichever is higher, for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's and expert witness fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, AKA's negligence, errors, omissions, breach of contract, breach of warranty, strict liability, negligent misrepresentation, statutory liability, or other acts giving rise to liability based upon contract, tort, or statute. Client understands that dollar limits higher than $50,000 are available, and that AKA might be willing to waive the limitation of liability altogether. (If client wishes to discuss other limits or the possibility of waiving this provision, and the resulting impact on AKA's retained risk and fee, client shall so notify AKA in writing. If client fails to issue such notification prior to accepting this AGREEMENT, through signature or, without signature, by orally or in writing authorizing AKA to commence services, client shall be deemed to have accepted the limit of $50,000 or the fee, whichever is higher.) This provision takes precedence over any conflicting provisions of this AGREEMENT.

INSURANCE

AKA represents and warrants that it maintains workers' compensation, commercial general liability, automobile liability, and professional liability insurance policies. Certificates for all such policies of insurance shall be provided to client upon request in writing. Listings as additional insured on any of our policies will be charged to the client at a fee of $125 for each occurrence. AKA shall not be responsible for any loss, damage, or liability beyond the amounts, limits and conditions of such insurance. AKA shall not be responsible for any loss, damage, or liability arising from any negligent acts by Client, its contractors, agents, staff, and other consultants employed by it.

INDIVIDUAL RESPONSIBILITY

The individual or individuals who sign this Contract on behalf of Client guarantee that Client will perform its duties under the Contract. The individual or individuals so signing this Contract warrant that they are duly authorized agents of the Client.

TERMINATION OF AGREEMENT

In the event that either party desires to terminate this Contract prior to completion of AKA's work on the project, written notification of such intention to terminate must be tendered to the other party. In the event that Client notifies AKA of such intention to terminate AKA's services prior to completion, AKA reserves the right to complete such analysis and records as are necessary to place files in order, to dispose of samples, put equipment in order, and (where considered necessary to protect AKA's professional reputation) to complete a report on the work performed to date. In the event that AKA incurs cost in Client's termination of this AGREEMENT, a termination charge to cover such cost shall be paid by Client. In the absence of a notification of termination, this AGREEMENT shall continue in full force and effect until such time as AKA has completed its services.

BANKRUPTCY

If Client or AKA should become bankrupt or make an assignment for the benefit of creditors, AKA, or its trustee in bankruptcy, shall be paid the reasonable value of all work theretofore performed, and the obligations of all parties under this Contract shall thereupon terminate. In determining reasonable value under this paragraph, the Contract price shall be deemed reasonable.

DELAY

AKA will be excused for any delay in completion of the Contract caused by acts of God, acts of Client or Client's agent, inclement weather, labor trouble, acts of public utilities, public bodies or inspectors, extra work, failure of Client to make payments promptly, or other contingencies, unforeseen by AKA and beyond the reasonable control of AKA. Additional costs incurred by AKA as a result of a delay caused by factors beyond the control of AKA shall be paid by Client, even if they exceed previously agreed-upon charges.

ASSIGNMENTS

Neither the Client nor AKA may delegate, assign, sublet, or transfer his duties or interest in this AGREEMENT without the written consent of the other party.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Client warrants that a reasonable effort to inform AKA of known or suspected hazardous materials on or near the project site has been made.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. AKA and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. AKA and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for AKA to take immediate measures to protect health and safety. Client agrees to compensate AKA for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.

AKA agrees to notify Client when unanticipated hazardous materials or suspected materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold AKA harmless for any and all consequences of disclosures made by AKA, which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the AGREEMENT, Client waives any claim against AKA, and to the maximum extent permitted by law, agrees to defend, indemnify, and save AKA harmless from any claim, liability, and/or defense costs for injury or loss arising from AKA's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value.

Client will be responsible for ultimate disposal of any samples secured by AKA, which are found to be contaminated.

ALAN KROPP
& ASSOCIATES, INC.
GEOTECHNICAL
CONSULTANTS

ALAN KROPP, CE, GE
JAMES R. LOTT, CE, GE
FREDERICK MAURER, CE, GE
JEROEN VAN DEN BERG, CE
THOMAS M. BRENCIC, CE

November 15, 2023
P-9279, L-33224

David Aranda
Kensington Police Protection & Community Services District
217 Arlington Avenue
Kensington, CA 94707

RE: Initial Geotechnical/Geological Studies
Police Department Building Site
Kensington, California

Dear Mr. Aranda:

At your request, we have performed initial geotechnical/geologic studies for a possible new Kensington Police Protection & Community Services District (KPPCSD) facility. No conceptual plans for the site have been developed, but the facility will likely include a main building (with perhaps 3,000 square feet of floor space over one or two stories), parking for 15 vehicles, and an access driveway from Arlington Avenue. Given the sloping terrain on the site, some grading will be necessary.

GENERAL SITE DESCRIPTION

The property under consideration for this project is a large, vacant parcel along the east side of Arlington Avenue, immediately south of the Kensington Library. The property slopes downhill to the west, toward Arlington Avenue. This location is illustrated on Figure 1, Site Plan. It should be noted the boundaries shown on this figure are approximate, and based on general parcel outlines we obtained; the actual site boundaries should be established by a professional land surveyor.

PURPOSE AND SCOPE OF WORK

The purpose of our services in this initial study was to assess the viability of the site for the proposed development from a geotechnical/geologic hazards standpoint.

Our scope of work would included:

- Reviewing key relevant published geologic maps and reports.
- Reviewing available consultant reports for the immediate area.
- Performing a reconnaissance of the site and vicinity to observe current site conditions and possible evidence of obvious geologic concerns.

- Compiling and reviewing the collected data.

- Preparation of an initial geotechnical/geologic study report presenting our analyses and including our conclusions regarding the viability of the site for the proposed development from a geotechnical/geologic hazards standpoint.

PUBLISHED DATA

1. Topography and Geology

The topographic map for this area (the Richmond Quadrangle) prepared by the United States Geological Survey (USGS) indicates the site is located in an area of moderately sloping terrain near the crest of the northern Berkeley Hills. The northern corner of the site is the highest point on the parcel and has an elevation of approximately 660 feet (mean sea level datum), while the southern corner is the lowest point and has an elevation of about 600 feet.

The site is located in the northern portion of the Coast Ranges geomorphic province of California. The oldest widespread rocks in the region are highly deformed sedimentary and volcanic rocks of the Mesozoic Age (the period from 225 million to 65 million years before present) Franciscan Assemblage. These rocks are in fault contact with similar-age sedimentary rocks of the Mesozoic Age Great Valley Sequence, and sometimes are overlain by Mesozoic age volcanic rocks which belong to the Coast Range Ophiolite. The Mesozoic rocks are, in turn, overlain by a diverse sequence of Tertiary Age (the period from 65 million to 1.8 million years before present) sedimentary and volcanic rocks. Since their formation, the Mesozoic and Tertiary rocks have been extensively deformed by repeated episodes of folding and faulting (Dibblee, 2005; Graymer and others, 1996; and Radbruch and Case, 1967).

A geologic map of the area (Graymer, 2000) indicates that the site is locally within a complex geologic environment of many of the bedrock units described above. A copy of the portion of the Graymer map that includes the site is presented as Figure 2, Geologic Map. This figure illustrates that the Graymer maps the site as underlain by serpentinite (sp), a unit within the Franciscan Assemblage. Nearby, volcanic keratophyre bedrock (Jsv, belonging to the Coast Range Ophiolite), as well as sedimentary bedrock of the Knoxville Formation (KJk, part of the Great Valley Sequence) and mélange units associated with the Franciscan Assemblage are all present.

2. Landslides

As a result of the shearing from episodes of folding and faulting, a number of landslides are present in the Kensington area. One landslide map series often cited for Bay Area sites are the preliminary photo-interpretive landslide maps by Tor Nilsen of the USGS; in the subject area the relevant map is for the Richmond Quadrangle (Nilsen, 1975). A copy of the portion of the Nilsen map of the study area is presented as Figure 3, Landslide Map 1. This map indicates the site is within a graded area in the upper reaches of a queried massive landslide complex that underlies most of Kensington and a large part of El Cerrito. Although we have seen that many other Bay Area landslide maps by Nilsen illustrating smaller landslide deposits are fairly reliable, we believe that the photographic interpretation technique without field verification is not reliable for these massive landslide areas (and that perhaps why Nilsen has designated them as “queried” or uncertain). In contrast, the landslide mapping by the California Division of Mines and Geology (now the California Geological Survey) in their 1973 study of El Cerrito, Richmond, and San Pablo (which also included Kensington) is more reliable regarding the locations of landslides in the

Kensington area. A copy of the portion of the CDMG map of this area from their 1973 publication is presented as Figure 4, Landslide Map 2. This map indicates the large Blakemont landslide is immediately adjacent to the northwest corner of the site (but does not encroach into it), and a very small landslide deposit is present about 1,000 feet east of the site.

3. Faulting and Seismic Shaking

Seismic activity within the northern Coast Ranges is generally associated with active faults belonging to the San Andreas system of faults, including major active structures both east and west of the site. The principal active faults in the region are the Hayward-Rodgers Creek fault, mapped approximately 300 feet southwest of the site; the San Andreas fault, 18.5 miles to the west; and the Calaveras fault, 13 miles to the southeast. Other major active faults in the region include the San Gregorio fault, approximately 21.5 miles to the west; the Greenville fault, 18.5 miles east; the Concord-Green Valley fault, 14 miles northeast; and the West Napa fault, 18.5 miles northeast (Jennings and Bryant, 2010). Table 1 summarizes the fault parameters of selected known active faults closest to the site and Figure 5, Regional Active Fault Map provides locations of the key faults:

Table 1. Fault Parameters

Fault	Distance and Direction from Site[1]	Maximum Moment Magnitude
Hayward-Rodgers Creek	300 feet southwest	7.6
Calaveras (north of Calaveras Reservoir)	13 miles southeast	6.8
Concord-Green Valley	14 miles northeast	6.9
San Andreas (1906 rupture)	18.5 miles west	7.9
San Gregorio	21.5 miles west	7.3
Greenville	18.5 miles east	6.9
West Napa	18.5 miles northeast	6.5

1 Measured from Lienkaemper (1992), Wagner et al. (1990) and Jennings and Bryant (2010).

The nearest active trace of the Hayward-Rodgers Creek fault is mapped approximately 300 feet southwest of the site (California Geological Survey, 1982; and Lienkaemper, 1992). The site is located within the Alquist-Priolo Earthquake Fault Zone (APEFZ) established by the State of California around the Hayward-Rodgers Creek fault. The mapped fault location and the limits of the APEFZ in the area are presented on Figure 6, Alquist-Priolo Earthquake Fault Zone Map.

The term “active fault,” as used herein, refers to a fault that has experienced movement during Holocene time (about the last 11,000 years). The Hayward-Rodgers Creek fault is a northwest-trending zone about 70 miles long, which extends from southeastern San Jose, through multiple east bay communities, into San Pablo Bay. Beneath San Pablo Bay, the fault steps right (east), continuing north to Napa. To the south, near San Jose, the Hayward-Rodgers Creek fault merges with the Calaveras fault (Jennings and Bryant, 2010).

The Hayward-Rodgers Creek fault last ruptured along the southern segment near Castro Valley in a major earthquake in 1868, and with an average recurrence interval of 161 (± 65) years, it is considered to present a high rupture hazard in the near future (Lienkaemper and others, 2012).

During historical times, well-documented surface creep has occurred along the Hayward-Rodgers Creek fault at average rates ranging from about 0.2 to 0.4 inches per year (Lienkaemper and others, 1991). More recently, there has been recognition of variability in creep rates, both spatially along the fault trace and temporally. Lienkaemper and others (2012) describe several discrete fault segments that have experienced increased or decreased creep rates since the 1989 Loma Prieta earthquake, including one apparent locked segment that may indicate it to be the next segment to rupture.

Studies by the United States Geological Survey's Working Group on California Earthquake Probabilities (Aagaard and others, 2016) have estimated a 72-percent probability that at least one magnitude-6.7-or-greater earthquake will occur in the San Francisco Bay Region before the year 2043. They estimated that the highest probability for a magnitude-6.7-or-greater earthquake would be on the Hayward-Rodgers Creek fault, at 33 percent. The nearest active trace of the Hayward-Rodgers Creek fault is approximately 1,000 feet to the southwest. Additionally, there is a 22-percent probability for a magnitude-6.7-or-greater earthquake to occur on the Northern San Andreas fault, located approximately 18.5 miles to the west, and 16-percent probability for a magnitude-6.7-or-greater earthquake to occur on the Concord fault, located approximately 14 miles to the northeast, during that same period.

LOCAL CONSULTANT STUDIES

Two studies were performed by Durham, Durham, & Mannion (DDM) for an addition to the Youth Hut in Kensington Park in the 1980's. It should be noted that the Youth Hut is now the Kensington Community Center building located about 300 feet north of the parcel under consideration in this report. The DDM reports were:

- "Geologic Investigation of the Vicinity of the Kensington Youth Hut", dated August 14, 1986 (?).
- "Fault Assessment of the Kensington Youth Hut Area, Kensington, Contra Costa County, California", dated April 6, 1988.

The 1986 report was focused on geologic contacts between various geologic units that extended through the Youth Hut area being caused by faulting, as well as through the entire park area, including the parcel under consideration in this report. Based on their mapping, and limited test pits in the Youth Hut area, they concluded the contacts may have been old faults, but the contacts did not show any evidence of being recent or active.

The subsequent 1988 report was much more detailed and included hand augering eight borings in the general Youth Hut area. Based on their work, they developed a geologic map of the entire Kensington Park site. DDM concluded the area was underlain by a complex bedrock setting including Franciscan Assemblage units, as well as younger sedimentary units and rhyolite (keratophyre). They mapped the property now proposed for the new Police Department development as underlain by serpentinite, greenstone, and silica-carbonate rocks belonging to the Franciscan Assemblage. DDM concluded no active faults passed though the subject site, and the nearest active fault traces were related to the Hayward fault which passed 300 to 400 feet to the southwest. It should be noted that this report was subsequently reviewed and approved by the Contra Costa County geologist for compliance with the Alquist-Priolo Act active fault criteria.

SITE RECONNAISSANCE

We recently visited the site and observed the surficial characteristics of the property. The site is irregular in shape and the terrain on the property is quite variable. There has clearly been past grading over much of the site, probably related to Kensington Park and past site uses. Level areas for recreational courts, lawns, playgrounds, and picnic areas are present along the northeastern boundary of the site. A broad, undeveloped, graded level bench area is present on the site just downhill of the level picnic and pavement area. We noted a pipe present near the center of the site which discharges water from the upper-level areas; this leads to a surface flow channel which crosses the site to carry surface water westerly down to an inlet by the Arlington Avenue sidewalk. A broad area of high moisture (with green vegetation amidst the brown dry native grasses) is present immediately south of the flow channel. A second area of high moisture was observed in the eastern corner of the site.

Cut slopes are present along the southwestern boundary of the subject site just uphill of the Arlington Avenue sidewalk. Bedrock outcrops are present throughout these cut slopes, and some raveling of the bedrock materials was noted but no significant instabilities. Although there were some uneven portions of the site, it appears these features are primarily related to past grading activities, and not to landsliding.

Locations of some of the key surface features we observed at the site are presented on the Site Plan (Figure 1).

EVALUATION AND CONCLUSIONS

1. Introduction

The primary focus of our initial geotechnical/geologic studies was to assess whether there were serious geologic hazards present on the property that might render the site unsuitable for development from a geotechnical/geologic perspective. The most key hazards we evaluated in this regard was related to landsliding or fault rupture. Secondary concerns such as strong earthquake shaking, expansive soils, and site grading have also been considered. These elements are discussed below.

2. Landsliding

Based on our review of published literature and our site observations, it is our opinion there is a low likelihood of significant landslides being present at the site. The natural setting is one of relatively strong bedrock units that are not highly susceptible to landsliding. The most reliable landslide map of the area (CDMG, 1973) does not indicate any landslides are present on the property. No dramatic landforms were noted during our site reconnaissance that seemed to be indicative of ground instability. The raveling of the bedrock we observed in cut slopes along Arlington Avenue is largely an erosional process and not a sign of landslide-type instability. However, it should be noted that past grading may have resulted in the placement of potentially unstable fill materials on the property, particularly where the undeveloped, graded bench is present.

3. Fault Rupture

The site is located within the Alquist-Priolo Earthquake Fault Zone (APEFZ) established by the State of California around the Hayward-Rodgers Creek fault. However, all of the data we reviewed indicates the active trace(s) of the Hayward-Rodgers Creek fault pass about 300 feet southwest of the project site.

Therefore, we conclude the site has a low likelihood for fault rupture during future earthquakes. Nonetheless, if the project proceeds, a detailed fault study of the site will need to be performed because the site is located within an APEFZ, and because police department usage makes the development a critical facility.

4. Strong Earthquake Shaking

It is very likely all facilities that might be built on the site will be subject to very high levels of shaking during a future earthquake. Of course, this is true of all projects constructed in the Bay Area, and excellent design practices have been developed to provide reasonable performance during such events. Although the site is located fairly close to the Hayward-Rodgers Creek fault, reasonable design details are readily available for the levels of shaking that would occur during an earthquake event on that fault.

5. Expansive Soils

The surficial soils at the site are likely to be highly expansive, and such soils can cause damage to improvements during shrink/swell behavior that typically occurs. However, such soils are common throughout the Bay Area, and design practices are in widespread use to minimize impacts from expansive soils.

6. Site Grading

The site currently has mild to moderate slopes present, and grading will be necessary to develop the proposed facilities. Because the site generally contains shallow soils over strong bedrock, normal grading practices can be used and should perform well. Some remedial grading of existing fill from old grading activities may be necessary to stabilize such areas where concerns exist regarding future stability.

7. Conclusions

Based on our work to date, it is our opinion there are no significant geotechnical/geologic hazards at the site that will render the site unsuitable for the development of the proposed police facilities.

FUTURE WORK

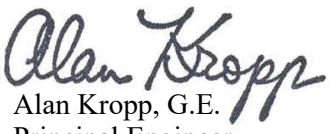
When plans for the proposed police facilities are created, a detailed geotechnical/geologic investigation of the site should be performed. This will include geotechnical engineering and geologic components. A fault rupture analysis will be needed to satisfy the requirements of the Alquist-Priolo Earthquake Fault Zone provisions. This will include fault trenching that extends at least 50 feet beyond any proposed buildings. Also, subsurface borings and laboratory testing of recovered samples will be needed to guide the development of geotechnical recommendations for site grading, building foundations, site drainage, and other details.

LIMITATIONS

This firm's services would be performed in accordance with generally accepted geological and geotechnical engineering principles and practices. This warranty is in lieu of all other warranties, either expressed or implied.

Thank you for the election of our firm to perform this work. If you have any questions, please call us.

Very truly yours,



Alan Kropp, G.E.
Principal Engineer

AK/jc

Copies: Addressee (PDF) – daranda@kppcsd.org

Attachments: Figure 1 - Site Plan
Figure 2 - Geologic Map
Figure 3 - Landslide Map 1
Figure 4 - Landslide Map 2
Figure 5 - Regional Active Fault Map
Figure 6 - Alquist-Priolo Earthquake Fault Zone Map

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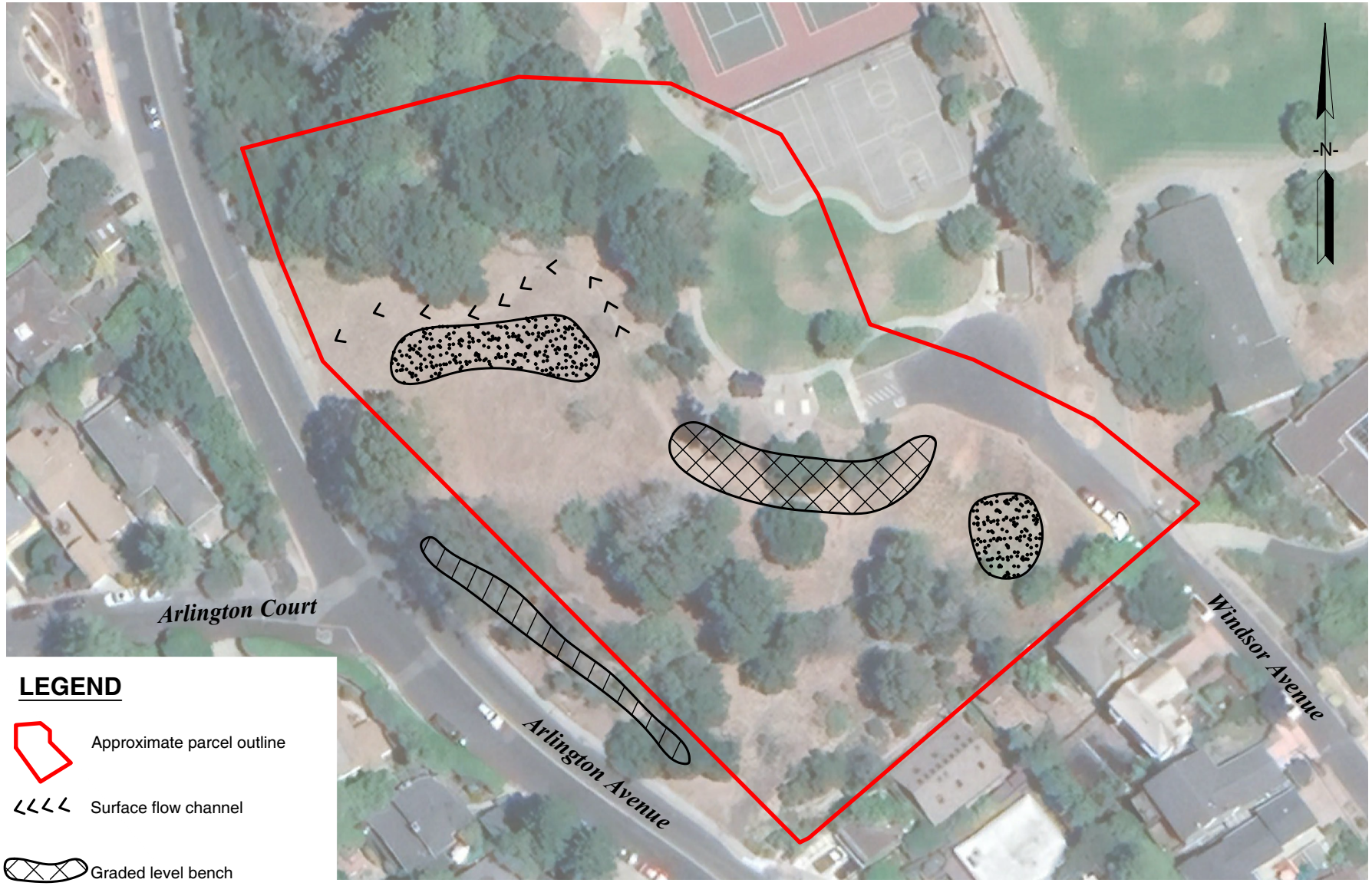


LEGEND

- Approximate parcel outline
- Surface flow channel
- Graded level bench
- Moisture area
- Bedrock exposed in cut slope

30 0 60 120

APPROXIMATE SCALE FEET

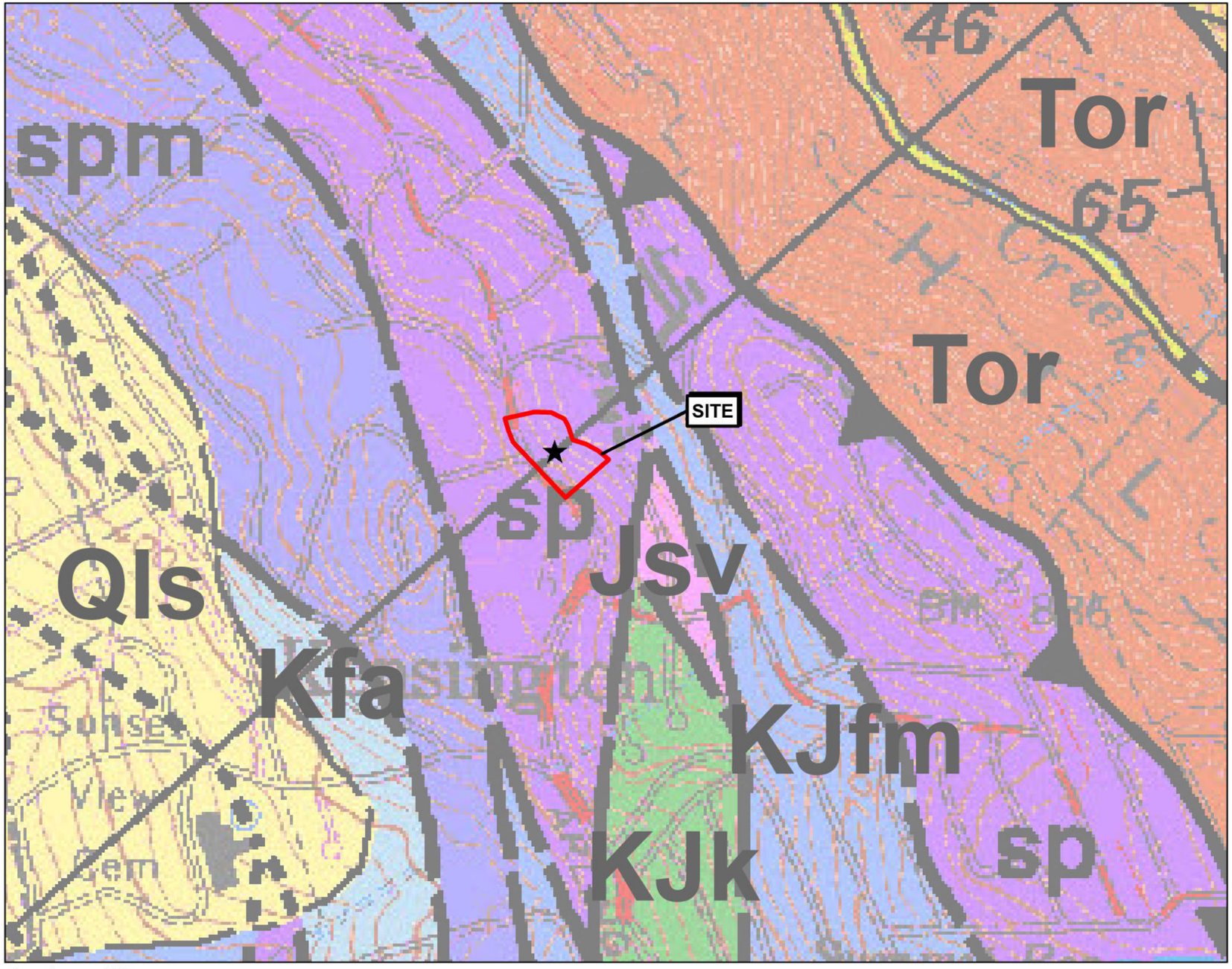
Base: Google Earth, 7/10/2022.

ALAN KROPP & ASSOCIATES
Geotechnical Consultants

SITE PLAN

POLICE DEPARTMENT BUILDING SITE
Kensington, California

PROJECT NO.	DATE	FIGURE
P-9279	**November 2023**	**1**



N

LEGEND

Qls	Landslide deposits (Holocene and/or Pleistocene)
Tor	Orinda Formation (late Miocene)
KJk	Knoxville Formation (Early Cretaceous and Late Jurassic)
sp	Serpentinite
Jsv	Keratophyre and quartz keratophyre (Late Jurassic)
KJfm	(Late Cretaceous to Late Jurassic) Franciscan complex, mélange (Cretaceous Late Jurassic), includes mapped locally: Graywacke and meta-graywacke blocks
Kfa	Sandstone of the Alcatraz terrane of Blake and others (1984)(Cretaceous)
spm	Serpentinite matrix mélange

Base: Graymer, 2000.

Original figure produced in color.

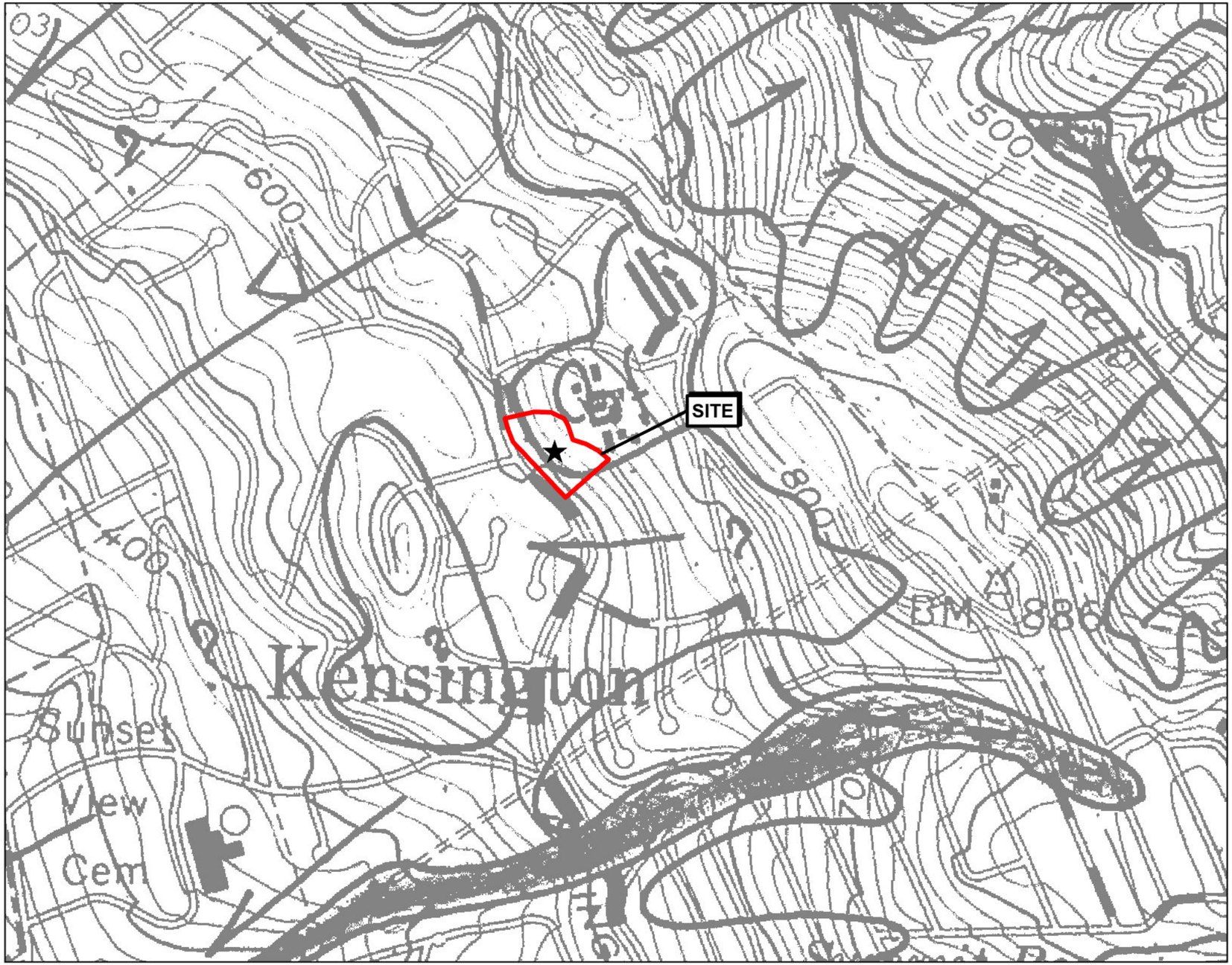
0 250 500 1,000 Feet

ALAN KROPP & ASSOCIATES
Geotechnical Consultants

GEOLOGIC MAP

POLICE DEPARTMENT BUILDING SITE
Kensington, California

PROJECT NO.	DATE	FIGURE
P-9279	**November 2023**	**2**



N

LEGEND

Landslide deposit

Arrows indicate general direction of movement. Queried where uncertain

Qaf

Artificial fill

Base: Nilsen, USGS OFR 75-277-415

Original figure produced in color.

0 250 500 1,000 Feet

ALAN KROPP & ASSOCIATES
Geotechnical Consultants

LANDSLIDE MAP 1

POLICE DEPARTMENT BUILDING SITE
Kensington, California

PROJECT NO.	DATE	FIGURE
P-9279	**November 2023**	**3**

N

LEGEND

S - Shallow slide plane - 0 to 10 ft.
I - Intermediate slide plane - 10 to 20 ft.
D - Deep slide plane - greater than 20 ft. (all estimates approximate - no drill hole or other "hard" data available)
U - Undetermined
SI - Shallow and/or intermediate
ID - Intermediate and/or deep (queried where thickness approximation is very uncertain)
dg - Disturbed ground

Outline of landslide (dashed where approximate, queried where slide limits uncertain.) Arrow shows primary direction of movement. Stippling, indicates slide scarps or exposed slide plane.

Query indicates uncertainty of landslide existence.

Landslide too small to show on map.

Base: CDMG Tri Cities Preliminary Report 19, Plate 6, 1973.

Original figure produced in color.

0 250 500 1,000 Feet

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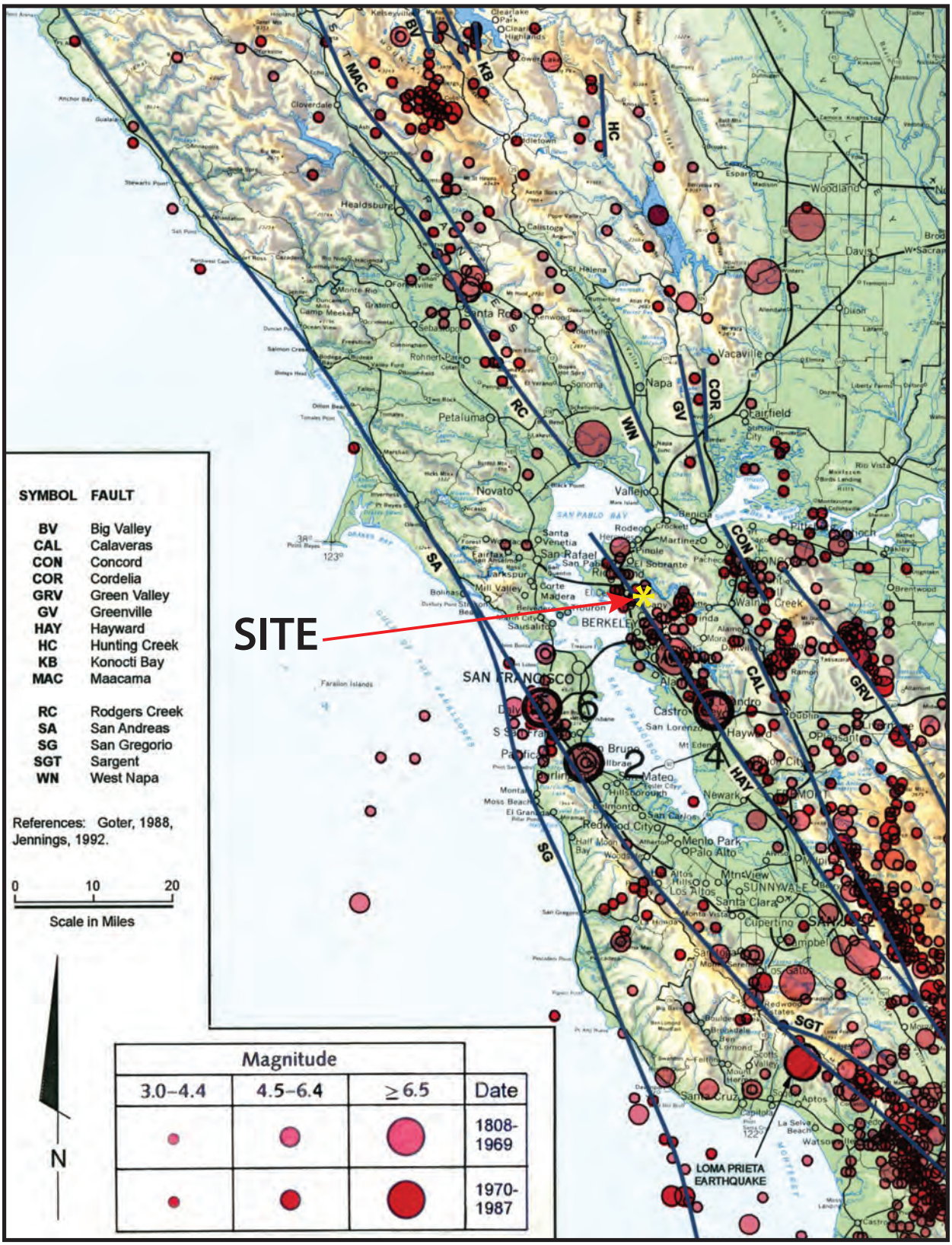
LANDSLIDE MAP 2

POLICE DEPARTMENT BUILDING SITE
Kensington, California

PROJECT NO.	DATE	FIGURE 4
P-9279	November 2023	



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REGIONAL ACTIVE FAULT MAP

POLICE DEPARTMENT BUILDING SITE
Kensington, California

PROJECT NO.	DATE	FIGURE
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LEGEND

MAP EXPLANATION

Potentially Active Faults

1906 C — Faults considered to have been active during Holocene time and to have a relatively high potential for surface rupture; solid line where accurately located, long dash where approximately located, short dash where inferred, dotted where concealed; query (?) indicates additional uncertainty. Evidence of historic offset indicated by year of earthquake-associated event or C for displacement caused by creep or possible creep.

Special Studies Zone Boundaries

These are delineated as straight-line segments that connect encircled turning points so as to define special studies zone segments.

Seaward projection of zone boundary.

Base: Alquist Priolo Earthquake Fault Zone Map, Richmond Quadrangle, California, 1982.

Original figure produced in color.

0 750 1,500 3,000 Feet

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ALQUIST PRIOLO EARTHQUAKE FAULT ZONE MAP

POLICE DEPARTMENT BUILDING SITE
Kensington, California

PROJECT NO.	DATE	FIGURE
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