

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

AGENDA

A Regular Meeting of the Board of Directors of the Kensington Police Protection and Community Services District will be held Thursday, February 10, 2011, at 6:00 P.M., at the Community Center, 59 Arlington Avenue, Kensington, California. The Board will enter into closed session pursuant to California Government Code Section 54957.6, to discuss labor negotiations with the Kensington Police Officer Association.

Note: All proceedings of this meeting will be tape recorded and *please note the earlier start time.*

Roll Call
Public Comments
Board Member/ Staff Comments

CLOSED SESSION

1. Pursuant to California Government Code Section 54957.6, the Board will enter into closed session to discuss the following:

Conference with Labor Negotiators
Agency Representatives: Chuck Toombs
Employee Organization: Kensington Police Officer Association

Possible Board Action.

OPEN SESSION

APPROVAL OF CONSENT CALENDAR

- a) Minutes of the Regular Meeting January 13, 2011, Page 4
- b) Profit & Loss Budget Performance for January 2011, Page 14
- c) Variance Report (Mid Year Budget Review New Business Item # 2)
- d) Board Member Reports-None
- e) Correspondence, Page 19
- f) Police Department Update, Page 22
- g) Monthly Calendar, Page 31
- h) Recreation Report , Not available at the time of printing- Copies at the meeting
- i) General Manager Update, Page 33

DISTRICT – OLD BUSINESS

1. Contra Costa County Public Works Senior Civil Engineer- Traffic Section, Jerry Fahy will update the Board and the public on the steps the County has taken to mitigate traffic concerns on the Arlington, the status of the solar powered radar sign, and mitigation efforts on Franciscan Way. Possible Board Action.
2. General Manager Greg Harman will request that the Board accept the Request For Proposals (RFP) document drafted by members of the Park Building Committee and our attorneys at Hanson/ Bridgett, and begin the process of submitting the RFP to firms that have been identified by the Park Buildings Committee. Board Action. Page 37
3. General Manager Greg Harman will request that the Board accept the Request For Proposals (RFP) document drafted by members of the Park Restroom Committee and our attorneys at Hanson/ Bridgett, and begin the process of submitting the RFP to firms that have been identified by the Park Restroom Committee. Board Action. Page 61
4. Kensington resident Bryce Nesbitt will give a presentation the board on the Kensington pathway system and history, leading into:
 - a. Request to the board support the ongoing KIC based effort to maintain the existing paths in Kensington using volunteer labor.
 - b. Request to the board support the current KIC based effort to place street signs marking the pathways, and to nominate new permanent names for the paths in the County GIS and emergency systems.
 - c. Discuss if the board can reasonably ask the County to formally accept responsibility for the pathways, under the liability protection offered by California Government Code Section 831.4.
 - d. Request to the board endorse the reopening of the path segment from Arlington Ave to Amherst Avenue, subject to an appropriate and safe design, to be reviewed by KPPCSD, KMAC and perhaps Diablo Fire Safe Council. Possible

This item was tabled until this meeting by the Board at the January meeting.

President Toombs has proposed Resolution 2011-04, a resolution regarding the Kensington community paths for board review and possible adoption as an alternative to that suggested by Bryce Nesbitt. Board Action. Page 67

DISTRICT - NEW BUSINESS

1. Temporary Acting Sergeant Kevin Hui will present to the Board a proposal to purchase, lease, or upgrade our current radio stock in order to remain compliant with the upcoming 800 MGH (Interoperability) radio system. Board Action. Page 125
2. General Manager Greg Harman will present to the Board the Mid- Year Budget Review for Fiscal Year 2010-2011. Possible Board Action. Page 136
3. General Manager Greg Harman will present to the Board for possible adoption Resolution 2011-02, adopting the amended conflict of interest code for the Kensington Police Protection & Community Services District. Board Action. Page 141
4. General Manager Greg Harman will present to the Board for possible adoption Resolution 2011-03, adopting the appropriations limits for Fiscal Year 2011-2012 and for the next three fiscal years, 2012-13, 2013-14, 2014-15, for the Kensington Police Protection & Community Services District. Board Action. Page 146

ADJOURNMENT

General Information

Accessible Public Meetings

NOTE: UPON REQUEST THE KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT WILL PROVIDE WRITTEN AGENDA MATERIALS IN APPROPRIATE ALTERNATIVE FORMATS, OR DISABILITY-RELATED MODIFICATION OR DISABILITIES TO PARTICIPATE IN PUBLIC MEETINGS. PLEASE SEND A WRITTEN REQUEST, INCLUDING YOUR NAME, MAILING ADDRESS, PHONE NUMBER AND A BRIEF DESCRIPTION OF THE REQUESTED MATERIALS AND PREFERRED ALTERNATIVE FORMAT OR AUXILIARY AID OR SERVICE AT LEAST 10 DAYS BEFORE THE MEETING. REQUESTS SHOULD BE SENT TO:

District Secretary Steven Y. Smith, Kensington Police Protection & Community Services District, 217 Arlington Ave, Kensington, CA 94707
POSTED: Public Safety Building-Colusa Food-Library-Arlington Kiosk- and at www.kensingtoncalifornia.org

Complete agenda packets are available at the Public Safety Building and the Library.

CONSENT CALENDAR

- Minutes
- Profit & Loss Budget Performance
- Board Member Reports
- Correspondence
- Police Department Update
- Monthly Calendar
- Recreation Report
- General Manager Update

KENSINGTON POLICE PROTECTION & COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS

Meeting Minutes for 01/13/11

AGENDA

A Regular meeting of the Board of Directors of the Kensington Police Protection and Community Services District was held Thursday January 13, 2011, at the Community Center, 59 Arlington Avenue, Kensington, California.

The board entered into Open Session at 7:00 PM.

ATTENDEES

Elected Members	Guests/Presenters	
Charles Toombs, President	John Stein	Diane Gossard
Linda Lipscomb, Director	Andrew Lehman	Kathryn Dee
Tony Lloyd, Director	Sherman Lehman	Maria Adriaans
Mari Metcalf, Director	Joan Gallegos	Gloria Morrison
Cathie Kosel, Director	Joel Koosed	Nicki Kaiser
	Eileen Caruthers	Andrew Reed
	Bryce Nesbitt	Chris Deppe
	Peter Lidell	Paul Grunland
	Rick Sayre	Christopher Hickey
Gregory E. Harman, General Manager/ Chief of Police	Betty Barraza	Jake Kwenan
Sergeant Rickey Hull	Ray Barraza	Chris Sorensen
Detective Keith Barrows	Sharon Beaucage	Chris Hickey
Officer Kevin Hui	Jodie Schoenhard	Bruce Morrow
Steven Smith, District Secretary	Eric Schoenhard	
	Chris Schelling	
	Kris Hafner	

ANNOUNCEMENTS:

None;

Board President, C. Toombs called the meeting to order at 7:00 P.M.

Directors Toombs, Metcalf and Lloyd were present, Director Lipscomb was absent.

Director Lipscomb arrived at 7:05 P.M.

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KENSINGTON POLICE PROTECTION & COMMUNITY SERVICES DISTRICT

BOARD OF DIRECTORS

PUBLIC COMMENTS:

Gloria Morrison:

- 1) Inquired as to if there were new procedures for receiving Board packages and agendas.

BOARD COMMENTS:

Board President Toombs responded that the District is in a transition period and that steps are being taken to insure that packages were available on line.

Chief Harman stated that the District's website does contain the agenda and Board packages and agenda were previously sent via e-mail to those who had requested their receipt and that Officer Hui was taking steps to provide information on the District's web-site.

PUBLIC COMMENTS (continued):

Bryce Nesbitt:

:

- 1) Brought to the Board's attention that the Board agendas have not been posted since July 2010; that several links to the website do not work; and, that agendas on the website were not searchable.

Nicki Kaiser:

- 1) Informed the Board that she was filing a proposal for a grant concerning the adjacent properties of #4 Windsor and #79 Arlington (SE corner of the park) in regards to a Diablo Fire Safety Grant and was seeking Board approval for the request.

BOARD COMMENTS:

Board President Toombs requested that the Board be made aware of any commitments that required its approval before moving forward.

Director Lipscomb commented on the disbursement of grant monies received and spoke as to how Diablo Fire Safety Grants are normally approved and used and who takes responsibility to do the work.

Board President Toombs stated that the proposal had merit, but as the request for Board could not be acted on as the request had not been put forth in the agenda package for the evening.

Board President Toombs provided a "Point of Information" concerning the necessity to have any proposals to the Board in the agenda package by the Monday prior to the Board meeting to insure compliance with the Brown Act.

Public comments were closed at 7:14 P.M.

KENSINGTON POLICE PROTECTION & COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS

BOARD MEMBER REPORTS:

Director Metcalf asked Chief Harman if he was able to report on putting together a study of 911 response times.

Chief Harman stated that any information regarding the District's response time would have to come from the Richmond PD. He will make the request.

Director Metcalf asked if Hanson Bridget had done any analysis of the franchise fees of \$133,000 received from Bay View Refuse & Recycling as to if the District could use the money for projects related to items other than waste.

Director Lloyd discussed his recent attendance at a monthly LAFCO meeting and their assessment on their financial position.

Director Kosel commented that she was aware of other districts that used franchise fees in ways that were not related to waste or recycling and supported the request to have the analysis provided.

Board President Toombs had no comments.

STAFF COMMENTS:

General Manager / Chief of Police Gregory Harman acknowledged that the recreation report was not in the agenda package as it was not provided by the KCC.

Chief Harman asked that Bruce Morrow speak on KCC. Mr. Morrow stated that KCC just hired a new Director, that new classes were about to start and that the new Director needed to begin the process of interviewing summer counselors. He also talked about fire damage to the building with the final figure being approximately \$2,700.

Chief Harman discussed his weekly management report, hours he will work and meetings he will attend during the week.

In response to an e-mail from Director Kosel requesting an audit of FY 2010 hours, Chief Harman provided a breakdown of how many hours he spent at work in District, on vacation, on District holidays, doing administrative work, and both sick and worker's comp days.

CONSENT CALENDAR:

Joan Gallegos reiterated corrections to the Minutes of the previous meeting of 12/09/2009: page 7 needed to indicate that Director Metcalf left the meeting during break due to personal illness; page 8 should be re-numbered page 9; page 9 should be re-numbered page 8; and, that comments attributed to "John (last name?)" on page 12 should be replaced with "Joan Gallegos."

Director Kosel moved for acceptance of the Consent Calendar, seconded by Director Lloyd.

KENSINGTON POLICE PROTECTION & COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS

MOTION: The Board moves to adopt the Consent Calendar as presented

AYES: Toombs, Kosel, Lipscomb, Lloyd, Metcalf

NOES: 0

ABSENT: 0

OLD BUSINESS:

Board President Toombs opened discussion on the committee assignments for Board members. He initially read from the Board Policy. Board coordinator positions are filled on an "as needed basis," while standing committee assignments require that Board members be assigned.

The standing committee assignments for 2011 were discussed:

Solid Waste: Directors Kosel and Metcalf

Finance: Directors Lloyd and Toombs

Emergency Preparedness: Directors Lloyd and Toombs

Director Kosel moved for acceptance of committee assignments, seconded by Director Lipscomb.

MOTION: The Board moves to accept the committee assignments for 2011.

AYES: Toombs, Kosel, Lipscomb, Lloyd, Metcalf

NOES: 0

ABSENT: 0

DISTRICT - NEW BUSINESS:

Board President Toombs asked Chief Harman to discuss steps taken to reduce the speeding on Franciscan Way.

Chief Harman referred to the change in advisory speed limit signs installed by the County in 2009, which reduced speeds from 25 MPH to 15 MPH. He also discussed the portable radar unit (which at this time needs to be repaired), which is not the preferable traffic enforcement tool to use.

Chief Harman highlighted the 41 traffic stops made on Franciscan Way from 06/10 to 12/10, which resulted in 27 citations for speeding. He added that from 2002 through 2010, there were 6 traffic accidents on Franciscan Way with no accidents reported in 2010.

BOARD COMMENTS:

Board President Toombs asked Chief Harman what steps the County was taking to help enforce traffic safety on Franciscan Way.

Chief Harman referred to the efforts of Maria Adriaans who has been trying to work with the County to have the County's portable radar unit used on Franciscan Way, which has not resulted in any County support.

Board President Toombs asked Chief Harman about installing a permanent solar powered radar sign (similar to the unit on Arlington).

KENSINGTON POLICE PROTECTION & COMMUNITY SERVICES DISTRICT

BOARD OF DIRECTORS

Chief Harman discussed that the Arlington unit had been purchased at District expense and to be installed at County expense. He stated that if the Board approved the purchase of a second unit, he would look into the cost of installation to be paid at District expense.

Director Kosel stated that she had gone to the County Supervisor to initiate a community meeting to discuss traffic and speeding issues on all Kensington streets including Franciscan Way. She complemented Chief Harman's report, but asked if planned comments could be made part of the Board package.

Director Metcalf had no comments.

Director Lipscomb stated that she supported the increased efforts to reduce speeding on Franciscan Way and acknowledged the limited number of accidents on that street. She stated her support for continued increased efforts by the KPCSD, but was concerned about the District's proportionality and allocation of limited resources.

Director Lloyd had no comments.

PUBLIC COMMENTS:

The following residents of Franciscan Way spoke about their concerns and personal experiences in regards to traffic safety:

Chris Deppe spoke on behalf of the residents and stated that they had formed a "Neighborhood Traffic Management Program." The program has 5 phases and they are currently in Phase 1 and waiting on the County to make a traffic evaluation to move into phase 2.

Andrea Kaplan spoke on the issues of feeling unsafe while walking her dogs and of feeling vulnerable as a pedestrian.

Jake Kennan stated that he appreciated the Board's concern, that there is little room on the road due to speeding cars and that he was in favor of physical barriers such as speed bumps.

Barbara Peterson spoke in regards to issues of driving at the crest of the hill and was in favor of speed strips, speed bumps, and flashing lights.

Byrce Nesbitt mentioned that he had some expertise in technologies to reduce speeding and that he would provide information to the residents.

BOARD COMMENTS:

Director Kosel stated that the District cannot look at the County's failure to provide assistance as an excuse to not provide solutions to traffic enforcement.

Director Metcalf recommended that someone from Franciscan Way make the trip to Martinez to contact Jerry Fahey in his office and if he still doesn't respond that his direct supervisor should be contacted.

Board President Toombs gave authority to the police department for overtime pay so that District officers can provide increased enforcement of speeding cars on Franciscan Way and Arlington Avenue.

KENSINGTON POLICE PROTECTION & COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS

Director Lipscomb gave her support for the installation of speed bumps, speed ramps and flashing lights.

Director Lloyd asked for suggestions on how to obtain additional cooperation from the County.

PUBLIC COMMENTS (CONTINUED):

Pamela Kennan stated that as public funds are scarce and increased traffic enforcement is not a long-term solution that she favored the installation of barriers.

Carolyn Day stated that she did not like the idea of using increased enforcement (tickets) as a solution and since the area needed sidewalks that she supported a traffic study to recommend a long-term solution.

STAFF COMMENTS:

Chief Harman was asked to comment on the zero tolerance position adopted by the District in regards to speeding. He had Officer Hui discuss his recent experiences in Traffic Court.

Officer Hui acknowledged that writing tickets for speeding motorists for minimal speed infractions were not supported by the Traffic Court in Richmond, which will normally dismiss a speeding ticket if it is written for an infraction where the motorist is traveling less than 10 MPH over the posted limit.

BOARD COMMENTS (CONTINUED):

There was continued discussion about traffic, speed limits, physical barriers, and traffic enforcement issues.

Board President Toombs moved to have the COP step up enforcement of traffic laws on Franciscan Way and to contact the county to do a traffic study that looks at all alternative enforcement means; seconded by Director Metcalf.

MOTION: To increase traffic enforcement and have County do traffic study.

AYES: Toombs, Kosel, Lipscomb, Lloyd, Metcalf

NOES: 0

ABSENT: 0

At 8:30 P.M. a break was called.

At 8:38 P.M. Board President Toombs called the meeting back to order.

NEW BUSINESS (CONTINUED):

Bryce Nesbitt gave a presentation on the Kensington pathway system and history. He asked that the District support KIC to maintain and repair existing paths; to place street signs to mark the paths; to accept a joint use agreement with the County and have responsibility for the paths (local control); to restore over grown paths subject to appropriate design; and to pass a District resolution in regards to the paths.

KENSINGTON POLICE PROTECTION & COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS

BOARD COMMENTS:

Director Kosel acknowledged her appreciation of the presentation and wanted to hear public comments.

Director Metcalf asked for an explanation of why Berkeley cannot use Government Code Section 831.4 and why paths need to be named.

President Toombs questioned who has the ownership of the paths and requested additional facts prior to moving forward.

Director Lipscomb discussed the legal and financial hurdles of taking over the paths.

Director Lloyd wanted more specifics to understand the boundaries of responsibility of the Board.

PUBLIC COMMENTS:

The following members of the public spoke in support of the KIC path restoration project:

Jan Stenzland, Paul Grunland (Berkeley Path Finders), Karen Landay, Chris Hafner, , Rick Sayre, Nicki Kaiser, Mark Hoover, Chris Hall, and Andrew Lehman.

The following members of the public spoke on the KIC path restoration project with concerns and/or requests for the Board:

Chris Schelling, Jodie Schoenhard, and Gloria Morrison,

The following members of the public did not support the proposals by the KIC:

Ray Barraza and John Stein (with remarks that the Board did not have the right to take a position on the paths),

BOARD COMMENTS (CONTINUED):

President Toombs asked the Board to provide direction on what to do.

Director Kosel supports all items presented by Mr. Nesbitt.

Director Kosel asked Mr. Grunland to discuss the issue of ownership of the paths.

President Toombs discussed the items he found problematic.

Director Lipscomb gave her support to the proposals by Mr. Nesbitt, but acknowledged President Toombs' concerns and stated that the Board cannot support the proposal until the issues are better understood.

Director Lloyd stated that until the Board had a better understanding of the scope and responsibility of taking action on the paths that the proposal could not be supported at this time.

KENSINGTON POLICE PROTECTION & COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS

At 9:45 P.M. President Toombs asked for a motion to continue the meeting until 10:30 P.M.

The motion to extend the meeting was presented by Director Kosel and seconded by Director Lloyd.

MOTION: To extend the meeting until 10:30 P.M.

AYES: Toombs, Kosel, Lipscomb, Lloyd NOES: 0 ABSTAIN: Metcalf

Director Kosel moved to approve the proposal on the paths as presented by Mr. Nesbitt, seconded by Director Metcalf.

MOTION: To approve the proposal presented by Mr. Nesbitt as written.

AYES: Kosel, Metcalf NOES: Toombs, Lipscomb, Lloyd ABSENT: 0

Director Kosel moved to table discussion on the Mr. Nesbitt's proposal until the next Board meeting, seconded by Director Lloyd.

MOTION: To table discussion on Mr. Nesbitt's proposal until the next Board meeting.

AYES: Toombs, Kosel, Lipscomb, Lloyd, Metcalf NOES: 0 ABSENT: 0

NEW BUSINESS (CONTINUED):

Director Toombs asked that the Board to vote on 1 of 3 candidates to fill the vacant seat on the LAFCO Board of Directors.

Director Kosel discussed the candidacy of Leonard Battaglia.

President Toombs moved to vote on supporting Leonard Battaglia as a candidate for the LAFCO Board.

MOTION: To nominate Leonard Battaglia as a candidate for the LAFCO Board.

AYES: Kosel, Metcalf, Toombs NOES: 0 ABSTAIN: Lipscomb, Lloyd

NEW BUSINESS (CONTINUED):

President Toombs presented the KPPCSD Resolution 2011-01, which supports the WCCUSD application for a debt limit waiver.

Charles Ramsey presented information on part of the WCCUSD in regards to the debt limit of the school district from 2.5% to 5.0%.

KENSINGTON POLICE PROTECTION & COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS

Director Lipscomb voiced her support of the resolution.

Director Lloyd stated his support of the resolution.

At 10:30 P.M. President Toombs asked for a motion to continue the meeting until 10:45 P.M.

The motion to extend the meeting until 10:45 PM was made by Director Kosel, seconded by Director Lloyd.

MOTION: To extend the meeting until 10:45 P.M.

AYES: Kosel, Lipscomb, Lloyd, Toombs NOES: Metcalf ABSENT: 0

PUBLIC COMMENT:

Bryce Nesbitt spoke on the quality of the education available in the school district.

President Toombs moved that Resolution 2011-001 be passed to support the request of the WCCUSD, seconded by Director Lipscomb.

MOTION: To pass resolution 2011-01 to support the requested increase in WCCUSD debt limits.

AYES: Lipscomb, Lloyd, Toombs NOES: Kosel ABSTAIN: Metcalf

NEW BUSINESS (CONTINUED):

Item #5 on the Board package was discussed by President Toombs, which would require that the District give a 45-day formal written notice in regards to any potential changes to the contract with KCC.

Director Lipscomb moved that the KPPCSD provide the 45-day notice to open negotiations with KCC, seconded by Director Lloyd.

PUBLIC COMMENTS:

Bruce Morrow discussed the proposed \$250,000 remodel that KCC wants to do on the Kensington Community Center and that the KCC was open to a new agreement with the KPPCSD.

MOTION: It was moved to approve the addition of a formal 45-day written notice to the existing agreement with KCC.

AYES: Kosel, Lipscomb, Lloyd, Metcalf, Toombs NOES: 0 ABSENT: 0

**KENSINGTON POLICE PROTECTION & COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS**

NEW BUSINESS (CONTINUED):

President Toombs presented the Request for Proposals (RFP) that need to be submitted to firms that have been identified by the Park Building Committee.

Chief Harman discussed the RFP in the package and relayed that additional information has to be added after review by the members of the Board and Lisa Corona.

President Toombs moved to table item #6 until the next Board meeting due to the document not being complete, seconded by Director Lipscomb.

MOTION: The Board moves to table item #6 until the next Board meeting.

Ayes: Kosel, Lipscomb, Lloyd, Metcalf, Toombs NOES: 0 ABSENT:

President Toombs moved to close the meeting, seconded by Director Lipscomb.

MOTION: The Board moved to close the meeting.

Ayes: Kosel, Lipscomb, Lloyd, Metcalf, Toombs NOES: 0 ABSENT:

The meeting was adjourned at 10:45 P.M.

KPPCSD
Unaudited Profit & Loss Budget Performance
January 2011

	<u>Jan 11</u>	<u>Budget</u>	<u>Jul '10 - Jan 11</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
Ordinary Income/Expense					
Income					
400 · Police Activities Revenue					
401 · Levy Tax	0.00		1,240,702.20	1,234,000.00	1,234,000.00
402 · Special Tax-Police	0.00		1,085,701.40	680,130.00	680,130.00
404 · Measure G Supplemental Tax Rev	0.00		0.00	405,720.00	405,720.00
410 · Police Fees/Service Charges	85.00	166.67	2,682.15	1,166.65	2,000.00
415 · Grants-Police	31,358.23		31,358.23		
416 · Interest-Police	0.00	1,500.00	1,579.47	3,000.00	6,000.00
418 · Misc Police Income	4,006.00	1,000.00	9,491.37	7,000.00	12,000.00
419 · Supplemental W/C Reimb (4850)	7,893.52		31,574.08		
Total 400 · Police Activities Revenue	<u>43,342.75</u>	<u>2,666.67</u>	<u>2,403,088.90</u>	<u>2,331,016.65</u>	<u>2,339,850.00</u>
420 · Park/Rec Activities Revenue					
421 · Levy Tax-Park/Rec	0.00		31,127.64		
424 · Special Tax-L&L	0.00		0.00	30,000.00	30,000.00
426 · Park Donations	0.00	41.67	0.00	291.69	500.00
427 · Community Center Revenue	750.00	1,666.67	4,396.00	11,666.65	20,000.00
428 · Building E Revenue	6,000.00		6,109.00		
435 · Grants-Park/Rec	0.00	8,500.00	0.00	59,500.00	102,000.00
436 · Interest-Park/Rec	0.00	75.00	0.00	150.00	300.00
438 · Misc Park/Rec Rev	66.00	83.33	396.00	583.35	1,000.00
Total 420 · Park/Rec Activities Revenue	<u>6,816.00</u>	<u>10,366.67</u>	<u>42,028.64</u>	<u>102,191.69</u>	<u>153,800.00</u>
440 · District Activities Revenue					
448 · Franchise Fees	6,804.01	7,000.00	13,380.74	14,000.00	21,000.00
456 · Interest-District	0.00	200.00	0.00	400.00	800.00
458 · Misc District Revenue	2,851.02		2,851.02		
Total 440 · District Activities Revenue	<u>9,655.03</u>	<u>7,200.00</u>	<u>16,231.76</u>	<u>14,400.00</u>	<u>21,800.00</u>

KPPCSD
Unaudited Profit & Loss Budget Performance
 January 2011

	<u>Jan 11</u>	<u>Budget</u>	<u>Jul '10 - Jan 11</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
Total Income	59,813.78	20,233.34	2,461,349.30	2,447,608.34	2,515,450.00
Expense					
500 · Police Sal & Ben					
502 · Salary - Officers	76,383.40	75,581.50	535,223.30	529,070.50	906,978.00
504 · Compensated Absences	0.00	0.00	0.00	0.00	10,000.00
506 · Overtime	2,019.52	3,333.33	16,067.73	23,333.31	40,000.00
508 · Salary - Non-Sworn	3,981.61	4,333.33	20,048.24	30,333.31	52,000.00
516 · Uniform Allowance	774.59	666.67	4,774.19	4,666.69	8,000.00
518 · Safety Equipment	721.20	208.33	721.20	1,458.31	2,500.00
521-A · Medical/Vision/Dental-Active	11,858.45	32,677.75	96,380.19	228,744.25	392,133.00
521-R · Medical/Vision/Dental-Retired	11,495.03	0.00	306,188.11	0.00	0.00
522 · Insurance - Police	1,078.51	1,016.67	4,311.77	7,116.69	12,200.00
523 · Social Security/Medicare	1,089.77	1,228.83	7,469.06	8,601.81	14,746.00
524 · Social Security - District	274.82	268.67	1,343.34	1,880.69	3,224.00
527 · PERS - District Portion	21,515.48	21,349.50	150,759.01	149,446.50	256,194.00
528 · PERS - Officers Portion	6,934.48	6,862.33	48,589.94	48,036.31	82,348.00
530 · Workers Comp	0.00		21,216.41	23,341.00	46,682.00
Total 500 · Police Sal & Ben	138,126.86	147,526.91	1,213,092.49	1,056,029.37	1,827,005.00
550 · Other Police Expenses					
552 · Expendable Police Supplies	-202.78	166.67	227.09	1,166.69	2,000.00
553 · Range/Ammunition Supplies	1,268.58	333.33	4,261.15	2,333.31	4,000.00
560 · Crossing Guard	0.00	802.17	4,117.96	5,615.19	9,626.00
562 · Vehicle Operation	4,100.46	3,125.00	23,439.68	21,875.00	37,500.00
564 · Communications (RPD)	0.00	11,386.67	13,221.46	79,706.69	136,640.00
566 · Radio Maintenance	0.00	366.67	0.00	2,566.69	4,400.00
568 · Prisoner/Case Exp./Booking	347.78	416.67	3,207.74	2,916.69	5,000.00
570 · Training	2,596.00	1,000.00	10,072.27	7,000.00	12,000.00

KPPCSD
Unaudited Profit & Loss Budget Performance
 January 2011

	<u>Jan 11</u>	<u>Budget</u>	<u>Jul '10 - Jan 11</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
572 · Recruiting	562.00	637.50	7,178.99	4,462.50	7,650.00
574 · Reserve Officers	42.00	666.67	743.35	4,666.69	8,000.00
576 · Misc. Dues, Meals & Travel	170.86	275.00	2,020.86	1,925.00	3,300.00
580 · Utilities - Police	554.83	666.67	5,164.60	4,666.65	8,000.00
581 · Bldg Repairs/Maint.	0.00	83.33	386.16	583.35	1,000.00
582 · Expendable Office Supplies	81.13	500.00	2,106.89	3,500.00	6,000.00
588 · Telephone(+Rich. Line)	665.25	920.67	5,199.36	6,444.65	11,048.00
590 · Housekeeping	257.37	416.67	2,416.63	2,916.65	5,000.00
592 · Publications	86.86	250.00	2,121.75	1,750.00	3,000.00
594 · Community Policing	0.00	416.67	1,206.53	2,916.69	5,000.00
596 · WEST-NET/CAL I.D.	0.00		12,656.00	12,472.00	12,472.00
598 · COPS Special Fund	534.80		534.80		
550 · Other Police Expenses - Other	4,156.36		9,752.97		
Total 550 · Other Police Expenses	<u>15,221.50</u>	<u>22,430.36</u>	<u>110,036.24</u>	<u>169,484.44</u>	<u>281,636.00</u>
600 · Park/Rec Sal & Ben					
601 · Park & Rec Administrator	450.87	541.67	2,470.43	3,791.69	6,500.00
602 · Custodian	1,750.00	2,000.00	12,250.00	14,000.00	24,000.00
623 · Social Security/Medicare - Dist	0.00	41.42	65.17	289.94	497.00
Total 600 · Park/Rec Sal & Ben	<u>2,200.87</u>	<u>2,583.09</u>	<u>14,785.60</u>	<u>18,081.63</u>	<u>30,997.00</u>
635 · Park/Recreation Expenses					
640 · Community Center Expenses					
642 · Utilities-Community Center	286.58	396.33	1,722.41	2,774.31	4,756.00
643 · Janitorial Supplies	30.21		30.21	1,500.00	1,500.00
646 · Community Center Repairs	0.00	83.33	4,068.19	583.31	1,000.00
Total 640 · Community Center Expenses	<u>316.79</u>	<u>479.66</u>	<u>5,820.81</u>	<u>4,857.62</u>	<u>7,256.00</u>
660 · Annex Expenses					

KPPCSD
Unaudited Profit & Loss Budget Performance
 January 2011

	<u>Jan 11</u>	<u>Budget</u>	<u>Jul '10 - Jan 11</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
662 · Utilities - Annex	35.12	41.67	271.10	291.65	500.00
668 · Misc Annex Expenses	0.00	41.67	0.00	291.69	500.00
Total 660 · Annex Expenses	35.12	83.34	271.10	583.34	1,000.00
670 · Gardening Supplies	0.00	166.67	0.00	1,166.65	2,000.00
672 · Kensington Park O&M	1,103.09	5,133.33	26,059.81	35,933.35	61,600.00
678 · Misc Park/Rec Expense	190.20	166.67	432.84	1,166.65	2,000.00
635 · Park/Recreation Expenses - Other	2,430.00		2,430.00		
Total 635 · Park/Recreation Expenses	4,075.20	6,029.67	35,014.56	43,707.61	73,856.00
800 · District Expenses					
810 · Computer Maintenance	1,594.14	2,502.83	25,896.77	17,519.85	30,034.00
820 · Cannon Copier Contract	439.76	430.00	3,418.43	3,010.00	5,160.00
830 · Legal (District/Personnel)	5,411.00	4,166.67	18,750.00	29,166.65	50,000.00
835 · Consulting	0.00	400.00	4,380.00	2,200.00	4,000.00
840 · Accounting	1,890.00	2,150.00	21,425.00	15,050.00	25,800.00
850 · Insurance	0.00		26,838.51	30,000.00	30,000.00
860 · Election	0.00	1,000.00	6,941.50	7,000.00	12,000.00
865 · Police Bldg. Lease	0.00		0.00	14,420.00	28,840.00
870 · County Expenditures	0.00	1,658.33	7,320.70	11,608.35	19,900.00
890 · Waste/Recycle	675.00	208.33	3,907.00	1,458.35	2,500.00
898 · Misc. Expenses/Lobbyist	1,068.18	787.50	6,310.91	5,512.50	9,450.00
Total 800 · District Expenses	11,078.08	13,303.66	125,188.82	136,945.70	217,684.00
950 · Capital Outlay					
962 · Patrol Cars	0.00		0.00	30,000.00	30,000.00
967 · Station Equipment	0.00		435.24		
972 · Park Buildings Improvement	702.00	17,500.00	4,229.35	62,500.00	150,000.00
Total 950 · Capital Outlay	702.00	17,500.00	4,664.59	92,500.00	180,000.00

12

KPPCSD
Unaudited Profit & Loss Budget Performance
 January 2011

	<u>Jan 11</u>	<u>Budget</u>	<u>Jul '10 - Jan 11</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
Total Expense	171,404.51	209,373.69	1,502,782.30	1,516,748.75	2,611,178.00
Net Ordinary Income	-111,590.73	-189,140.35	958,567.00	930,859.59	-95,728.00
Other Income/Expense					
Other Expense					
700 · Bond Issue Expenses					
701 · Bond Proceeds	0.00		-177,900.66		
710 · Bond Admin.	542.88		4,322.81		
715 · Bond Interest Income	0.00		-120.69		
720 · Bond Principal	0.00		105,422.05		
730 · Bond Interest	0.00		30,111.42		
Total 700 · Bond Issue Expenses	<u>542.88</u>		<u>-38,165.07</u>		
Total Other Expense	<u>542.88</u>		<u>-38,165.07</u>		
Net Other Income	<u>-542.88</u>	0.00	38,165.07	0.00	0.00
	<u><u>-112,133.61</u></u>	<u><u>-189,140.35</u></u>	<u><u>996,732.07</u></u>	<u><u>930,859.59</u></u>	<u><u>-95,728.00</u></u>

Special District Risk
Management Authority

Maximizing Protection.
Minimizing Risk.

1112 I Street, Suite 300
Sacramento, California 95814-2865
T 916.231.4141
F 916.231.4111
Toll-free 800.537.7790
www.sdrma.org



January 14, 2011

Kensington Police Protection and Community Services District
Mr. Greg Harman
General Manager/ Police Chief
217 Arlington Avenue
Kensington, California 94707-1498

Dear Mr. Harman,

On January 5, 2011, the SDRMA Board of Directors approved a longevity distribution for the second year in a row. The Longevity Distribution Policy was originally approved by the Board in 2010 to recognize and reward members for their loyalty and commitment to SDRMA programs. The policy is consistent with the goals and objectives of the Board's strategic business plan and helps ensure pool stability by rewarding members for remaining in our Property/Liability and Workers' Compensation programs.

There is no action required by your agency. Every member that has completed the 3 full program year initial commitment period for either the Property/Liability or Workers' Compensation program is eligible to receive the longevity distribution for that particular program. The longevity distribution may only be declared by the Board of Directors each year only after all Board policy reserve requirements have been met. The amount available for the longevity distribution is the amount of investment earnings on undesignated funds for each program as of June 30. The distribution is weighted based on the member's length of time in that program and the amount of the member's annual contributions compared to the total contributions of all pool members.

This year, the Board approved a longevity distribution in the amount of \$301,993 for Property/Liability members and \$328,426 for Workers' Compensation members. For the Property/Liability program, the average length of membership is over 12 years and for the Workers' Compensation program, the average length of membership is over 9 years.

Congratulations! Since you have participated in our Property/Liability program for 23 years as of June 30, 2010, we are pleased to present your agency with a longevity distribution check in the amount of \$1,514.00! We hope that you will share this valuable news with your governing body!

Thank you for your participation and helping make SDRMA a premier risk management program! If you have any questions, please contact the SDRMA Finance Department at 800.537.7790 or 916.231.4141.

Sincerely,
Special District Risk Management Authority

David Aranda, President
Board of Directors

Special District Risk
Management Authority

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January 14, 2011

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Mr. Greg Harman
General Manager/ Police Chief
217 Arlington Avenue
Kensington, California 94707-1498

Dear Mr. Harman,

On January 5, 2011, the SDRMA Board of Directors approved a longevity distribution for the second year in a row. The Longevity Distribution Policy was originally approved by the Board in 2010 to recognize and reward members for their loyalty and commitment to SDRMA programs. The policy is consistent with the goals and objectives of the Board's strategic business plan and helps ensure pool stability by rewarding members for remaining in our Property/Liability and Workers' Compensation programs.

There is no action required by your agency. Every member that has completed the 3 full program year initial commitment period for either the Property/Liability or Workers' Compensation program is eligible to receive the longevity distribution for that particular program. The longevity distribution may only be declared by the Board of Directors each year only after all Board policy reserve requirements have been met. The amount available for the longevity distribution is the amount of investment earnings on undesignated funds for each program as of June 30. The distribution is weighted based on the member's length of time in that program and the amount of the member's annual contributions compared to the total contributions of all pool members.

This year, the Board approved a longevity distribution in the amount of \$301,989 for Property/Liability members and \$328,431 for Workers' Compensation members. For the Property/Liability program, the average length of membership is over 12 years and for the Workers' Compensation program, the average length of membership is over 9 years.

Congratulations! Since you have participated in our Workers' Compensation program for 10 years as of June 30, 2010, we are pleased to present your agency with a longevity distribution check in the amount of \$1,179.00! We hope that you will share this valuable news with your governing body!

Sincerely,
Special District Risk Management Authority

A handwritten signature in black ink, appearing to read "David Aranda".

David Aranda, President
Board of Directors

KENSINGTON POLICE DEPARTMENT

MEMORANDUM

February 3, 2011

To: Chief G. Harman
From: Sgt. R. Hull
Re: Administrative Review of Bias Based Policing/ Profiling

KPD Policy 403 (Bias Based Policing/ Profiling) is our commitment to protecting the Constitutional rights of all members of our community. It prohibits members of the Department from participating in biased based policing or profiling. This policy also directs the Department to investigate any complaints of biased based policing or profiling. A copy of KPD Policy 403 is attached.

During the 2010 calendar year, the Department did no asset seizures nor forfeitures.

All KPD officers have completed a POST approved class on racial profiling.

During the 2010 calendar year there have been no complaints received by this Department concerning biased based policing or profiling.

Per Policy 403.6(d)1 this memo should be made available to the public upon request.

January 2011 Police Department Report

February 4, 2011

- Department Personnel

Sergeant Khan is currently on Workman's Comp medical leave.

Currently we have six reserve officers in our Reserve Officer program. We were doing backgrounds on two reserve officer candidates; however, one has since dropped out of the process. The second candidate is still in the background process but we will be placing him in a holding pattern until our current reserve officers complete their field training.

- Commendations and Correspondence

Officer Rodney Martinez has been voted by his peers to be our 2010 Richmond Elks Club Officer of the Year representative. The Law Enforcement Awards Dinner will be held Wednesday, February, 23rd. For those wishing to purchase tickets, please contact Chief Harman.

- Investigation of Alleged Misconduct

- Department Investigation #09-06 was initiated on December 24th 2009, on an allegation that an officer was rude during a disturbance call for service. The investigation was completed by Sergeant Hull on 11-30-10, and is under review.
- Department Investigation #10-001 was initiated on September 20th on an allegation that an officer posted an inappropriate screen saver on a District computer. The investigation is being conducted by Sergeant Hull.
- Department Investigation #10-002 was initiated on November 2nd on an allegation that an officer was rude during a traffic stop. This investigation is being conducted by Sergeant Hull.
- Department Investigation #10-003 was initiated on November 11th, at the KPPCSD Board meeting, when Catherine de Neergaard made a formal complaint indicating, "That there is no fair, impartial, and reasonable police review procedure", after voicing her complaints regarding Chief Harman's policies and directions to the

department were not being heard. This complaint was followed by an e-mail complaint received by Chief Harman on November 15th.

This complaint will be investigated by Chief Harman and will be presented to the Board at a future KPPCSD Board meeting.

- 9-1-1 / Richmond Communication Center Information.
- The Ring Time Report for January has not been received as of this report date. The January report will be included in next months report.
- Communication Center Service Complaints
 - No complaints received this month however, ***this is a good time to remind everyone that for police non-emergencies, you need to contact the dispatch center at "236-0474" and not the KPPCSD business line of 526-4141.*** The KPPCSD business line is only monitored 6 hours a day during the week and should not be used to report police matters. Doing so, only delays the police response time, so please dial Dispatch direct.
- Community Networking
 - On 1-03-11, Chief Harman attended the swearing in ceremony for Sheriff David Livingston held in Martinez.
 - On 1-05-11, Chief Harman attended the West County Police Chief's meeting in Hercules. Following the meeting, Chief Harman attended the swearing in ceremony for Concord Police Chief Guy Swanger.
 - On 1-7-11, Chief Harman attended the CSDA Membership Committee meeting in Sacramento.
 - On 1-10-11, Chief Harman and Officer Wilson attended the Kensington Public Safety Council meeting. Following the meeting, Chief Harman attended the Annual KCC K Group meeting.
 - On 1-20-11, Chief Harman attended the "New Media" workshop presented by the Contra Costa Public Information Network in Pleasant Hill.
 - On 1-21-11, Chief Harman attended the CSDA Education Committee meeting in Sacramento.
 - On 1-24-11, KPPCSD Board President Chuck Toombs and Chief

Harman attended the LAFCO/ Contra Costa County CSDA meeting in Pleasant Hill.

- On 1-26-11, Chief Harman attended the Contra Costa County Police Chief's Association meeting held at the Police Academy in Pittsburg.
- On 1-28-11, Chief Harman attended the District Attorney Mark Peterson meeting, hosted by John Gioia at Richmond PD.
- Community Criminal Activity
 - This section of the Watch Commanders Report has been prepared by Sergeant Hull who has now been assigned as the supervisor for both Team 1 & 2.
- Watch Commander Reports
 - **Sergeant Hull**

TEAM #1 STATISTICS

Officer:	Martinez (K31) (0600-1800)	Medina (K35) (1800-0600)	Ramos (K41) (0730-1730)
Days Worked	15	14	14
Traffic Stops	40	60	49
Moving Citations	23	42	31
Parking Citations	5	7	8
Vacation/Security Checks	36	84	13
FI-Field Interview	0	0	0
Cases	7	0	0
Self Initiated Cases	1	0	0
Arrests	1	0	0
Calls for Service	53	28	26

TEAM #2 STATISTICS

Officer:	Stegman (K32) (0600-1600)	Hui (K42) (1130-2130)	Wilson (K38) (2000-0600)
Days Worked	12	18	18
Traffic Stops	19	28	24
Moving Citations	8	13	14
Parking Citations	2	0	3
Vacation/Security	25	65	85

Checks			
FI-Field Interview	0	0	0
Cases	7	6	1
Self Initiated Cases	0	0	0
Arrests	1	0	0
Calls for Service	41	43	17

Detective Barrow wrote 2 moving citations.

Reserve Armanino took 1 case, wrote 1 FI Card, 2 parking citations, and 19 moving citations.

Reserve Turner wrote 11 moving citations.

Reserve Lafitte wrote 3 moving citations.

Reserve Colon wrote 6 moving citations, 2 parking citations, and made 1 arrest.

Officer Stegman took 4 vacation days.

- o 47 citations were written on Franciscan Way.
- o 33 citations were written on Colusa Avenue.
- o 69 citations were written on Arlington Avenue.
- o 1 citation written on Kenyon Avenue.
- o 1 citation written on Grizzly Peak Boulevard.
- o 1 citation written on Coventry Road.
- o 1 citation written on Ocean View Avenue.

SIGNIFICANT EVENTS:

2011-0006 - Sergeant Hull responded to the 200 blk of Yale Ave to a landlord tenant dispute.

2011-0024 – Officer Stegman and Reserve Officer Colon made a warrant arrest on the 600 blk of Colusa Ave.

2011-0036 – Officer Wilson responded to the unit blk of Arlington Ave on the report of a robbery.

2011-0044 – Officer Martinez responded to the 100 blk of Purdue Ave to a report of tampering with a vehicle.

2011-0045 – Officer Stegman responded to the 200 blk of Willamette Ave to a report of an auto burglary.

2011-0046 – Officer Stegman responded to the 200 blk of Los Altos Dr to the report of an auto burglary.

2011-0047 – Officer Stegman responded to the 200 blk of Cambridge Ave to the report of an auto burglary.

2011-0048 – Officer Stegman responded to the unit blk of Jessen Ct to the report of an auto burglary.

2011-0050 – Officer Stegman responded to the unit blk of Norwood Ave to the report of an auto burglary.

2011-0051 – Officer Stegman responded to the unit blk of Norwood Ave to the report of an auto burglary.

2011-0096 – Officer Hui responded to the 600 blk of Wellesley Ave to the report of a vandalism.

2011-0151 – Officer Martinez responded to the unit block of Highland Blvd to the report of a suspicious event (surveillance camera hanging from a fence).

2011-0159 – Officer Martinez responded to the 600 blk of Coventry Rd to the report of a residential burglary.

2011-0172 – Officer Media responded to the unit blk of Franciscan Way to the report of a water main break.

2011-0177 – Officer Martinez responded to the 200 Yale Ave to the report of a landlord/tenant dispute.

2011-0206 – Officer Martinez made a DUI arrest on the 200 blk of Cambridge Ave.

2011-0246 – Officer Stegman responded to the 1600 blk of Oak View Ave to the report of a traffic collision.

2011-0264 – Detective Barrow and Reserve Officer Turner responded to the unit blk of Arlington Ave to the report of a traffic collision.

2011-0270 – Officer Hui responded to the 200 blk of Arlington Ave to the report of trespassing.

2011-0296 – Officer Hui responded to the 100 blk of Highland Blvd to the report of a water main break.

2011-0298 – Officer Hui responded to the 600 blk of Coventry Rd to the report of an identity theft.

2011-0312 – Officer Martinez responded to the unit blk of Highland Blvd to the report of tampering with a vehicle.

2011-0315 – Officer Martinez responded to the unit blk of Arlington Ave to the

report of vandalism.

2011-0333 – Officer Martinez responded to the unit blk of Franciscan Way to the report of mail theft.

2011-0343 – Officer Ramos responded to the unit blk of Arlington Ave to repair damage to District property.

2011-0389 – Officer Medina responded to the unit blk of Edgcroft Dr to the report of a person in need of medical assistance.

2011-0406 – Officer Hui responded to the unit blk of Highland Blvd to the report of a residential burglary.

2011-0422 – Officer Stegman and Reserve Officer Armanino responded to the 200 blk of Yale Ave to the report of annoying phone calls.

2011-0424 – Officer Hui responded to the unit blk of Ardmore Rd to the report of tampering with a vehicle.

2011-0488 – Officer Martinez responded to the 200 blk of Grizzly Peak Blvd to the report of tampering with a vehicle.

2011-0495 – Officer Ramos responded to the unit blk of Arlington Ave to the report of a traffic collision.

2011-0503 – Officer Martinez responded to the 400 blk of Beloit Ave to the report of a vehicle theft.

2011-0526 – Officer Martinez towed a vehicle from Los Altos Dr at Grizzly Peak Blvd.

2011-0558 – Officer Martinez and Reserve Officer Armanino responded to the 600 blk of Oberlin Ave on the report of a hit and run traffic collision.

2011-0724 – Officer Martinez and Reserve Officer Armanino responded to the 300 block of Rugby Ave. to a report of annoying phone calls.

2011-0727 – Officer Martinez and Reserve Officer Colon responded to the unit block of Edgcroft Rd. to an outside assist.

BRIEFING/TRAINING:

Sgt. Hull completed ICS 400 training with the ECFD.

•• **Detective Keith Barrow**

SIGNIFICANT EVENTS:

2011-45, 46, 47, 48, and 50 Auto Burglary

During the month of January KPD took five reported auto burglaries with the point of entry made by window smash. These cases are under investigation.

2011-159 Residential Burglary

On 1-6-11, a resident reported their front door had been kicked open and property was stolen. The burglary had taken place during the hours of 1400 PM to 1600 PM. This case is under investigation.

KPD INVESTIGATIONS INFORMATION:

2010-6538 Petty Theft

On 12-07-10, a resident reported the theft of a garden fixture. This case is under investigation.

2010-6678, 6788 and 7018 Auto Burglary

During the month of December KPD took three reported auto burglaries with the point of entry made by window smash. These cases are under investigation.

2010-6696, 6705, 6770, 6790, 6797, 6868 and 6930. Thefts from unlocked vehicles. During the month of December KPD took seven reports of thefts from unlocked vehicles. These cases are under investigation.

2010-6697, 6701, 6703, 6789, 6846 and 6848 Vehicle Tampering

During the month of December KPD took six reports of vehicles that had been rummaged through. These cases are under investigation.

2010-6692, 6786 and 6867 Stolen Vehicle

On 12-15-10, 12-18-10 and 12-21-10 three vehicles were stolen. All three of the vehicles have been recovered by KPD. Two suspects have been identified and we will be filing charges with the Contra Costa DA.

2010-6054 Elder Abuse

On 11-16-10, a resident reported their mother had been the victim of numerous thefts by caretakers over the previous two years. This case is under investigation.

2010-6101 Residential Burglary

On 11-17-10, a resident reported they had been the victim of a residential burglary. Officers found that the front glass door was smashed and items were taken from the residence. This case is under investigation.

2010-5319 and 5351 Arson

On 10-16-10 and 10-17-10, Kensington Police Officers responded to fires at 59 Arlington Avenue, the Kensington Park Building E. The fires were determined to be arsons. These cases are under investigation.

2010-2872 Residential Burglary.

Items were taken from an unlocked downstairs room. This case will be investigated.

KPD INVESTIGATIONS

- Made several court runs for filling cases, and citation drop off.
- Updated the KPD residential burglary log.
- Updated the KPD stolen vehicle log.
- I'm currently assigned one day per week as a Field Training Officer.

WEST-NET ASIGNMENT:

I am currently assigned to the West Contra Costa County Narcotic Enforcement Team (West-NET) one day per week.

While on this assignment I work with other West Contra Costa County law enforcement officers and agencies. I participate and aid in the service of search warrants, surveillance and on going narcotics investigations.

INVESTIGATORS SUMMARY:

In the month of January the District of Kensington sustained 1 identity theft, 1 non-injury vehicle accident and 1 Hit and Run Vehicle Accident, 0 Injury Hit and Run Accident, 1 Injury Accident, 2 Residential Burglaries, 0 Attempted Residential Burglaries, 0 Commercial Burglary, 5 Auto Burglaries, 1 Theft from an unlocked vehicle, 1 Stolen Vehicle, 1 Petty Theft, 5 Vandalisms, 0 Embezzlement, 0 Elder Abuse, 1 Fraud, 0 Forgery, 0 Attempted Grand Thefts and 0 Grand Thefts.

•• Chief Harman

As you can see from Sergeant Hull's monthly report, there has been a noticeable increase in traffic enforcement in the District by all of our officers. The breakdown of citations issued and locations is as follows:

- 47 citations issued on Franciscan Way.
- 33 citations issued on Colusa Avenue.
- 69 citations issued on Arlington Avenue.
- 1 citation issued on Kenyon Avenue.
- 1 citation issued on Grizzly Peak Boulevard.

- 1 citation issued on Coventry Road.
- 1 citation issued on Ocean View Avenue.

Jerry Fahy, of the Contra Costa Public Works Traffic Section will be at the February 10th, KPPCSD Board meeting to discuss traffic mitigation efforts by the County on both the Arlington and Franciscan Way.

There will be staffing changes made on Sunday, February 6th. Officer Kevin Hui is being assigned as Temporary Acting Sergeant and will be assigned to Team 2. He will be picking up the Administrative Sergeant's duties that have been performed in the past by Sergeant Khan.

Sergeant Hull will be moving to Team 1 and continue his duties as Second in Command and as the Patrol Operations Sergeant.

Both teams will be going to the 12-hour shift schedule, with Team 1 assigned to work Sunday- Tuesday and Team 2 assigned to work Thursday- Saturday. Both teams will work 8-hour shifts every other Wednesday.

The scheduling change was made to increase officers patrol time, provide more direct supervision to patrol officers, and to limit the amount of time officers worked alone in the District.

February 2011

February 2011

March 2011

S	M	T	W	T	F	S	S	M	T	W	T	F	S
6	7	8	9	10	11	12	6	7	8	9	10	11	12
13	14	15	16	17	18	19	13	14	15	16	17	18	19
20	21	22	23	24	25	26	20	21	22	23	24	25	26
27	28						27	28	29	30	31		

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Jan 30	31	Feb 1	2	3	4	5
		7:00pm Troop 100; C	6:00pm Cert Program	7:30pm EBC; CC3		9:00am Ewaste; Park 4:30pm CC Rental; CC
6	7	8	9	10	11	12
	4:00pm Brownies; CC 7:00pm Pack 82; CCV	7:00pm Troop 100; C	6:00pm Cert Program	7:00pm GPIT; CGM		8:00am CC Rental; CC
13	14	15	16	17	18	19
	4:00pm Brownies; CC 7:00pm Pack 82; CCV 7:30pm KARO; CC3	7:00pm Troop 100; C	6:00pm Cert Program	7:30pm EBC; CC3		5:00pm CC Rental; CC
20	21	22	23	24	25	26
	4:00pm Brownies; CC 7:00pm Pack 82; CCV	7:00pm Troop 100; C	6:00pm Cert Program			
27	28	Mar 1	2	3	4	5
	4:00pm Brownies; CC 7:00pm Pack 82; CCV					

Jan 30 - Feb 5

Feb 6 - 12

Feb 13 - 19

Feb 20 - 26

Feb 27 - Mar 5

March 2011

March 2011

S	M	T	W	T	F	S
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 2011

S	M	T	W	T	F	S
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Feb 27	Mar 1	2	3	4	5	
	7:00pm Troop 100; C	6:00pm Cert Program 6:00pm KSEP Register	7:30pm EBC; CC3		8:00am CC Rental; CC	
6	7	8	9	10	11	12
	4:00pm Brownies; CC 7:00pm Pack 82; CCV	7:00pm Troop 100; C		7:00pm GPFF; CCM		1:00pm CC Rental; CC
13	14	15	16	17	18	19
	4:00pm Brownies; CC 7:00pm Pack 82; CCV 7:30pm KARO; CC3	7:00pm Troop 100; C	7:00pm Summer Cam	7:30pm EBC; CC3		2:00pm CC Rental; CC
20	21	22	23	24	25	26
	4:00pm Brownies; CC 4:00pm Daisy Troop; 7:00pm Pack 82; CCV	7:00pm Troop 100; C				
27	28	29	30	31	Apr 1	2
	4:00pm Brownies; CC 7:00pm Pack 82; CCV	7:00pm Troop 100; C				

Feb 27 - Mar 5

Mar 6 - 12

Mar 13 - 19

Mar 20 - 26

Mar 27 - Apr 2

32

General Manager January 2011 Report

Budget

In January, we received \$31,358 of our \$100,000 COPS Grant allocation. I have contacted the COPS Grant Administrator, who has assured me that the state will fund the remaining \$68,642 of our COPS Grant in the coming months.

The governor is attempting to place the Vehicle License Fee increase (.50%) extension on the June ballot. This increase extension expired January 1st, and if not approved by the state's voters in June, could possibly result in the loss of COPS Grant funding for Fiscal Year 2011/2012.

In January we also received longevity checks from our insurance carrier for \$2,693 for our ten year participation in SDRMA.

California Employers' Retiree Benefit Trust

In July, we made our first contribution to the CALPERS California Employers' Retiree Benefit Trust to begin the process of funding our future retiree medical benefits obligation (GASB 45). I received the latest quarterly statement from CALPERS which showed:

10/1/2010	Beginning Balance	\$387,059.16
12/31/2010	Investment Earnings	\$24,506.19
12/31/2010	Administrative Expense	(\$51.92)
12/31/2010	Ending Balance	\$411,513.43

Kensington Park

Park Restroom

The volunteer restroom group has completed the park restroom construction and bid documents and they will be presented to the KPPCSD Board at the February 10th meeting. If approved, we will be going to bid on the project.

Community Center & Annex

The second grouping of the Park Building Committee has completed a "Request For Proposal" document that has been approved by legal counsel and will be presented to the KPPCSD Board for approval February 10th. If approved, we will be issuing the RFP to a list of contractors that have been identified by the committee.

Park Repairs

During the month of January, our maintenance firm has made corrections to the drainage system above the tennis courts which have eliminated the flooding problem on the tennis courts.

They also have replaced the retaining wall behind the amphitheater after a five foot section of it collapsed.

Emergency Preparedness

We now have the agenda and the minutes of the Public Safety Council posted on the KPPCSD web page for review.

The next meeting of the Kensington Public Safety Council will take place Monday, February 14th, at 6:30 PM at the Community Center Room #3.

Other District Items of Interest

Solid Waste

On December 1st, Bay View Refuse made a request for a 6% increase in rates to begin in 2011.

On January 18th, Allison Schutte, our attorney from Hanson/ Bridgett, Rick Simonson, our rate reviewer from HF&H, and I met with Louise Figone, Jeffrey Schoppert, Bay View's attorney, Charles Cowden, Bay View's accountant, and Kim Christie, Bay View's office manager, at Bay View's office to discuss the rate increase request. At the conclusion of this meeting, all parties agreed to a follow up meeting scheduled for February 1st.

On January 27th, I was contacted by Jeffrey Schoppert who indicated that Bay View was not prepared to meet on February 1st and requested that the meeting be postponed.

On February 2nd, I received the year end financials from Bay View.

Our attorney, Allison Schutte as been in contact with Jeffrey Schoppert, and we are at this time trying to set up another meeting between all parties.

Solid Waste Coordinating Committee

The next meeting of the Solid Waste Coordinating Committee will be scheduled for Wednesday, February 16th, at 1:00 PM at the Public Safety Building.

Street Sweeping

Street sweeping began in Kensington in January 2010 and will be provided at no cost to Kensington by the Contra Costa County Public Works Department. On the first Friday of every month, the County will sweep the streets of Arlington, Coventry, Ardmore, Edgecroft, Lenox, Kingston, Stratford, Beverly, Berkeley Park, Ocean

View, Oak View, and Colusa.

Residents are being asked to help by moving their vehicles, garbage and recycling cans from the street, clearing large debris and obstructions from the gutters, trimming back vegetation along the curb and sidewalk, and not piling leaves or green waste in the roadway.

If we all do our part we can keep Kensington streets clean and help keep pollutants out of our waterways.

Website

The Board packets, monthly reports, and minutes and recordings of the KPPCSD Board Meetings are available for review on our website at:

www.kensingtoncalifornia.org.

National Drug Take Back Day

The DEA is planning a second National Drug Take Back Initiative for April 30, 2011, between the hours of 10:00 AM and 2:00PM. This year's event will be co-sponsored with the Kensington Fire Department and will be held at the Public Safety Building.

Last years event was very successful and we took in 56 pounds of prescription medication.

DISTRICT - OLD BUSINESS

1. Contra Costa County Public Works Senior Civil Engineer- Traffic Section, Jerry Fahy will update the Board and the public on the steps the County has taken to mitigate traffic concerns on the Arlington, the status of the solar powered radar sign, and mitigation efforts on Franciscan Way. (Possible Board Action)

DISTRICT - OLD BUSINESS

2. General Manager Greg Harman will request that the Board accept the Request For Proposals (RFP) document drafted by members of the Park Building Committee and our attorneys at Hanson/ Bridgett, and begin the process of submitting the RFP to firms that have been identified by the Park Buildings Committee.
(Board Action) Page

Memorandum

Kensington Police Department



To: KPPCSD Board of Directors

APPROVED YES NO

From: Gregory E. Harman, General Manager

Date: Thursday, February 03, 2011

FORWARDED TO:

Subject: Old Business Item #2 Park Buildings Consultant RFP

On January 26, 2011, the KPPCSD Board Park Buildings Ad-Hoc Committee finalized the Request For Proposals (RFP) document to begin the process of identifying a consultant to provide the Board with professional services to evaluate potential repairs and future uses of the three park buildings. This document is being presented to the Board for approval. I am also requesting that I be directed to issue the RFP to the contractors that have been identified by the committee.

Both the RFP and the contractors list have been attached to this packet for review.

Additionally, our legal counsel, David Gehrig, has drafted a Professional Services Agreement to be used when a contractor has been identified by the committee. This document is also attached to the packet for your consideration and approval.

Scope of Work
January 26, 2011 – Parks Building Committee

REQUEST FOR PROPOSALS

Specification No. ____
FOR
KENSINGTON PARK BUILDINGS
INTEGRATED REMODELING PLAN

Dear Proposer:

The Kensington Police Protection and Community Services District (KPPCSD) is soliciting Proposals from qualified firms or individuals to provide professional services to evaluate potential repairs and future uses of three buildings located in Kensington Park, Kensington, California.

The project scope, Proposal contents, and the consultant selection process are summarized below. **Proposals must be received no later than March 18, 2011 at 5 PM.** Proposals must be in a sealed envelope and have “**KENSINGTON PARK BUILDINGS**” clearly marked on the envelope. Please submit one original and four (4) copies of your Proposal, by mail or hand delivery, to: Request for Proposals.

Kensington Police Protection & Community Services District
217 Arlington Avenue
Kensington, California, 94707

Proposals will not be accepted after the date and time stated above. KPPCSD is not responsible for delayed deliveries due to mailing. Submission of a proposal shall constitute a firm offer to the District for ninety (90) days from the submission deadline for Proposals.

For questions concerning the anticipated work, or scope of the project, please **contact Greg Harman, General Manager**, via email at gharman@kensingtoncalifornia.org no later than **March 11, 2011 at 5 PM**. A pre-proposal meeting has been scheduled for **March 4, 2011 at 1 PM**, at the **Community Center, 59 Arlington Avenue** to discuss details of the project and answer any questions. Answers to all questions from proposers, and any addenda, will be circulated to all recipients of this RFP by email.

We look forward to receiving and reviewing your Proposals.

Sincerely,

Greg Harman,
General Manager

BACKGROUND and INTRODUCTION

The Kensington Police Protection and Community Services District (KPPCSD) is seeking Proposals from qualified firms or individuals to assess the best uses for three buildings located in the Kensington Community Park known as the Community Center, Building E, and the Annex (not currently in use). Services to be provided include a professional assessment of the current physical state of the three buildings, recommended repairs, estimates for the cost of the repairs, financial evaluation of the current uses of the buildings, and recommendations for alternate uses of the buildings. KPPCSD seeks recommendations that address the physical needs of the structures, the desired community programs, and financial realities to balance expenses with revenue.

II. SCOPE OF SERVICES

The selected firm will be responsible for providing the following:

1. Evaluation of the physical condition of the three buildings based on existing information, and identification of repairs required to achieve regulatory compliance (seismic/ADA, etc.).
2. Assessment of uses the buildings could serve, taking in to consideration community input, local demographics, and size and location of buildings. The needs assessment should consider both: A) renovation of existing structures; and B) new construction (including possible demolition of existing structures).
3. Proposed renovations and/or new construction that could be conducted to improve the buildings to meet community needs (including provision of conceptual diagrams).
4. Comparison of costs associated with proposed programs, renovations, or new construction, including annual capital replacement cost projections.
5. Comparison of projected revenue generation for each potential use for the buildings, including projected revenue from hosting events in improved facilities.
6. KPPCSD Board Meetings: up to 2 presentations, time to be determined.

III. PROPOSAL CONTENTS

All Proposals shall include the following information:

1. Consultant Identification:

Provide the name of the individual or firm submitting the Proposal, the principal place of business, and the name and telephone number of the contact person.

2. Project Team:

Please list individuals and sub-consultants that you will assign to this project. Provide the professional background of each individual and the role they will play on the project. Please highlight experience with any of the following: a) programmatic needs assessment, planning, designing or construction of similar recreational or community facilities; b) conducting community outreach; and c) conducting meetings with the public and prioritizing the findings.

3. Client References:

Provide a minimum of three (3) client references. References should be California cities or other public sector entities. Provide the designated person's name, title, organization, address, telephone number, and a brief description of the work provided.

4. Project Budget:

Demonstrate ability to track project costs and meet budgetary requirements.

5. Project Understanding and Approach:

Briefly discuss your proposed approach and methodology, work plan and timeline to complete the project.

6. Fee Structure.

Please submit a total all-inclusive sum, including expenses, for the work outlined in this RFP. Please provide hourly rates for key personnel, which shall remain in place for the duration of the contract. Please assume that two meetings with the KPPCSD board will be required, and provide your fee per meeting (which fee shall be included within the all-inclusive sum for work performed on the project.

IV. CONSULTANT SELECTION PROCESS:

The Proposals will be evaluated based on the following factors:

- A. Qualifications and experience of personnel and references:
- B. Ability to meet project deadline and budget:
- C. Project understanding, approach, methodology and work plan:
- D. Fee for services:

KPPCSD reserves the right to request additional information to clarify the Proposals and to conduct interviews, to be conducted by the KPPCSD Park Buildings Committee (“Committee”). The Committee may negotiate the terms and conditions of the contract with the highest ranked firm. If negotiations are unsuccessful, the Committee will terminate the negotiations with that firm and may open negotiations with the next highest ranked firm. If negotiations with this firm are also not successful, the Committee may repeat the negotiation process with the next highest ranked firm. The Committee will make a recommendation to the KPPCSD Board of Directors for a proposed contract award, or to reject all Proposals.

This Request for Proposals does not commit KPPCSD to awarding a contract, to paying any costs incurred in the preparation of the Proposal for this request, or to procuring or contracting for services. KPPCSD reserves the right to reject any and all Proposals, to accept the Proposal it considers most favorable to KPPCSD’s interest in its sole discretion, and to waive irregularities in the procedures. KPPCSD further reserves the right to reject all Proposals and seek new Proposals when such procedure is considered by it to be in the best interest of KPPCSD.

V. PROFESSIONAL SERVICES AGREEMENT

The firm selected by KPPCSD to perform the services outlined in this RFP will be required to execute an Agreement for Professional Services with KPPCSD. The general form of which is attached as Exhibit 1 so that potential Proposers have an opportunity to review the terms and conditions that will be included in the Agreement. Any firm selected for negotiation with KPPCSD may submit proposed modifications to the form of Agreement for consideration by KPPCSD within 3 days of being notified of selection. If no proposed revisions are submitted within this period, Proposer will deemed to have accepted the form of Agreement.

Your attention is directed to Section 12 “Insurance,” of the Professional Services Agreement for types and amounts of insurance that the Consultant will be required to maintain under the Agreement with KPPCSD.

VI. SCHEDULE (dates are subject to change)

RFP Issued	February 18, 2011
Proposals due	March 18, 2011
Proposal Evaluation/ Interview/ Negotiation	March 25, 2011 through April 29, 2011
Award of Contract	May 12, 2011
Complete Project	October 13, 2011

Thank you for your interest in working with KPPCSD for this service. We look forward to receiving your submission.

Attachments:

1. Agreement for Professional Services

PROFESSIONAL SERVICES AGREEMENT
RELATIVE TO
REQUEST FOR PROPOSALS (RFP) NO. ???,
KENSINGTON PARK BUILDINGS INTEGRATED REMODELING PLAN

THIS AGREEMENT is made as of the _____ day of _____, 2011, by and between the KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT (hereinafter referred to as "District") and _____ (hereinafter referred to as "Consultant").

WHEREAS, the District desires to obtain professional services in connection with an integrated building remodeling plan for three buildings in the Kensington Community Park, relative to Request for Proposals (RFP) No. ???, Integrated Buildings Remodeling Plan; and

WHEREAS, the District has issued an RFP dated _____, 2011, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, the Consultant desires to provide such services and has represented that it is experienced and qualified to perform such services. It has submitted a written proposal, dated _____, 2011, a copy of which is attached and incorporated as Exhibit B.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. RENDITION OF SERVICES

The Consultant agrees to provide professional services to the District in accordance with the terms and conditions of this Agreement. In the performance of its work, the Consultant represents that it (1) has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in providing such services; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

2. SCOPE OF SERVICES

The scope of the Consultant's services shall consist of the services set forth in Exhibit A, as supplemented by Exhibit B, except when inconsistent with Exhibit A.

3. SCHEDULE AND TIME OF COMPLETION

The Consultant shall commence work upon the District's issuance of a written notice to proceed and, unless the Agreement is terminated sooner pursuant to Section 19, shall complete all work BY _____.

4. **KEY PERSONNEL**

It is understood and agreed by the parties that at all times during the term of this Agreement that _____ shall serve as the primary staff person of the Consultant to undertake, render and oversee all of the services under this Agreement. Upon written notice by the Consultant and approval by the District, which will not be unreasonably withheld, the Consultant may substitute this person with another person, who may possess similar qualifications and experience for this position.

5. **COMPENSATION**

The Consultant agrees to perform all of the services included in Section 2 for a total all inclusive sum not-to-exceed fee of _____ (\$_____), in accordance with Exhibits A and B. The total all inclusive sum shall include all labor, materials, taxes, profit, overhead, insurance, subcontractor costs and all other costs and expenses incurred by the Consultant. The hourly rate by personnel category shall be as set forth in Exhibit B. The District will pay the Consultant in accordance with Section 13.

6. **NOTICES**

All communications relating to the day-to-day activities of the project shall be exchanged between the District's _____ and the Consultant's _____.

All other notices and communications regarding interpretation of the terms of this Agreement and changes thereto shall be given to the other party in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the District: Kensington Police Protection and Community Services
District
217 Arlington Avenue
Kensington, California, 94707
Attention: Greg Harman, General Manager

If to the Consultant: _____

Attention: _____

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

7. **OWNERSHIP OF WORK**

All reports, designs, drawings, plans, photographic images, video and sound recording, specifications, analyses, charts, tables, schedules and all other materials prepared, or in the process of being prepared, for the services to be performed by the Consultant shall be and are the property of the District. The District shall be entitled access to and copies of these materials during the progress of the work. Any such materials remaining in the hands of the Consultant or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the District. If any materials are lost, damaged or destroyed before final delivery to the District, the Consultant shall replace them at its own expense, and the Consultant assumes all risks of loss, damage or destruction of or to such materials. The Consultant may retain a copy of all material produced under this Agreement for its use in its general business activities.

Any and all rights, title, and interest (including without limitation copyright and any other intellectual-property or proprietary right) to materials prepared under this Agreement are hereby assigned to the District. The Consultant agrees to execute any additional documents which may be necessary to evidence such assignment.

The Consultant represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual-property or proprietary right of any third party.

8. **CONFIDENTIALITY**

Any District materials to which the Consultant has access or materials prepared by the Consultant during the course of this Agreement ("confidential information") shall be held in confidence by the Consultant, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Consultant as necessary to accomplish the rendition of services set forth in Section 2 of this Agreement.

The Consultant, its employees, subcontractors, and agents shall not release any reports, information or other materials prepared in connection with this Agreement, whether deemed confidential or not, to any third party without the approval of the District.

9. **USE OF SUBCONTRACTORS**

The Consultant shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the District, except for service firms engaged in drawing, reproduction, typing, and printing. Any subcontractors must be engaged under written contract with the Consultant with provisions allowing the Consultant to comply with all requirements of this Agreement, including without limitation the "Ownership of Work" provisions in Section 7. The Consultant shall be

solely responsible for reimbursing any subcontractors, and the District shall have no obligation to them.

10. CHANGES

The District may, at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 5 or in the time of required performance as set forth in Section 3, or both. In the event that the Consultant encounters any unanticipated conditions or contingencies that may affect the scope of work or services, schedule, or the amount of compensation specified herein, the Consultant shall so advise the District immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in schedule or compensation. This notice shall be given to the District prior to the time that the Consultant performs work or services related to any proposed adjustment. The pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.

11. RESPONSIBILITY; INDEMNIFICATION

The Consultant shall indemnify, keep and save harmless the District and its directors, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:

- A. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the Consultant caused by a negligent act or omission or willful misconduct of the Consultant or its employees, subcontractors or agents; or
- B. Any allegation that materials or services provided by the Consultant under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

The Consultant further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered against the District or any of the other individuals enumerated above in any such action, the Consultant shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of the Agreement.

12. INSURANCE

A. Types of Insurance

The Consultant shall not commence work until proper evidence of insurance coverage of the types and amounts specified in this section has been provided to the District. The Consultant shall not violate or permit to be violated any

conditions or provisions of said policies of insurance, and at all times shall satisfy the requirements of the insurer for the purpose of maintaining said insurance in effect.

If any claim is made by any third person against the Consultant on account of any incident connected to the Agreement, the Consultant shall promptly report the fact in writing to the District, giving full details of the claim.

Any person, firm, or corporation that the Consultant authorizes to work upon the District's property, including any subcontractor, shall be deemed to be the Consultant's agent and shall be subject to all applicable terms of this Agreement. Prior to the Consultant's start of the work or entry onto the District's property, the Consultant agrees to require its subconsultants to procure and maintain, at the Consultant's (or its subconsultant(s)') sole cost and expense (and to prove to the District's reasonable satisfaction that it remains in effect throughout the performance of the work under this Agreement), the kinds of insurance described below. Such insurance must remain in effect throughout the term of this Agreement and will be at the sole cost and expense of the Consultant (or its subconsultant(s)).

1) Commercial General Liability Insurance

The Consultant shall, at its own expense, procure and maintain Commercial General Liability insurance providing bodily injury and property damage coverage with a combined limit of at least One Million Dollars (\$1,000,000) each occurrence and a general aggregate limit of at least Two Million Dollars (\$2,000,000). This insurance shall include, but not be limited to, premises and operations, contractual liability covering the indemnity provisions contained in this Agreement, personal injury, products and completed operations, and broad form property damage, and include a Cross Liability endorsement.

Said Policy shall protect the Consultant and the District in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

2) Business Automobile Liability

The Consultant shall, at its own cost and expense, procure and maintain Business Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence for all owned, non-owned and hired automobiles. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

3) Workers' Compensation and Employers' Liability Insurance

If the Consultant employs any person to perform work in connection with this Agreement, the Consultant shall procure and maintain at all times during the performance of such work Workers' Compensation Insurance in conformance with the laws of the State of California, and federal laws where applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) for each accident and One Million Dollars (\$1,000,000) for each disease, with a policy limit of One Million Dollars (\$1,000,000).

The policy shall contain a waiver of subrogation in favor of the District and its officers, directors, employees, volunteers, and agents, while acting in such capacity, and their successors and assignees, as they now or as they may hereafter be constituted, singly, jointly, or severally.

4) Professional Liability Insurance

The Consultant shall also maintain Professional Liability Insurance covering the Consultant's performance under this Agreement with a limit of liability of One Million Dollars (\$1,000,000) for any one claim. This insurance shall be applicable to claims arising from the work performed under this Agreement. Prior to commencing work under this Agreement, the Consultant shall furnish to the District a Certificate of Insurance or certified copy of the insurance policy if requested, indicating compliance with the requirements of this paragraph. This certificate or policy shall further stipulate that thirty (30) days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to the District.

B. General Insurance Requirements

1) Acceptable Insurance

All policies will be issued by insurers acceptable to the District. This insurance shall be issued by an insurance company or companies authorized to do business in the State of California with minimum "Best's" rating of B+ and with minimum policyholder surplus of Twenty-Five Million Dollars (\$25,000,000) or a company acceptable to the District in its sole discretion. All policies shall be issued in a form satisfactory to the General Manager of the District and shall be issued specifically as primary insurance. Workers' Compensation coverage requirements may be met with the California State Compensation Fund.

2) Procure and Maintain Insurance

The Consultant must, at its own cost and expense, procure and maintain at all times during the performance of this Agreement, all of the required policies specified above. The failure to procure or maintain the required insurance policies and/or an adequately funded self-insurance program acceptable to the District will constitute a material breach of the Agreement.

3) Terms of Policies

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed. If the insurance is provided on a claims-made basis, it must remain in force for the entire term of the Agreement and a minimum of three (3) years thereafter.

4) Self-Insurance

Upon evidence of financial capacity satisfactory to the District and Consultant's agreement to waive subrogation against the District respecting any and all claims that may arise, the Consultant's obligations hereunder may be satisfied in whole or in part by adequately funded self-insurance.

5) Deductibles and Retentions

The Consultant shall be responsible for payment of any deductible or retention on the Consultant's policies without right of contribution from the District. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that the policy of the Consultant or any subcontractor contains a deductible or self-insured retention, and in the event that the District seeks coverage under such policy as an additional insured, the Consultant shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of the Consultant, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if the Consultant or subcontractor is not a named defendant in the lawsuit.

C. Evidence of Insurance and Endorsements

Prior to commencing work or entering onto the District's property, the Consultant shall file a Certificate of Insurance with the District evidencing the foregoing coverages, including the following endorsements:

- 1) The insurance company(ies) issuing such policy(ies) will provide at least thirty (30) days' notice to the District of cancellation or non-renewal.
- 2) That the policy(ies) is primary insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim that the Consultant is liable for under this section, up to and including the total limit of liability, without right of contribution from any other insurance maintained or which may be maintained by the District.
- 3) Such insurance shall include as additional insureds the District, and its respective directors, officers, employees, and agents while acting in such capacity, and their successors or assignees, as they now or as they may hereafter be constituted, singly, jointly, or severally.
- 4) The policy must also contain either a Cross Liability endorsement or Severability of Interests Clause and stipulate that inclusion of the District as an additional insured will not in any way affect the District's rights as respects to any claim, demand, suit or judgment made, brought, or recovered against the Consultant. Said policy shall protect the Consultant and the District in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

D. Consequence of Lapse

Should any required insurance not be procured or lapse during the term of this Agreement, requests for payment originating after such lapse will not be processed until the District receives satisfactory evidence of reinstated coverage as required by the Agreement. If insurance is not reinstated, the District, may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

13. MANNER OF PAYMENT

The Consultant shall submit progress billings, at the end of each month. Charges will be based upon services performed during the billing period. The billing statement will describe the charges related to the component work performed, as specified in Exhibit B. The District shall endeavor to pay approved invoices within thirty (30) days of their receipt.

14. CONSULTANT'S STATUS

Neither the Consultant nor any party contracting with the Consultant shall be deemed to be an agent or employee of the District. The Consultant is and shall be an independent

Consultant, and the legal relationship of any person performing services for the Consultant shall be one solely between that person and the Consultant.

15. **ASSIGNMENT**

The Consultant shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the District.

16. **DISTRICT WARRANTIES**

The District makes no warranties, representations or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

17. **DISTRICT REPRESENTATIVE**

Except when approval or other action is required to be given or taken by the Board of Directors of the District, the General Manager of the District, or such person or persons as she shall designate in writing from time to time, shall represent and act for the District.

18. **DISPUTE RESOLUTION**

The District and Consultant agree to attempt in good faith to resolve all disputes informally. If agreed to by both parties, alternate methods of dispute resolution, such as mediation, may be utilized. Unless otherwise directed by the District, the Consultant shall continue performance under this Agreement while matters in dispute are being resolved.

19. **TERMINATION**

The District shall have the right to terminate this Agreement at any time by cause or by convenience by giving written notice to the Consultant. Upon receipt of such notice, the Consultant shall not commit itself to any further expenditure of time or resources.

If the Agreement is terminated for any reason other than a breach or default by the Consultant, the District shall pay to the Consultant in accordance with the provisions of Sections 5 and 13 all sums actually due and owing from the District for all services performed and all expenses incurred up to the day written notice of termination is given, plus any costs reasonably and necessary incurred by the Consultant to effect such termination. If the Agreement is terminated for breach or default, the District shall remit final payment to the Consultant in an amount to cover only those services performed and expenses incurred in full accordance with the terms and conditions of this Agreement up to the effective date of termination.

The District shall not in any manner be liable for the Consultant's actual or projected lost profits had the Consultant completed the services required by this Agreement.

20. **CONFLICT OF INTEREST**

The Consultant warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §§ 1090 et seq. or §§ 87100 et seq. during the performance of services under this Agreement. The Consultant further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, a Consultant of the District is subject to the same conflict of interest prohibitions that govern District employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq. as well as all applicable federal regulations and laws). During the proposal process or the term of the Agreement, Consultant and its employees may be required to disclose financial interests.

Depending on the nature of the work performed, the Consultant may be required to publicly disclose financial interests under the District's Conflict of Interest Code. Upon receipt, the Consultant agrees to promptly submit a Statement of Economic Interest on the form provided by the District.

No person previously in the position of director, officer, employee or agent of the District may act as an agent or attorney for, or otherwise represent, the Consultant by making any formal or informal appearance, or any oral or written communication, before the District, or any officer or employee of the District, for a period of twelve (12) months after leaving office or employment with the District if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant or contract.

The Consultant shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement and other solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to the District; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

The Consultant shall not engage the services of any subcontractor or independent Consultant on any work related to this Agreement if the subcontractor or independent Consultant, or any employee of the subcontractor or independent Consultant, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement, the Consultant becomes aware of an organizational conflict of interest in connection with the work performed hereunder, the Consultant immediately shall provide the District with written notice of the facts and

circumstances giving rise to this organizational conflict of interest. The Consultant's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest. If at any time during the term of this Agreement, the District becomes aware of an organizational conflict of interest in connection with the Consultant's performance of the work hereunder, the District shall similarly notify the Consultant. In the event a conflict is presented, whether disclosed by the Consultant or discovered by the District, the District will consider the conflict presented and any alternatives proposed and meet with the Consultant to determine an appropriate course of action. The District's determination as to the manner in which to address the conflict shall be final.

During the term of this Agreement, the Consultant must maintain lists of its employees, and the subcontractors and independent Consultant used and their employees. The Consultant must provide this information to the District upon request. However, submittal of such lists does not relieve the Consultant of its obligation to assure that no organizational conflicts of interest exist. The Consultant shall retain this record for five (5) years after the District makes final payment under this Agreement. Such lists may be published as part of future District solicitations.

The Consultant shall maintain written policies prohibiting organizational conflicts of interest and shall ensure that its employees are fully familiar with these policies. The Consultant shall monitor and enforce these policies and shall require any subcontractors and affiliates to maintain, monitor and enforce policies prohibiting organizational conflicts of interest.

Failure to comply with this section may subject the Consultant to damages incurred by the District in addressing organizational conflicts that arise out of work performed by the Consultant, or to termination of this Agreement for breach.

21. NON-DISCRIMINATION

In connection with the performance of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability or national origin. The Consultant shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

22. COMPLIANCE WITH ALL LAWS

Consultant shall at all times comply with all applicable laws and regulations, including without limitation those regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973.

23. ATTORNEYS' FEES

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable legal fees.

24. SEVERABILITY

If any provision of this Agreement shall be deemed invalid or unenforceable, that provision shall be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement shall remain in full force and effect.

25. NO THIRD PARTY BENEFICIARIES

This Agreement is not for the benefit of any person or entity other than the parties.

26. APPLICABLE LAW

This Agreement, its interpretation and all work performed under it shall be governed by the laws of the State of California.

27. BINDING ON SUCCESSORS

All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives.

28. ENTIRE AGREEMENT; MODIFICATION

This Agreement, including any attachments, constitutes the entire Agreement between the parties with respect to the subject matter hereof and may not be amended except by a written amendment executed by authorized representatives of both parties. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

**FOR KENSINGTON POLICE
PROTECTION AND COMMUNITY
SERVICES DISTRICT:**

FOR CONSULTANT:

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Attorney for the District

** If the Consultant is a corporation, this Agreement must be executed by two corporate officers, consisting of: (1) the president, vice president or chair of the board; and (2) the secretary, assistant secretary, chief financial officer or assistant treasurer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the District is provided demonstrating that such individual is authorized to bind the corporation (e.g. a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws).*

List of Contractors for Park Building RFP

Leddy Maytum Stacy- LMS
677 Harrison Street
San Francisco, CA 94107
(415) 495-1700
info@lmsarch.com
Bill Leddy
Marsha Maytum

Cass Caulder Smith
44 Mclea Court
San Francisco, CA 94103
(415) 864-2800
info@ccs-architecture.com
Sean Kennedy

Aidlin Darling Design
500 Third Street, Suite 410
San Francisco, CA 94107
(415) 974-5603
rc@aidlin-darling-design.com
Josh Aidlin
Peter Larsen
Roslyn Cole

Ollie Lundberg Design
2620 Third Street
San Francisco, CA 94107
(415) 695-0110
info@lundbergdesign.com
Ollie Lundberg

KMD Architects
222 Vallejo Street
San Francisco, CA, 94110
(415) 399-4809
(415) 394-7158 fax
www.kmdarchitects.com
speer@kmd-arch.com

Burks Toma Architects
814 Camelia Street
Berkeley CA, 94710
(510) 524-4255
kburks@burkstoma.com
Karen Burks
Marc Toma

Studio Bergtraun Architects
5500 Doyle Street
Emeryville, CA, 94608
(510) 652-0612
alex@studiobergtraun.com
Alex Bergtraun

Community Design Architecture
350 Frank H Orgawa Plaza F Floor 5
Oakland, CA, 94612
(510) 839-4568
cdaadmin@community-design.com

2 M Associates
PO Box 7036
Landscape Station
Berkeley Ca, 94707
(510) 524-8132
ptmiller@aol.com
Pat Miller
Jane Miller

Keller Mitchell & Co Landscape
302 4th Street
Oakland, CA, 94607
(510) 451-9987
jacque@kellermitchell.com
Jacque Keller

MIG
800 Hearst Avenue
Berkeley, CA, 94710
(510) 845-7549
(510) 845-8750 fax
serena@migcom.com (this is correct)

Mitchell Holiday Architects (unable to locate)
2000 Hearst Avenue Suite 305
Berkeley, CA, 94709
(510) 705-1061
Lillian Mitchell

Muller & Caulfield
339 15th Street
Oakland, CA, 94612
(510) 832-8560
(510) 836-0942
mc@MullerCaulfield.com
Rosemary Muller

Design Community & Environment
1625 Shattuck Avenue 3rd Floor
Berkeley, CA, 94709
(510) 848-3815
(510) 848-4315
www.dceplanning.com
Melissa@dceplanning.com
Sarah Sutton
Melissa Erikson

Harris Design
755 Folger Avenue
Berkeley, CA, 94710
(510) 647-3792
(510) 647-3712 fax
office@hd-la.com
Bill Harris

BSA Architects
501 Folsom Street
San Francisco, CA 94105
(415) 281-4720
smergy@bsaarchitects.com

Shah Kawasaki Architects
1111 Broadway, Suite 1650
Oakland, CA 94607
(510) 663-6090
kmayeda@skarch.com

The following are the e-mail addresses to use to send the RFP:

info@lmsarch.com

info@ccs-architecture.com

info@aidlindarlingdesign.com

info@lundbergdesign.com

speer@kmd-arch.com

kburks@burkstoma.com

alex@studiobergtraun.com

cdaadmin@communitydesign.com

ptmiller@aol.com

Jacque@kellermitchell.com

serena@migcom.com

mc@MullerCaulfield.com

Melissa@dceplanning.com

DISTRICT - OLD BUSINESS

3. General Manager Greg Harman will request that the Board accept the Request For Proposals (RFP) document drafted by members of the Park Restroom Committee and our attorneys at Hanson/ Bridgett, and begin the process of submitting the RFP to firms that have been identified by the Park Restroom Committee.
(Board Action) Page

KPPCSD
Members of the Board
217 Arlington Avenue
Kensington, CA 94707

February 01, 2011

Dear Members of the Board,

Accompanying this letter please find for your consideration, approval and authorization the CONTRACT DOCUMENTS for Phase 4 – Restrooms for Kensington Community Park.

These documents have been assembled by the Restroom Volunteer Team under the direction of Kensington's General Manager, Greg Harman. The documents have been reviewed by the KPPCSD's legal counsel, David Gehrig of Hanson and Bridget.

The documents are complete and ready to be put out to bid with the following date-related exceptions which are dependent on the date of the Board's approval of the Contract Documents.

1. Bid Opening Date. Section 00100, Page 1.
2. Pre-Bid Conference Date. Section 00300, Page 1

These dates are to be inserted into the Contract Documents upon approval of the Board.

Please see attached for your review and consideration:

1. Memorandum from David Gehrig dated January 25, 2011
2. Draft Project Schedule and Draft Estimate of Funding Requirements
3. Draft Construction Phasing Sequence

It is the recommendation of the Restroom Volunteer Team that the KPPCSD Board authorize the CONTRACT DOCUMENTS be used as the basis for bidding, award of contract and construction of the Restrooms for Kensington Community Park.

Sincerely,

Restroom Volunteer Team
Jack Griffith
Italo Calpestri
Andrew Mixer

Memorandum

TO: Gregory Harman
FROM: David S. Gehrig
DATE: January 25, 2011
RE: **Contract documents for Phase 4-Restrooms for Kensington Community Park**

Greg, as we discussed, I have reviewed the *additional revisions to the contract documents* for the Phase 4-Restrooms for Kensington Community Park contract suggested by Andrew Mixer and Jack Griffith on January 22. The most substantive of these revisions is the inclusion of Construction Drawings as a new Attachment F. The revisions are all useful. Moreover, Division 0 and 1 include all applicable public works contracting requirements. Accordingly, this set of contract documents is now complete and ready to be advertised to interested bidders from my legal perspective.

Please let me know if you have any questions regarding the contract documents, or the advertisement or bid phase of this contract.

DRAFT PROJECT SCHEDULE AND DRAFT ESTIMATE OF FUNDING REQUIREMENTS
for
Phase 4 – Restrooms for Kensington Community Park

Draft Project Schedule

1. 2/3 CONTRACT DOCUMENTS put on Agenda for 2/7 Board Meeting.
2. 2/10 CONTRACT DOCUMENTS presented to the Board with recommendation by Hanson Bridgett to use them for the project. Board authorizes the project be put to bid.
3. 2/16 – 3/2 Invitation Inviting Bids publicized.
4. 3/23 Bid Opening
5. 3/23 – 4/4 Review of Bids by GM, Attorney & Volunteer Team
6. 4/7 Recommendation to Board to award the project put on Agenda for 4/14 Board Meeting.
7. 4/14 Authorization of the Board to award the project.
8. 4/18 Notice of Award issued to selected contractor.
9. 4/18 – 5/2 Review insurance & other documents and exchange of contracts.
10. 5/5 Recommendation to Board to execute the contract and issue Notice to Proceed placed on Agenda for 5/12 Board Meeting
11. 5/12 Board authorizes execution of the Contract and Notice to Proceed.
12. 5/13 Notice to Proceed issued with effective date of 5/16.
13. 5/16 – 10/24 Contract work performed. 160 days
14. 10/26 Permit of Occupancy.
15. 10/26 Public Use of Restrooms begins
16. 10/27 – 11/1 Project review and close-out
17. 11/3 Notice of Completion recommendation placed on Agenda for 11/10 Board Meeting.
18. 11/10 authorizes filing of Notice of Completion. 11/14 Notice of Completion filed.
19. 11/14 – 12/17 duration of 35 day lien period.
20. 12/23 Final Payment of Retention

Draft Estimate of Funding Requirements.

Using maximum amount of current pre-bid estimate \$150,000 to \$180,000

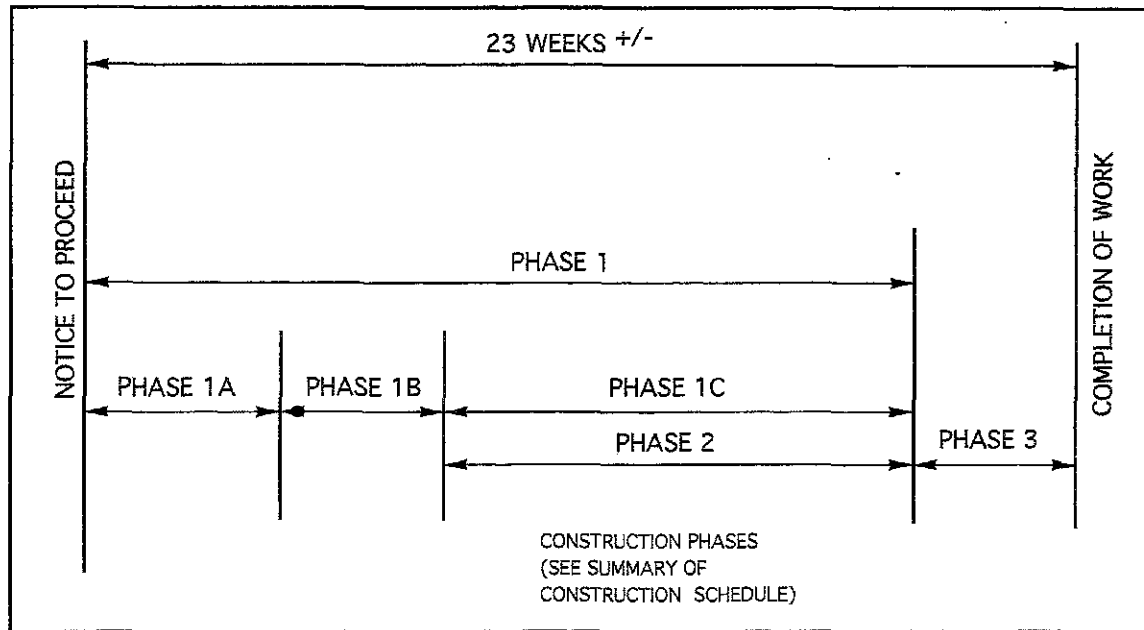
Construction 5/16 – 10/24 \$180,000

Phase 1.	05/16 – 09/26	Building Procurement and Fabrication	\$110,000
Phase 2	08/01 – 09/26	Retaining wall, Utilities and Building Pad	\$ 44,000
Phase 3	09/27 - 10/24	Building Installation, Misc Site Work	\$ 26,000

Note: Amounts are for accrued costs which do not include adjustments for 10% retention amounts and the 35 day lien period following the filing of the Notice of Completion.

DRAFT CONSTRUCTION PHASING SEQUENCE

PHASE 4 - RESTROOMS @ KENSINGTON COMMUNITY PARK



SUMMARY OF CONSTRUCTION SCHEDULE

		ESTIMATED TIME
PHASE 1	A. BUILDING PLANS: CONTRACTOR TO PROVIDE DOWN PAYMENT AND INSTRUCT BLDG. MFR. TO PREPARE BUILDING PLANS AND SPECIFICATIONS FOR SUBMITTAL TO DISTRICT FOR REVIEW AND COMMENT. DISTRICT TO REVIEW AND RETURN PLANS WITH COMMENTS. BLDG. MFR. TO RESPOND TO COMMENTS, MAKE ANY NECESSARY CORRECTIONS AND RESUBMIT DOCUMENTS FOR DISTRICT SIGNATURE.	7 WEEKS
	B. CONTRACTOR TO SUBMIT DOCUMENTS TO COUNTY FOR BUILDING PERMIT. UPON RECEIPT OF PERMIT BLDG. MFR. TO BEGIN WORK ON BUILDING.	4 WEEKS
	C. MANUFACTURING OF BUILDING	8 WEEKS
PHASE 2	SITE PREPARATION, DEMOLITION, EXCAVATION, WALL CONSTRUCTION, INSTALLATION OF SEWER, WATER AND ELECTRICAL LINES TO BUILDING SITE AND CONSTRUCTION OF BUILDING PAD.	8 WEEKS*
PHASE 3	DELIVERY OF BUILDING TO SITE AND INSTALLATION ON PERPAD. PAD. WATER, SEWER AND ELECTRICAL HOOK-UP AND INSTALLATION OF CONCRETE PAVING & CLOSE OUT.	4 WEEKS

* THIS WORK WILL BE DONE DURING THE PERIOD WHEN THE BUILDING IS BEING MANUFACTURED

Memorandum

Kensington Police Department



To: KPPCSD Board of Directors

APPROVED YES NO

From: Gregory E. Harman, General Manager

Date: Thursday, February 03, 2011

FORWARDED TO:

Subject: Old Business Item #3 Park Restroom RFP

Due to the size and length of the documents, the Contract Documents and the Bid Documents are not enclosed in the agenda packet but have been sent to you and along with a copy to the Kensington Library, as an attachment to the packet.

These documents will be scanned and made a part of the packet that will be placed on the web site.

These documents are also being made available for purchase at the cost of reproducing them of \$25.00.

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DISTRICT - OLD BUSINESS

4. Kensington resident Bryce Nesbitt will give a presentation the board on the Kensington pathway system and history, leading into:
 - a. Request to the board support the ongoing KIC based effort to maintain the existing paths in Kensington using volunteer labor.
 - b. Request to the board support the current KIC based effort to place street signs marking the pathways, and to nominate new permanent names for the paths in the County GIS and emergency systems.
 - c. Discuss if the board can reasonably ask the County to formally accept responsibility for the pathways, under the liability protection offered by California Government Code Section 831.4.
 - d. Request that the board endorse the reopening of the path segment from Arlington Ave to Amherst Avenue, subject to an appropriate and safe design, to be reviewed by KPPCSD, KMAC and perhaps Diablo Fire Safe Council. Possible

This item was tabled until this meeting by the Board at the January meeting.

President Toombs has proposed Resolution 2011-04, a resolution regarding the Kensington community paths for board review and possible adoption as an alternative to that suggested by Bryce Nesbitt. (Board Action) Page

Memorandum

Kensington Police Department



To: KPPCSD Board of Directors

From: Gregory E. Harman, General Manager

Date: Thursday, February 03, 2011

Subject: Old Business Item #4 Kensington Paths

APPROVED YES NO

FORWARDED TO:

Old Business #4 is an agenda item presented by Bryce Nesbitt at the January Board meeting that was tabled until the February meeting.

Bryce has included new background information on this item that is part of this packet.

Board President Chuck Toombs has also drafted a proposal for Resolution 2011-04, for board review and possible adoption. The proposed resolution, along with a copy of a Contra Costa County Public Works Department Internal Report regarding Kensington path costs, is part of the agenda packet.

NESBITT PROPOSED RESOLUTION DRAFT

PROPOSED RESOLUTION

The Board of Directors (the "Board") of the Kensington Police Protection and Community Services District (the "District"), hereby finds that:

1. There is a decades long recorded history of attempts in the community to permanently resolve the issue of liability, land ownership, and maintenance of the pathways, but these attempts have not met with success to date.
2. Even in their current state, Kensington's mid-block walking pathways provide valuable recreational opportunities for local residents, access to fresh air and bay views, and useful shortcuts to stores and bus lines.
3. Kensington's walking pathways have presented a minimal trouble over the years, with no reported serious incidents found in a search of Police and Fire Department records.
4. Kensington's walking pathways may provide escape or access routes during an emergency, as similar paths did during the 1991 Oakland Firestorm.
5. Kensington's walking pathways are also utility corridors, and protection of utility lines therein is in the best interest of the entire community.

Now therefore, the Board does hereby resolve:

1. To support the ongoing volunteer effort of the Kensington Improvement Club, path neighbors, and community members to weed and maintain pathways.
2. To ask the Real Property Division of the County of Contra Costa to notify the KPPCSD and the community, should any private party file papers to vacate County rights to real property in Kensington, including the property designated as pathways on subdivision maps.
3. To support the community effort to name the pathways, and to ask the County of Contra Costa to cooperate in the placement of street signs to mark path entrances. In addition to contribute "local matching funds", should the County so require, in the estimated amount of \$5000.
4. To form a board subcommittee to study an expansion of the district's role to include the pathways, potentially leading to a request that the County of Contra Costa to accept dedication of the pathways, forming a "Joint Use" agreement to bring the paths clearly under local Kensington control.

PASSED AND ADOPTED by the Board of Directors of the Kensington Police Protection and Community Services District (KPPCSD) this XXXXXXXX by the following vote:

AYES: NOES: ABSENT: ABSTAIN:

Chuck Toombs, President _____

Attest, District Secretary _____



Iron Horse Corridor Adopt-the-Corridor Program Handbook

Appendix A-2: Corridor Maintenance Agreement

**PLEASE READ CAREFULLY
THIS IS AN AGREEMENT TO MAINTAIN YOUR PROJECT**

THIS AGREEMENT by and between _____, herein called the "Sponsor" and Contra Costa County, herein called the "County", WITNESSETH THAT:

WHEREAS, the Sponsor has requested permission for a project within the Iron Horse Corridor between _____ and _____ consisting of _____ in general _____

NOW, THEREFORE, in consideration of the mutual benefits received by County and the Sponsor from participation in the Adopt-the-Corridor Program, the parties hereto agree as follows:

1. The County grants permission to the Sponsor to adopt the Iron Horse Corridor as shown on the attached site map and described in the Right of Entry Permit approved by the County.
2. The Sponsor accepts maintenance responsibility for the project. Sponsor hereby commits to maintaining the project a minimum of _____ times a year.
3. The Sponsor agrees to have a current, valid Right of Entry Permit covering each time the Sponsor performs maintenance work on the project.
4. If Sponsor fails to comply with this Agreement, the County has the right to remove the project without cause or notice and return the Corridor to its previous condition.
5. Sponsor will provide all labor, materials, and equipment used for maintenance of the project.
6. Maintenance work on project will follow the same process as new Adopt-the-Corridor projects and described in the Adopt-the-Corridor Program Handbook.

IN ACKNOWLEDGEMENT WHEREOF, the parties to this Agreement have herein below affixed the signatures of their duly authorized representatives.

SPONSOR NAME: _____

(Signature)

(Printed Name)

(Title)

(Mailing Address)

(State/Zip Code)

(Phone Number)

APPROVED BY THE DEPARTMENT OF PUBLIC WORKS

BY: _____
Assistant Public Works Director, Transportation Engineering Division

DATE: _____



Iron Horse Corridor Adopt-the-Corridor Program Handbook

Appendix A-3: Right of Entry Permit Application

CONTRA COSTA COUNTY PUBLIC WORKS DEPARTMENT
APPLICATION AND PERMIT CENTER
651 PINE STREET, 2ND FLOOR, NORTH WING, MARTINEZ, CA 94553
PHONE: 925-335-1375 FAX: 925-335-1376
e-mail: rhendry@pw.co.contra-costa.ca.us

COUNTY PROPERTY RIGHT OF ENTRY PERMIT

Rev 10/26/04

Form with fields for Permit \$, Inspection \$, Bond \$, Receipt No., Fed Tax ID No., Permit No., Area, TBM, USA No.

Permit to do work in accordance with the special requirements shown or listed herein. Read both sides of this Permit and all the Attachments carefully. Keep this permit at the work site.

Permittee:
Address:
City/State/Zip:
Contact Person: Telephone Number: Fax Number:

Expiration Date: This permit is valid for one year from the start date.
Volunteers who need to continue planting or maintenance activities past the completion date must acquire a new permit.

Permitted Activity:

Start Date: Projected Completion Date:

Site Location:

General Permit Conditions:
1. ALL WORK MUST BE COORDINATED WITH THE IRON HORSE CORRIDOR MANAGER. WORK DONE WITHOUT NOTIFICATION IS SUBJECT TO REJECTION AND/OR A PENALTY OF \$100.
2. IF WORK is performed without a permit, the fee shall be double the amount per fee schedule or a minimum of \$300.
3. IF this permit is for an EXCAVATION in the County property, it is not valid without a current USA Number.
4. THE IRON HORSE CORRIDOR MANAGER may modify this permit to meet field conditions.
5. Standard Right of Entry Permit Conditions; Sections I & II on the back of this permit apply. READ CAREFULLY.
Items Attached or Referred to Herein and Made Part Hereof:
The Permittee agrees to save, indemnify and hold harmless the County of Contra Costa, its officers, employees and agents from all liabilities imposed by law by reason of injury to or death of any person(s) or damage to property, including without limitation liability for trespass, nuisance or inverse condemnation, which may arise out of the work covered by this permit and does agree to defend the County, its officers, employees and agents against any claim or action asserting such a liability.
Signature of Permittee: Date:
Print Name:

By: Robert B. Hendry III, Permit Technician Date:

For: Maurice Shiu, Public Works Director, Contra Costa County

C:\Permits\ENCROACTIVE\PEP-FORMS\Right of Entry Permit 00 revised.doc

RIGHT OF ENTRY / JOINT-USE PERMIT GENERAL CONDITIONS

I. GENERAL PERMIT CONDITIONS

1. **ALL WORK MUST BE INSPECTED.** – The inspector will answer all questions. Work done without inspection may have to be removed and reconstructed.
2. THE INSPECTOR may modify this permit to meet field conditions.
3. **INSPECTION CHARGES** – Will be billed to whomever takes out the permit. Any exceptions must be resolved before the permit is issued. Permits will not be signed off as complete until all the review and inspection charges are paid in full.
4. TO ARRANGE for a REFUND of fee or bond deposits, schedule a final inspection by phoning your inspector. Refunds will be made **90 days** from the date work is accepted. A signed off permit from another agency or utility company does **not** guarantee the work performed under this permit is completed satisfactorily. Contact your inspector for a final inspection.
5. **PROTECTION** - Provide and maintain enough barricades, lights, signs, cones, flaggers and other safety measures to protect the public and the users of the facility in accordance with the State Department of Transportation Manual of Traffic Controls for Construction and Maintenance Work Zones (Current Edition).
6. **STANDARDS** - Work shall be in accordance with the County Standard Specifications and Standard Drawings or as directed by the inspector.
7. **UTILITIES** - Utility relocations are the responsibility of the Permittee.
8. **UNDERGROUND SERVICE ALERT (USA)** – USA must be contacted prior to excavating in a County right of way. USA's telephone number is 800-227-2600. **No excavation is permitted without a current USA number.** Any work found in progress without a valid USA number will be shut down and the right of way cleared.
9. **SURVEY MONUMENTS SHALL BE PROTECTED.** Any survey monuments or property corners removed, or disturbed, shall be replaced using surveying practices acceptable to the County Surveyor, who can be contacted at (925) 313-2314
10. **USE OF THE PROPERTY** – Permittee shall make sure that the work performed under this permit will not interfere with the normal use of the property by others. When working on the grounds of the public property, keep at least a 2 meter (6') wide passage for pedestrians and a 2.5 meter (8') wide passage for bicycles at all times. When working on a parking area or access road, keep at least one 3 meter (10') traffic lane open to traffic, at all other times, two 3 meter (10') wide lanes shall be open.
11. If there are other permitted facilities on, under or above the property, the applicant's facilities shall not interfere with existing facilities and uses; the permittee shall notify existing users of the intent to gain entry onto the public property.
12. In addition to this Right of Entry Permit, an encroachment permit may be required from the East Bay Regional Park District for work or access to the Iron Horse Trail Corridor. Contact the East Bay Regional Park District at (510) 635-0135 extension 2562 for more information.
13. **Property Ownership.** Permittee hereby understands that Contra Costa County owns that property (Property) described in Section C. on this Right of Entry / Joint-Use Permit. Permittee further understands that portions of the Property may have been conveyed through easement agreements, or other conveyances, to other entities for the placement of underground utilities, pipelines, conduits, et cetera. Permittee is hereby given the right to enter onto the Property subject to Permittee's strict adherence to the conditions described in this Right of Entry / Joint-Use Permit.

II. SPECIAL REQUIREMENTS - TRENCH CUTS (See County Standard Specifications for Detailed Requirements).

1. **TRENCH EXCAVATION** – The minimum excavated trench width shall be 300mm (12"). The Permittee shall not excavate trenches in advance of pipe placement. No more trench shall be excavated than can be finished, including pipe placement, backfill and temporary paving, on the same day. Shoring shall comply with current CAL-OSHA safety orders. Pavement to be removed shall be scored to neat straight lines. Pavement removal shall not cause damage to pavement outside the scored lines. Excess excavated material shall be removed immediately from the site.
2. **TRENCH BACKFILL** – Trench backfill shall conform to the following requirements unless otherwise directed by the inspector or any attached Permit Conditions.
 - a. **Trench Backfill requirements** - Within the paved area of the roadway including the shoulder, curb/gutter and sidewalk areas: The minimum trench backfill shall match the existing structural section of the road or have a minimum of 12-inches of Class 2 aggregate base and 3-inches of asphalt concrete, whichever is greater. The minimum relative compaction of the Class 2 aggregate base and the asphalt concrete shall be 95 percent. The backfill from the bottom of the structural section to the top of the pipe bedding shall be Class 2 aggregate base or structural backfill per Caltrans Standard Specifications, Section 19-3.06, "Structural Backfill." The minimum relative compaction of the aggregate base or structural backfill shall be 95 percent. The bedding material and dimensions shall be per the specifications of the utility installing the facility. The minimum relative compaction of the bedding material shall be 90 percent.
 - b. **Other road right-of-way areas:** From finished grade to the top of the pipe bedding material the trench backfill shall consist of existing material or suitable backfill material as approved by the inspector. The bedding material and dimensions shall be per the specifications of the utility installing the facility. The trench backfill and bedding material shall have a minimum relative compaction of 90 percent.
3. **No jettling is allowed under any paved area or within a distance of 1.25 meters (4') from the edge of existing paved area.** Backfill shall be compacted by impact, vibration or any combination of these. Jettling will be allowed only when more than four feet from the pavement and when the backfill and trench are suitable for jettling as determined by the inspector in his/her sole judgement, and shall be supplemented with mechanical compaction to obtain required relative compaction.
4. **TEMPORARY PAVING** - Temporary paving (or permanent paving) shall be placed at the end of each workday. Temporary pavement shall be 40mm (1.5") minimum thickness, and shall be replaced within two weeks with permanent pavement. If permanent paving is not completed in two weeks, it may be paved by County forces and the Permittee will be charged the cost, plus appropriate overhead charges. Permittee agrees to pay said cost and overhead charges immediately upon demand by County.
5. **BASE AND PAVEMENT REPLACEMENT** - The roadway structural section shall be replaced as stated on the permit; otherwise replacement shall be in-kind except that the minimum replacement shall be 50mm (2") of asphalt concrete and 0.4 meters (16") of Class 2 Aggregate Base.
6. **TRENCH IN UNPAVED AREAS:** Trenching in unpaved areas shall conform with the provisions of this section except that backfill with native material will be allowed starting 0.3 meter (1') from the top of culvert or pipe or underground structure. The surface of the trench and surrounding areas shall be restored to its former state. Lawn areas shall be replaced with new sod of the same seed material. Landscaped areas shall be restored with plants such that the coverage will be reestablished within one year. Permittee shall submit a planting list to the County for review and approval before this permit is issued. Care shall be used to protect the area adjacent to the trench. Excavated material shall not be placed on the area adjacent to the trench unless specifically allowed by the inspector in writing prior to excavation.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

Adopted this Resolution on June 6, 1989 by the following vote:

AYES: Supervisors Powers, Fahden, Schroder, McPeak & Turlakson

NOES: None

ABSENT: None

ABSTAIN: None

RESOLUTION NO. 89/360

SUBJECT: Resolution of Intention to annex the Kensington Area, as Zone 21 of the County Landscaping and Lighting District AD 1979-3 (LL-2), and set a hearing date. W.O. 6X5441

The Board of Supervisors of Contra Costa County RESOLVES that:

The Public Works Director, has filed with the Clerk of the Board the required Engineer's report. This report contains a full and detailed description of the proposed work on the existing landscaped areas, the Kensington Pathways, the boundaries of the assessment district, and the proposed assessments upon all residential/commercial lots within the assessment district. The Engineer's report is hereby APPROVED by the Board of Supervisors and is open to public inspection.

The Board of Supervisors DECLARES its intention to order the annexation of the Kensington Area, as Zone 21, to the County Landscaping District AD 1979-3 (LL-2), and to levy and collect assessments for the fiscal year beginning July 1, 1989 and ending June 30, 1990 to help in maintaining, servicing and where funds are available to install public landscaping. Pathway facilities are to be maintained and improved, as directed, on a fiscal year by fiscal year basis. The assessments to be levied will be:

All Residential/Commercial parcels \$12.10 per year

The Board DIRECTS that a public hearing on the annexation of the Kensington Area and the levy of the assessments will be held on Tuesday, July 11, 1989 at 11:00 a.m. in the Chambers of the Board of Supervisors of Contra Costa County, Administration Building at 651 Pine Street, Martinez, California 94553. Any interested persons, prior to the conclusion of the hearing, may file a written protest with the Clerk of the Board. A written protest shall state all grounds or objections. A protest by a property owner shall contain a description sufficient to identify the property owned by him.

The Public Works Director is hereby DIRECTED to mail the notice of hearing as required by Section 22556 of the Streets and Highways Code.

The Clerk of the Board is hereby DIRECTED to publish the Resolution of Intention as required by Section 5061 of the Government Code and Section 22552 of the Streets and Highways Code.

Originator: Public Works (ES)
cc: County Administrator
Director Community Development
Auditor-Controller
Treasurer/Tax Collector
County Counsel
P.W. Accounting

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: JUN 6 1989
PHIL BATCHELOR, Clerk of the Board
of Supervisors and County Administrator

By Barbara Sidani, Deputy

kensing.ra2

RESOLUTION NO. 89/360

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unity

Public Works Department

255 Glacier Drive
Martinez, California 94553-4897
FAX: (510) 313-2333
Telephone: (510) 313-2000

October 21, 1997

J. Michael Walford
Public Works Director

Milton F. Kubicek
Deputy - Engineering

Patricia R. McNamee
Deputy - Operations

Maurice M. Shiu
Deputy - Transportation

S. Clifford Hansen
Deputy Administration

Rosemary Barnwell
19 Lennox Ave.
Kensington, Ca. 94707

RE: October 20, 1997 Request for Current Budget Status of LL2-Zone 21 and Official Statement Regarding the Status of the Kensington Pathways.

Dear Rosemary:

I have enclosed a copy of the current fiscal year, 1997-98, estimated budget for the Kensington Landscape District, LL2-Zone 21. I've taken the copy from my 1997-98 Countywide Landscape District LL2 Engineer's Report. Included with this report, is a report showing the prior fiscal years expenditure/revenue balances.

The 1997/98 Budget Report includes cost estimates for operation and maintenance, administration, utilities, and Auditor's tax roll fees. Please note that the carryover of funds from the previous fiscal year, 1996-97, reflects a deficit and therefore the reason for a zero dollar amount shown in the Capital Improvement section.

The cost of the median islands #1 & #5 project was approximately \$59,000. The project took place during the 1994/95 fiscal year. We had entered FY 94/95 with a surplus of \$20,779.91. Due to the costs of the landscaping project during FY 95/96, we ended that year with a deficit of \$25,622.68. The current deficit is \$6,667.72.

The cost for median island landscape reconstruction could run approximately \$30,000 per median. These costs include landscape architectural planning, plan reviews, inspections of the construction, plant materials, irrigation facilities (water meter alone is approximately \$10,000), and administration.

Since we are still operating in a deficit, the future landscape improvements for median islands #2, 3, & 4 will remain on hold until such time that we have been able to build up a surplus of funds. We are accomplishing this feat through limiting our maintenance to approximately four hours of work every other week. Although the maintenance hours are limited, please rest assure that the landscaping will not be neglected.

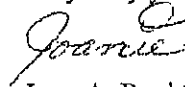
As always, staff will always be on hand to answer your questions, as well as attend to special requests. Please keep in mind, staff, along with your understanding and assistance, is trying to accomplish a goal of paying off the deficit in order to build up the funds for future projects.

With respect to the Kensington Pathways, the County does not own or have easement rights over this property. Because of the liability issues arising from the Bay Point slide last year, the Board of

Supervisors is not willing to assume any additional liability where it doesn't have to. The pathway system in Kensington, to the best of our knowledge, is not owned by anyone. Local residents have over the years used or modified the pathways for their own use. County Counsel has advised staff that if the County maintains the pathways, we would become legally responsible for them. The County is therefore not willing at this time to assume any liability through maintenance activities for the pathway system.

If you have any questions or I can be of further assistance, please contact me at (510) 313-2286.

Very truly yours,

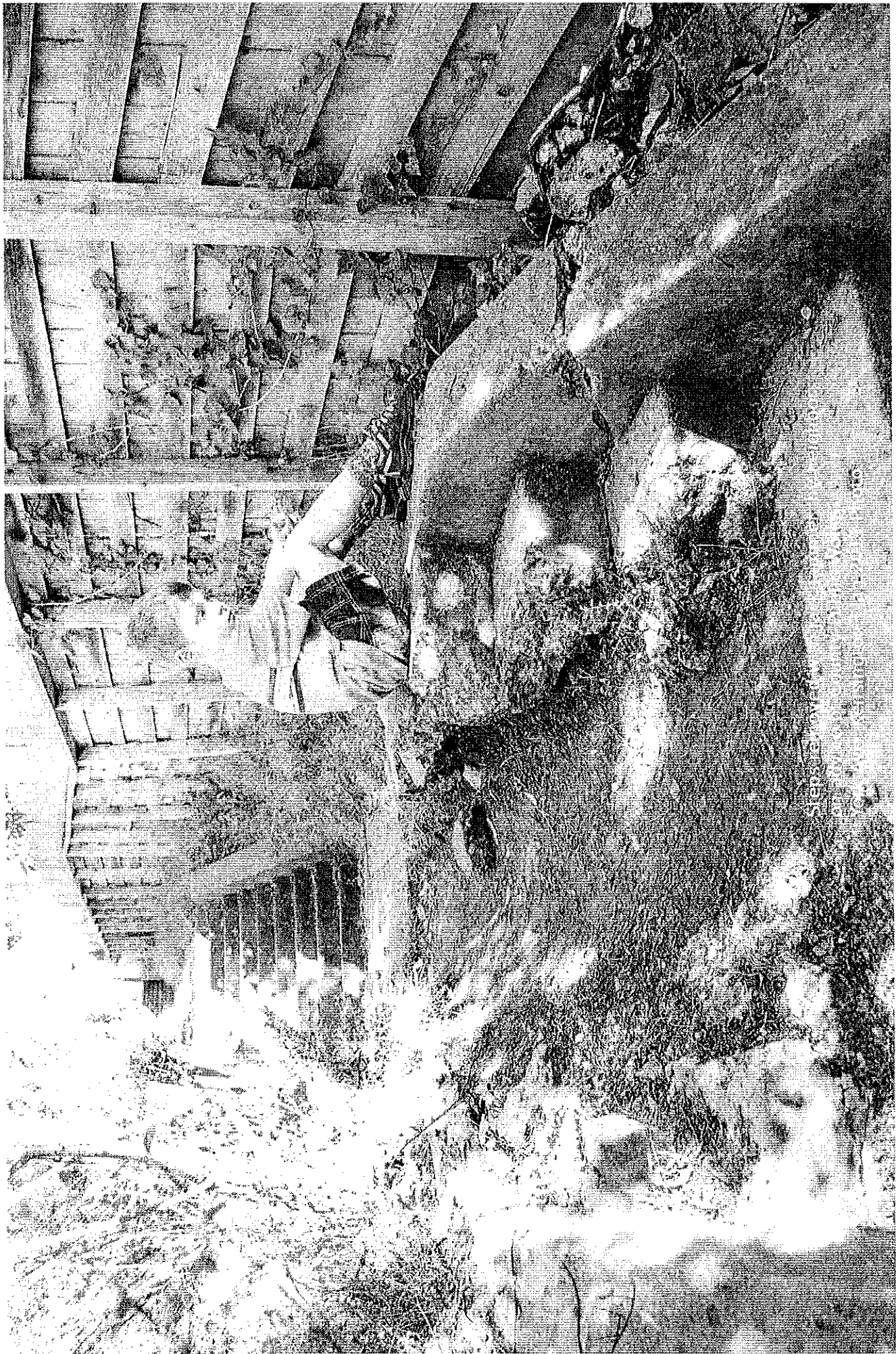


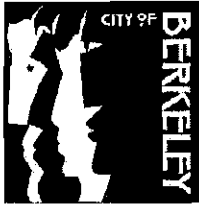
Joan A. Rushton
Engineering Technician
Special Districts

SE:JRCa

g:\Eng Svcs\SpDist\jrbarnwell.zl
Enclosures

cc: H. Ballenger, Engineering Services
S. Epperly, Special Districts
S. Epperly, Special Districts
B. Turner, General Services





Office of the City Attorney

January 18, 2011

Bryce Nesbitt
99 1/2 Ardmore Road
Kensington, CA 94707

Re: Berkeley Paths


Dear Mr. Nesbitt:

In response to your request, in the past seven years, which is the time-period for which our records are readily searchable, there have been no claims or judgments pertaining to personal injuries sustained as a result of the use of any City of Berkeley paths, as defined by your request. The one possible exception was a claim/lawsuit regarding a path near the Cal Sailing Club in the Marina, which suit was voluntarily dismissed due to the immunity you note. However, that path is flat, paved, and within a park setting, and I don't believe that is the type of path you are referring to. Also, many years ago, I recall a personal injury lawsuit regarding the Fountain Steps near the Marin Circle due to a broken step. But that was more than 10 years ago and I do not have that record readily available.

Thank you for your inquiry.

Very truly yours,

ZACH COWAN
City Attorney

By: 
MATTHEW J. OREBIC
Deputy City Attorney

Subject: RE: Public Records Request - Claims or Settlements
From: "Jerry Bradshaw" <jeb@ci.el-cerrito.ca.us>
Date: Tue, January 18, 2011
To: "Bryce Nesbitt" <bryce2@obviously.com>
Cc: "Cheryl Morse" <cmorse@ci.el-cerrito.ca.us>
"Karen Pinkos" <KAP@ci.el-cerrito.ca.us>, "Sky Woodruff" <swoodruff@ci.el-cerrito.ca.us>

Bryce,

I just heard from our insurance pool person, and she states that no claims appeared when she ran a report for Pedestrian Falls/Hazards on Trails for the past 15 years. This aligns with the anecdotal information I had, so I think that's that.

I've attached her email for your reference. Let me know if I can do anything more for you.

Jerry Bradshaw
Public Works Director / City Engineer

Subject: RE: Public Records Request - Claims or Settlements
From: "Cheryl Morse" <cmorse@ci.el-cerrito.ca.us>
Date: Mon, January 3, 2011
To: "Bryce Nesbitt"
Cc: "Karen Pinkos" <KAP@ci.el-cerrito.ca.us>

Dear Mr. Nesbit: The city is continuing to search for documents responsive to your request and will contact you by January 18, 2011 to let you know whether there are any disclosable records. Neither the Public Works Director or our internal claims administrator can recall a specific claim related to the paths and we are checking with our Risk Manager and reviewing our records indices.

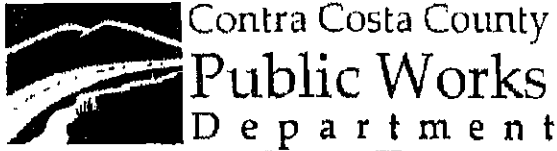
If any disclosable records are located, please know that the inspection of these records is free, however, any copies of standard sized records may be obtained for 10 cents per page which must be paid prior to their release.

Sincerely, Cheryl Morse, City Clerk

From: Bryce Nesbitt
Sent: Thursday, December 23, 2010
To: Woodruff, Sky
Subject: Re: Public Records Request - Claims or Settlements

...The City has a series of mid-parcel hillside pathways. I am seeking summaries of any claims on those parcels or judgments paid (for example, liability after a slip and fall incident... or liability due to a claim a burglary suspect used the path)....

Paths



Maurice M. Shiu, Director
Julia R. Bueren, Chief Deputy Director
Deputy Directors
R. Mitch Avalon • Brian M. Balbas
Stephen Kowalewski • Patricia McNamee

Memo

REFERENCE

TO: Supervisor John Giola, District I

DATE: December 3, 2007

FROM: Maurice M. Shiu, Public Works Director *M Shiu*

SUBJECT: **Cost Estimates for Kensington Path, Drainage Improvement, and Utility Undergrounding Projects**

As agreed upon at your September 17, 2007 meeting with Kensington residents, the Public Works Department staff has compiled estimates for the following projects:

- Construction or reconstruction of twelve paths to current safety and maintenance standards (see attached 11/27/07 report)
 - \$2.8 million for twelve paths, or an average of \$235,000 per 250-foot path.
- Maintenance of all twelve paths (see attached 11/27/07 report)
 - \$18,000 per year for operational maintenance.
 - \$12,000 per year plus administration costs for major repair reserve fund.
- Upgrade of Kensington's drainage system (see attached 11/28/07 memo)
 - \$12.3 million for installation of drainage infrastructure in Kensington.
 - Three zones identified for alternative cost analysis.
 - Estimate does not include cost for downstream outfall structures or required environmental mitigation.
- Undergrounding of all overhead utilities (see attached 10/29/07 memo)
 - \$47 million for all 82,000 feet of underground facilities required, or an average of \$520 per linear foot of underground joint trenching.
 - Project must be split into at least eight phases based on conversations with PG&E about project scope and practical considerations.

Please contact me if you have questions or comments.

NMS:RS:rs:mw
G:\Admin\SHIU\2007\Memo - Giola - Kensington Projects.docx
c: Members, Board of Supervisors
J. Cullen, County Administrator
R. Shimano, Transportation Engineering

RECOMMENDATION: Where feasible, Berkeley should implement the specific streetscape enhancements developed as part of specific area plans. Consideration should be given to placement of structures such as news racks or bike racks that may obstruct fire hydrants or access to buildings from the street.

6.8. SAFE ROUTES TO SCHOOL

Proximity to schools was one of the primary factors in ranking and prioritizing the projects. Many of the corridor-wide improvements identified above would involve pedestrian enhancements near school areas. Improvements at these locations could benefit school-aged children walking to and from school, in addition to improving conditions for all pedestrians in the neighborhood. In addition, a Safe Routes to School project near Jefferson Elementary is identified in the stand-alone projects list below. Finally, a variety of Safe Routes to School related non-infrastructure programs are discussed in Chapter 7.

RECOMMENDATION: Berkeley should continue to implement Safe Routes to School projects as part of their effort to improve pedestrian safety in school areas. The City should actively pursue SR2S grants for any needed pedestrian improvements located near school zones. **Appendix A** shows a list of prioritized locations for Safe Routes to School improvements; these are located at intersections with at least three schools within 0.25 miles of the intersections and are in the top 100 ranked intersections.

6.9. PATHS AND STAIRS PROJECTS

6.9.1. HISTORIC BERKELEY HILLS PATHWAYS AND STAIRS

A unique network of over 130 historic pedestrian pathways and stairways exists in the Berkeley Hills. The pathways offer quiet resting places, panoramic viewpoints and critical pedestrian routes down from the hills neighborhoods, linking narrow and winding streets. The Department of Public Works has a detailed database of public pathways and publicly dedicated rights-of-way that was developed during the City of Berkeley's General Plan process.² The Berkeley Path Wanderers Association, a non-profit community group, has created a map of these pathways and works to improve them by installing simple wooden steps with volunteer labor. Some of the dedicated path alignments are currently unbuilt, impassable, steep, and not ADA-compliant. The City of Berkeley should seek to improve the remaining unbuilt pathways, and continue to cooperate with the Path Wanderers Association on this effort. Note that pathway improvements may impact existing drainage patterns and may require additional construction. The City should ensure that existing pathways are well maintained, kept clear of vegetation and well-signed so that residents can access them. In the event of an emergency, these pathways could serve as critical evacuation routes for large numbers of pedestrians in the hill area.

RECOMMENDATION: The City of Berkeley should work with the Berkeley Path Wanderers Association to improve the historic network of pathways and stairs in the hills. Priorities and cost estimates for pathway improvements are listed in **Appendix A**.

6.9.2. SHARED-USE BICYCLE/PEDESTRIAN PATH PROJECTS

A number of shared-use bicycle/pedestrian path projects are planned in Berkeley. These projects serve pedestrians as well as other non-motorized users such as bicyclists and roller bladers, and may be used by both recreational users and commuters. Most of these projects are shown on the 2005 Bicycle Master Plan Update map.

² City of Berkeley General Plan, Transportation Element

Item	Unit	Unit Cost
Signs, Warning	EA	\$200
Stop Limit Bars/ Yield Teeth (per lane)	EA	\$300
Trash Receptacle	EA	\$1,200
Trees	EA	\$800
Truncated Domes (retrofit plastic)	EA	\$800

10.2.2. CITYWIDE PROJECT COSTS

Costs for the citywide projects are shown in Table 10-2. Costs are shown for the total improvements recommended in the plan, and then an average cost over 20 years is shown. Some of the lower cost improvements such as signage and crosswalk restriping would likely be done in a phased corridor approach in less than 20 years. The total cost for the citywide projects is estimated at approximately \$5.6 million, with the high costs attributed to the Perpendicular Curb Ramp projects, Truncated Dome Retrofit projects, Class I Multi-Use Trail projects, and Sidewalk Infill projects.

Table 10-2
Citywide Project Costs

Project Category Name	Total Cost	Average Annual Cost over 20 Years
Sidewalk Gap Infill	\$1,660,968	\$83,048
Perpendicular Curb Ramp Retrofit	\$895,000	\$45,000
ADA Truncated Domes Retrofit	\$639,200	\$32,000
Crosswalk and Warning Signage Improvements	\$39,000	\$1,950
Signal Timing Adjustments	No Capital Cost	N/A
Countdown Signal Installation	\$97,600	\$4,880
Audible Signal Installations	\$63,000	\$3,100
High Visibility Crosswalk Markings	\$199,200	\$9,960
Parking Restrictions (Red Curbs)	\$109,440	\$5,472
Speed Feedback Signs	\$70,000	\$3,500
Historic Pathway Projects	\$232,000	\$11,600
Class I Multi-Use Path Projects	\$1,575,000	\$78,800
Stop Bars at Signalized Intersections	\$104,400	\$5,220
TOTAL COST CITYWIDE PROJECTS	\$5,684,808	\$284,530

10.2.3. PRIORITY INTERSECTION, CROSSWALK AND CORRIDOR PROJECT COSTS

Costs for the intersection, corridor and standalone projects are presented in Table 10-3. The total cost for these improvements is estimated at \$9 million. The costs for these major projects may vary considerably depending on a variety of conditions and assumptions. Further feasibility and design work are required to refine these estimates.

Table 14: Pathway and Stairway Improvements

Name	From	To	Status	Priority	Est. Cost
Halkin Walk	Cragmont	Euclid	Unbuilt	High	30,000
Halkin Walk	Euclid	Hilldale	Unbuilt	High	30,000
Keeler Walk	Grizzly Peak	Creston	Unbuilt	High	5,000
Shasta Walk	Keeler	Shasta	Unbuilt	High	1,000
Tilden Path	Shasta	Grizzly Peak	Unbuilt	High	1,000
Parnassus Path	Buena Vista	Parnassus Ct.	Unbuilt	High	10,000
Columbia Path	Queens	Columbia Circle	Unbuilt	High	10,000
Columbia Path	Campus	Queens	Unbuilt	High	10,000
Harding Path	Campus	Harding Circle	Unbuilt	High	1,000
Wilson Path	Campus	Olympus	Unbuilt	High	5,000
Northgate Path	Shasta	Quail	Unbuilt	High	20,000
Devon Lane	San Diego	Southampton	Unbuilt	Medium	1,000
Miller Path West	Miller	Grizzly Peak	Unbuilt	Medium	10,000
Miller Path East	Grizzly Peak	Creston	Unbuilt	Medium	10,000
Cragmont Path	Cragmont	Keeler	Unbuilt	Medium	1,000
Hill Path	Grizzly Peak	Hill	Unbuilt	Medium	5,000
Twain Path	Sterling/Twain	Whitaker	Unbuilt	Medium	1,000
Path 71	Sterling	Miller	Unbuilt	Medium	30,000
Path 80	Hillview	Wildcat Canyon	Unbuilt	Medium	1,000
Delmar Path	Delmar	Glendale	Unbuilt	Medium	1,000
Grizzly Path	Grizzly Peak	Summit	Unbuilt	Medium	1,000
Summit Path	Grizzly Peak	Summit	Unbuilt	Medium	1,000
Avenida Path	Avenida	Grizzly Peak	Unbuilt	Medium	5,000
Hilgard Path	End of Hilgard	La Vereda	Unbuilt	Medium	10,000
Twain Way	Cragmont	Keeler	Unbuilt	Lower	30,000
Path 74	Woodside	Wildcat Canyon	Unbuilt	Lower	1,000
Rose Glen Alley	Rose	Glen	Part-built	Lower	1,000

Total

\$232,000



Willow Walk

Berkeley faces many of the same long term maintenance issues as Kensington.

1 February 2011

Bryce Nesbitt
99 ½ Ardmore Road
Kensington, CA 94707
510-558-8770

Maurice M. Shiu
Public Works Director
County of Contra Costa
255 Glacier Dr.
Martinez, CA 94553

Dear Maurice:

I am writing to ask Public Works to abate a hazardous and unsightly condition that has developed in Kensington. The pipe system that drains Highland Avenue has failed in at least five identifiable places (see attached map). Stormwater now courses out of the pipes, creating muddy gullies, and routinely spreading debris across the Kenyon Ave sidewalk and into the storm drain. During a recent EBMUD pipeline break on Highland Ave, the vulnerability of this pipeline became even more clear. The failed pipe is a slow motion threat to homes, the sidewalk, the street, and a once popular pathway. The pipe is saturating the ground and may contribute groundwater that activates slides.

I am asking Public Works to abate this danger immediately, billing the property owner if possible. Private parties have secured multiple inspections and two cost estimates for the work, indicating a project cost of slightly more than \$22,000. Three of the five identified pipe breaks are clearly within the roadway area. The remaining two breaks are on pathway property.

For history: the pathways and the roads in this area are not part of residential parcels. Both were offered for dedication to the public c1912. At the time, the County declined to accept the dedications. Thus title to the roads and paths mostly likely resides with the Berkeley Investment Company, until such time as the County either vacates the original dedication or accepts it. During the intervening years, the County has had beneficial use of both the roadways for travel, and of the pathway for conveying stormwaters. Because of the ownership situation, it does not appear possible for any extant private party to abate this hazard without County participation.

Bryce C Nesbitt

1 February 2011

Enc: 2006 County Letter, Pipeline break locator map

85

Petition: Reopen Walkway from Arlington to Amherst

We the undersigned are in favor of reopening the public pathway that leads from Arlington Avenue to Amherst near the business district. A culture of walking locally helps a culture of shopping locally. We expect the pathway to be beneficial to our businesses, and of benefit to local residents.

Name	Signature	Date	Relationship/Business
JASON RO. STAMMS		12-15 2010	KENSINGTON SERVICE STATION
BRIAN Odell		12/15/10	Kensington Home & Hardware
Ken Brunetti		12/15/10	Sugar Cone Cafe/owner
Lampfeybre		12/16/10	Kensington Fire Foods owner
Frank Gaff		12-17-10	Arlington Acupuncture
Phuong Tu		12/17/10	Kensington Nail Spa
Lucas Abramson		2/16/10	Mechanics Bank office
Wing Gee		12/23/10	Arlington Attorney
Jon Brunetta		12/23/2010	ARLINGTON Wine & Spirits
Joe Mendon		12-23-10	Joe Mendon DDS
E. Sullivan		12/30/10	Kensington Systems
Scott Hayes		12/30/10	MERCURIO DENTAL ARTS
Marcus Johnson		12/30/10	Mercurio Dental Arts
Michelle Bilensky		12/30/10	Z. FERDOUSI DDS

Circulated by Bryce Nesbitt, 99 1/2 Ardmore Road, 558-8770

Petition: Reopen Walkway from Arlington to Amherst

We the undersigned are in favor of reopening the public pathway that leads from Arlington Avenue to Amherst near the business district. A culture of walking locally helps a culture of shopping locally. We expect the pathway to be beneficial to our businesses, and of benefit to local residents.

Name	Signature	Date	Relationship/Business
Randolph J. Russo	<i>[Signature]</i>	1/7/2011	J. Vitucci Financial Services, Inc.
Desmond Simpson	<i>[Signature]</i>	1/7/2011	Desmond Simpson CPA PC
Charles Miller	<i>[Signature]</i>	1/7/2011	Insurance Law Center
Drew Lehman	<i>[Signature]</i>	1/7/11	Frankensington
MERCEDES M. SPERONTA	<i>[Signature]</i>	1/7/11	Kensington Style House

Circulated by Bryce Nesbitt, 99 1/2 Ardmore Road, 558-8770

1/4/2011

Dear KIC members,

As a child I lived at 255 Stanford Avenue until 1965. I remember well that ~~that~~ ^{the} path from the bottom of Beliot (i.e. the top of Cambridge Avenue) extended all the way down to the Arlington. The path served as a quick way to connect a bus rider on the 67 route to the number 7 bus. It also provided a shortcut to the stores on the Arlington.

I now again live at 255 Stanford Ave. which sits along the path between Cambridge and Stanford. Living next to the path is not a problem. In fact, I find such public paths ~~and~~ an asset to the community. They promote walking and add charm to the neighborhood. Think of all the lovely foot paths in Berkeley.

Putting in stairs from Stanford to Yale, and hopefully from Amherst to the Arlington, will enhance the path's full use year-around and allow more residents to enjoy it.

Sincerely yours,

Virginia Gignon

3-Jan-2010 Postmark

248 Cambridge Ave.
Kensington, CA 94708

Kensington Improvement Club
P.O. Box 8165
Berkeley, CA. 94707-0165

Dear Club Officers and Members,

I recently met Bryce Nebitt and expressed my appreciation for his work on the pathways in Kensington. I recounted stories of my using the paths often as a youth growing up in town.

I live at 248 Cambridge Ave in the home my parents bought in 1950. My home is one door away from the path that leads from Cambridge Ave to Standard Ave. As a child, I used this path often to go down to the Arlington. The path, at that time went from Cambridge to Yale and then continued from Arborist to Arlington. I have vivid recollections of using the path from Arborist to Arlington up to approximately 1970, at which time I was in school and frequently out of the area.

I hope this information is helpful.

Sincerely,
Joseph P. deWille

12/27/10

Hello,

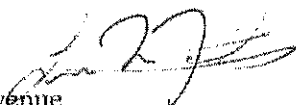
Just over a year ago I moved to Kensington into a house alongside of a path. I admit to not being initially enthusiastic about living next to a public walkway. I was concerned about privacy, noisy kids, litter, dog poop.

As it turns out my worries were unfounded, and there's not ever been a problem. The path outside the house has light but regular use. I sometimes see my neighbors when I'm outside, and I've found them to be very polite and considerate. For me, the path quickly became a non-issue. If anything, it's a feature and a convenience. I use the path near my house almost daily.

I hope this information is helpful for everyone concerned.

Lisa Feinstein

255 Stanford Avenue

A handwritten signature in black ink, appearing to read 'Lisa Feinstein', written over a horizontal line.

To Whom it May Concern,

As a Kensington resident since I was 9 years old attending Kensington Elementary, the paths in Kensington are not only a way for me to get from A to B, but an intrinsic part of my childhood memories. Kensington paths allow ALL residents to enjoy the area, not just a select few, and I cannot count the number of times I have turned onto many of the various paths to go through the greener areas to get home. Please think of others and our many path-users before making any rash decisions regarding the paths -- the availability of these lovely ways is part of what makes Kensington a welcoming and wonderful place to live.

Sincerely,
Milena Schaller
4 Windsor Ave.
Kensington

I used one of the wonderful Kensington paths the other day, and was greeted by a friendly dog and a group of children, who told me about the dog and then went into one of the houses bordering the path. Do you have friendlier conversations with the cars that drive by your house every day?

Myles Schaller



Alison Rose
420 East 79th Street New York, New York 10075

KIC
P. O. Box 8165
Berkeley, CA 94707-0165


Dear Friends in Kensington,

I grew-up in Kensington and have many childhood memories of walking to and from school from Coventry, below the Arlington, to Kensington Hilltop School, every day in rain or shine.

What saved a child traveling that distance to and from school were the paths and short cuts, legitimate and otherwise. Places like "mud hill" fell into that second category. It was aptly named because when it rained the bare land became ankle-deep mud. We would cut from Wellesley up "mud hill" to the back side of either Windsor or St Albans. There was a lady with a black nose at the top of the hill who would yell at us. It was worth the risk, as a kid you discovered any shortcut that could shorten the 1 mile walk.

As a youngster I was terrified of dogs after being bitten by a family friend's pet. The paths offered solace to an otherwise nightmare venture. I knew where every dog lived in Kensington. On a path I was safe because each yard which backed-up to a path was fenced-in.

On a footnote, the names of the streets in Kensington always seemed mystical. You can imagine my awe moving east to discover the colleges and prep-schools on the east coast called: Purdue, Colgate, Kenyon, Beloit, Vassar, Columbia, Wellesley, Trinity, Yale, Oberlin, St Albans, etc.

Truly,


Alison (Gillfillan) Rose

Lived in Kensington from birth in 1962 until 1984 when I moved to New York City

Kensington Improvement Club
P. O. Box 8165
Berkeley, CA 94707-0165

31 Dec 2010

Dear KIC,

We've lived at 155 Ardmore Rd. in Kensington since March of 2008. The Ardmore path, which connects Ardmore to Lenox, is adjacent to our property. We have found the path to be a blessing in that allows us to access the shops along the Arlington very easily. We also have gotten a chance to meet many of our neighbors who frequent the path for exercising, running errands, dog-walking, getting to and from the Arlington, etc. It's added to our sense of community and safety. Although the users of the path seem to be from all ages and backgrounds, they seem to be primarily residents of this neighborhood. On occasion we hear boisterous children running around the path going to and coming from school and snippets of muffled conversation, which doesn't bother us.

Overall we feel very lucky to have found this house in this particular location, in part because of the path that runs along it. We support the revitalization of the paths throughout Kensington because they play a vital a role in keeping our community members active and interacting with one another.

Best Regards,


Shiva Niazi & John Wind

that it was a path to enter
the (strong) and was perhaps
was only a small part of the
land that was...
...the year 1960 for about
a few years. A few years passed
between 1960-1965. The year was
a short cut and an alternative
to the street. It is a positive childhood
memory.

Sincerely,

Maryanne [unclear]
[unclear]

January 11, 2011

Dear K I C

I am Katty Hiltmann. I was born in Berkeley California and lived in Kensington all of my childhood and early adulthood. I was born in 1953. I lived with my family at 255 Stanford Ave for the first 12 years of my life. Then we moved to 41 Kingston Road. I lived there until I was in my twenties.

There ~~is~~ ^{was} a path that was adjacent to 255 Stanford Ave. It runs down to the Arlington. It crossed Yale and Amherst. We used that path daily. We used it to walk to school or walk to the store. It was a short cut to our destination in either direction. We had fun running up and down the path.

At the time when I grew up, in the 1950's and 1960's, ~~then~~ there were more children playing together in the streets. There were a lot less cars then. We as children of the neighborhood would get together and play in the streets and down the paths we had found in the vacant lots along the path. I have many fond memories of running down the path with my friends to the store.

I still use the path today. I have two sisters who live in Kensington. We use the path when we walk my dog or go to the store.

It is a shame that there is an opposition to the public use of the path. The path is much needed for those who walk. There are no cars to watch out for on the path. Please restore and repair the path.

Sincerely

Kathy Haltermann

January 3, 2011

Kensington Improvement Club
P.O. Box 8165,
Berkeley, CA 94707-0165

RE: Path from Amherst Ave. to Arlington Ave.

To whom it may concern,

I was recently approached to write a letter confirming the existence of a pathway from Amherst Ave. down to Arlington Ave, located just to the right of 248 Amherst Ave. I lived in Kensington from 1961 through 1977, growing up at 217 Amherst Ave. In the 1960's my four siblings and I regularly used the pathway described above down to Arlington Ave. to get to the Kensington stores, as did the other dozen or so kids on the block. My parents moved off the street in 1997, and as far as I know up until then the pathway was still in use.

Sincerely,

Dirk Setchko

P.O. Box 5138
Richmond, CA 94805

Mark Altenberg

245 YALE AVE KENSINGTON, CA 94708
mark@altenberg.com
(510) 526-4656

January 8, 2011
Kensington Improvement Club
P. O. Box 8165
Berkeley, CA 94707-0165

Dear KIC,

We have lived at 245 Yale since 1982. At that time, the easement along the south edge of our property was just a muddy trail, but it was used regularly by locals, many of whom enjoyed the hike and the view. Some years ago we started to plan to landscaping improvements to our yard and looked into our options. We didn't want to block the path, since we enjoyed using it and other local paths, as did our neighbors. So, we decided to make some simple improvements by adding easily removable wood steps and some plantings along the path, making it safer and easier to negotiate while blending it in with our property. In more recent years we have added more steps and lighting and we continue to maintain the path and surrounding yard.

Over the years, Stege and PG&E have, on rare occasion, made some pipe upgrades and repairs. Some steps and plants were removed and replaced, but they otherwise had no problem accessing the right of way when necessary and have been good about minimizing their impact.

One time we added some additional steps to the easement and some stakes were inadvertently driven into a section of sewer pipe. The section of pipe was repaired without issue and we continue to maintain a good relationship with the utilities (and now know better how to avoid problems like this in the future!)

We have never had any problems as a result of people walking by our house on the path. (In fact, we have more problems with people who drive by on the street in front of our house, causing damage to the cars parked there on a number of occasions.) Many people in our community use these paths regularly and we often meet and talk with friends and neighbors as they walk by, obviously enjoying the hike and the extraordinary view. These paths and trails are a delightful and unique way to explore and experience our neighborhood. We value them and especially the many people who use them and have expressed their appreciation over the years. It's just another thing that makes Kensington a great place to live.

Sincerely yours,

Mark & Barb Altenberg and Family

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

Kensington Police Protection and Community Services District

Resolution of the Board of Directors Regarding Community Paths

Resolution # 2011-04

WHEREAS, the Kensington Improvement Club (KIC) and other community volunteers have undertaken a significant volunteer effort to maintain and improve several pedestrian paths in the community of Kensington.

WHEREAS walking paths in Kensington serve as valuable community resources.

WHEREAS, the Board of Directors of the KPPCSD (the "Board") wishes to determine the correct legal ownership of these paths, and to establish a process for their maintenance, repair and improvement that complies with fundamental notions of legal due process and which is economically and financially sustainable.

NOW THEREFORE BE IT RESOLVED, that the Board do the following: (i) take appropriate steps as may be necessary, including but not limited to formation of an ad hoc committee of the Board and community volunteers to determine whether it is legally and economically sustainable and feasible for the District to exert any form of ownership and control over the paths; and (ii) ask the Real Property Division of the County of Contra Costa to notify the District and KIC should any private party or landowner file papers to vacate any County rights to all or part of any path.

BE IT FURTHER RESOLVED, that the Board hereby support the efforts of the KIC community volunteers and others in the community to do the following: (i) to legally establish title to the paths with the County of Contra Costa and/ or such other agency as may be legally empowered and economically able to retain ownership, dominion and control over them; (ii) to legally work to restore all of the paths and bring them into compliance with the legal requirements of Contra Costa County regarding their construction and renovation, taking into account the legitimate concerns of adjacent land owners and any other stakeholders for protection of their property during such renovation and future use ; and (iii) to support the legal efforts of KIC to establish a sustainable source of future funding to augment any sums that are available from the County for such maintenance, repair and improvement as will find public support in Kensington.

BE IT FURTHER RESOLVED, that the Board urges the County to cooperate with KIC in its efforts as outlined herein.

BE IT FURTHER RESOLVED, that this Board directs the general manager of the District to take such action as may be deemed necessary or proper to affect these resolutions.
KPPCSD Path Resolution 02022011

CEToombs

The foregoing resolution was duly adopted at a Regular Meeting of the Kensington Police Protection and Community Services District Board of Directors on the _____ day of February, 2011 by the following vote of the Board

AYES: BOARD MEMBERS _____

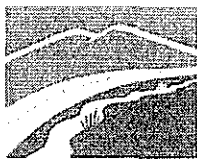
NOES: BOARD MEMBERS _____

ABSENT: BOARD MEMBERS _____

Charles E. Toombs, President

ATTEST:

Stephen Smith, Secretary



Internal Report

DATE: November 27, 2007
AUTHOR: Rich Shimano, Staff Engineer, Transportation Engineering
SUBJECT: Kensington Path Costs

EXECUTIVE SUMMARY

In response to residents' requests, CCCPW has agreed to provide a cost estimate for (1) bringing Kensington's twelve paths up to current standards and (2) maintaining those paths.

Twelve paths are viable out of twenty-three that were identified. A typical 250-foot path would cost up to \$235,000 to build/rebuild, with concrete pavement and stairways with handrails. Twelve paths would total about \$2,800,000.

The cost to maintain the twelve viable paths in Kensington would be roughly \$18,000 per year (bimonthly visits), and the cost to provide a reserve fund for major repairs for twelve paths would be, at a minimum, an additional \$12,000 per year.

PATH INVENTORY

Twenty-three path segments have been identified, and **twelve paths** are viable:

- Eleven paths are currently clear and usable. However, many have narrow areas that need to be cleared of foliage, and some have slipping and/or tripping hazards due to uplifted or cracked pavement, weathered wooden steps, or dirt/mud slopes.
- One is clear but on a steep and muddy slope that makes it unusable without stairs.

Eleven of the identified path segments are not viable candidates for construction:

- Two are blocked midway by residents' fences and other landscape treatments.
- Seven are inaccessible due to a structure in the way or an extremely steep slope.
- Two are within rights-of-way that end in the middle of the block—these are also in an area where residents have posted "private road" signs that indicate an unwillingness to allow random traffic to pass by their homes.

STANDARDS OF CARE

The 2007 CA Building Code mirrors the ADA Accessibility Guidelines in providing geometric requirements for ramps and stairways and in recommending that outdoor facilities be constructed to permit at least partial use by wheelchair occupants. However, the steepness of most of the pathways in Kensington may trigger the rule exception for situations where physical constraints cause unreasonable hardship. Elements of the code which may apply to portions of some Kensington paths include the following paraphrased conditions:

- CABC-1133B.7.1 Walks and sidewalks
 - Continuous surfaces shall be at least 48" wide, and if less than 60" wide, a 60"x60" passing space shall be provided at least every 200'.
 - Slopes less than 6% shall have a medium-salted finish, and slopes of at least 6% shall be slip-resistant. Slopes greater than 5% shall be treated as ramps, and cross-slopes shall be less than 2.083%.
 - Continuous handrails are required on each side of a ramp greater than 6' and shall be 34" to 38" above and parallel to the ramp surface.
- CABC-1133B.8.2: Any obstruction overhanging a pedestrian way shall be at least 80" above the walking surface. Detectable warnings are needed at drop-offs.

FHWA's Publication FHWA-EP-01-027 ("Part 2: Designing Sidewalks and Trails for Access—Best Practices Design Guide") describes trails in a general sense but does not provide guidance on specific materials, geometries, or facilities needed for a project like Kensington's paths.

STANDARDS OF PRACTICE

The City of San Francisco has over 350 stairways (see Figures 1 through 4) traversing 42 hills that are maintained by its Department of Public Works. Most are chronicled in Adah Bakalinsky's book, Stairway Walks in San Francisco.

Many are cast in concrete, with wide landings spaced at reasonable intervals, and most provide metal handrails so that climbers have a firm handhold for both guidance and support along the steep and lengthy stairways. These metal handrails are typically fitted with expansion joints to reduce concrete cracking at the base of the rail supports due to ambient temperature changes or slope displacement.

A number of stairways have also been fitted with adjacent concrete drainage structures to reduce the movement and erosion of slope soils that support the stairways.

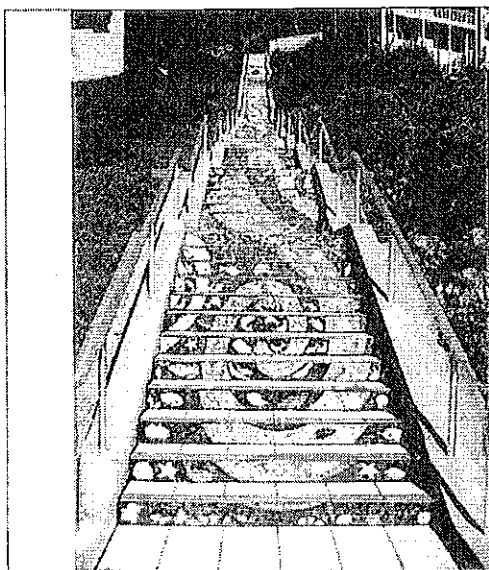


Fig. 1: San Francisco's 16th Avenue Tiled Steps in Golden Gate Heights neighborhood.



Fig. 2: San Francisco's 12th Avenue steps are curved to connect a Y-intersection.

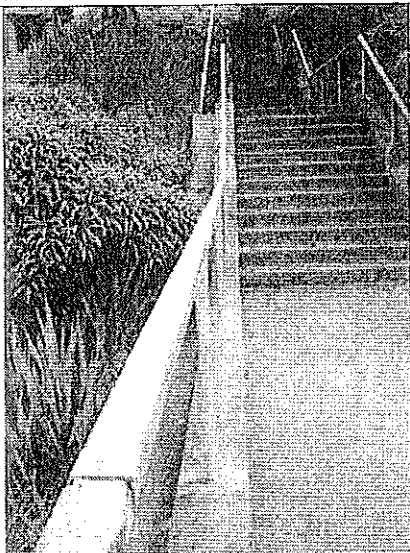


Fig. 3: Expansion joints mitigate concrete cracking potentially caused by handrail expansion and slope displacement.

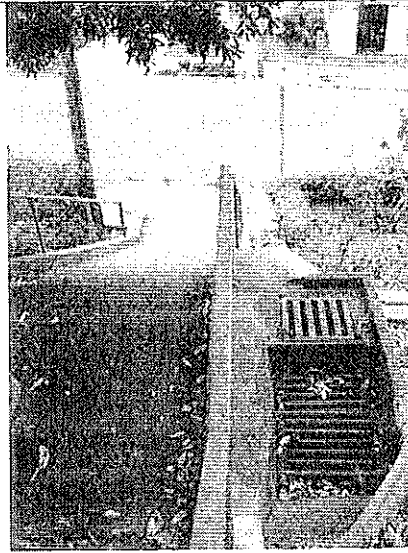


Fig. 4: An adjacent drainage system reduces slope erosion and displacement.

The City of Berkeley owns at least 58 pathways (see Figures 5 through 10) that are similar in configuration to Kensington's. Some are unimproved and unmaintained, and many are improved with stairways employed in steep areas. Although some of the stairways are cast in concrete, most consist of steps cut into the dirt hillside with RR ties nailed into the slope with a pair of 3-ft long #8 rebars.

Many of these non-concrete trails are being built by the Berkeley Path Wanderers Association (BPWA); a local nonprofit that plans, designs, coordinates, funds, and constructs the projects under the supervision of city staff. The nonprofit employs a volunteer workforce consisting of skilled resident volunteers as well as local scouting groups, college groups, California Conservation Corps groups, and other interested parties.

In the last ten years, the group has rehabilitated and/or reconstructed nearly 30 paths. Recently, the group has been utilizing eucalyptus lumber from local tree cuttings because of its pest resistance and durability. It also provides a convenient mechanism for recycling a local natural resource. A local lumber mill provides pro bono milling services. The resourcefulness and efficiency of this all-volunteer group is remarkable.

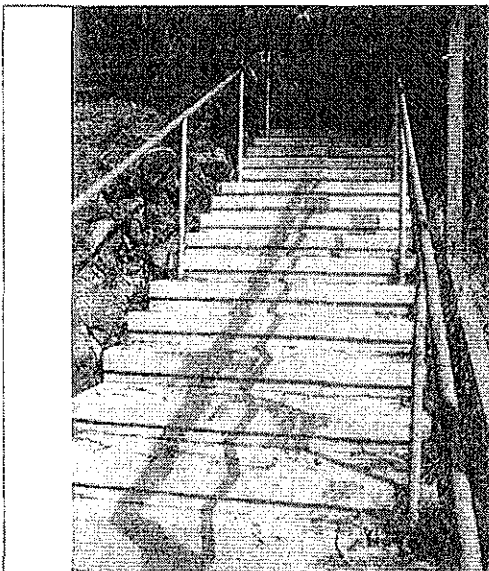


Fig. 5: Berkeley's Glendale Path was recently cast in concrete with two handrails.

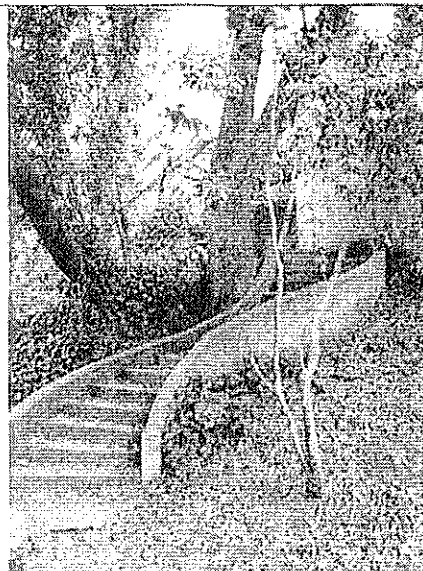


Fig. 6: Berkeley's Tamalpais Path starts at a park and winds its way up to a neighborhood.

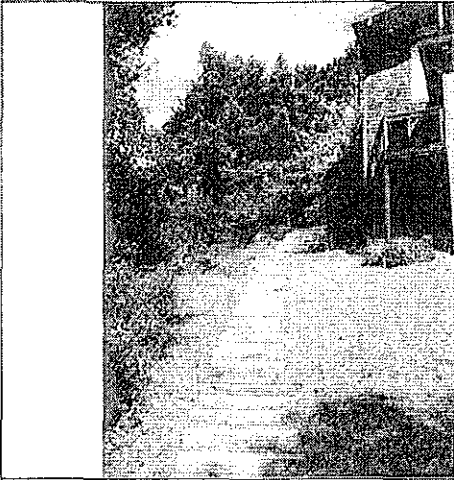


Fig. 7: Berkeley's Whitaker Path was constructed by the Berkeley Path Wanderers Association (BPWA) with volunteer help from residents and local scouting and college groups. Weather-damaged steps are routinely replaced on these types of paths.



Fig. 8: One segment of the Glendale Path is constructed with planks supported by timber girders atop small concrete piers. The slope in this area is not steep enough to warrant a stairway but is sufficiently large to make standard sidewalk-style paving impractical.

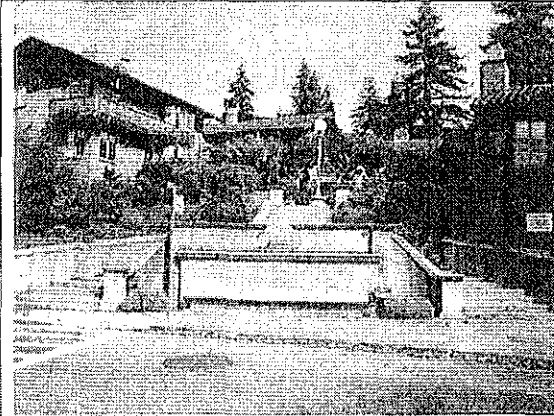


Fig. 9: Rose Walk begins with a grand dual stairway featuring architectural finishes and street lighting.



Fig. 10: BPWA's Path Building Chair, Ms. Charlie Bowen (pictured at right) and a fellow volunteer were constructing a segment of the Whitaker path on October 26, 2007.

PATH COST ESTIMATES

Path construction may involve the following elements:

- Survey, including topography: \$2,000 per path segment. (BPWA)
- Engineering and coordination: up to 25% of total project costs.
- Environmental study: \$2,500 for Cat Ex for all segments. A Mitigated Neg Dec (worst-case) could run up to \$20,000. (L. Chavez, CCCPW)
- Clearing, grubbing, and demolition of existing pavement.
- Concrete stairs, landings, and pavement cast on ground w/ handrails, where warranted. (2003 Heavy Construction Cost Data)
- Drainage ditch grading and hardware.
- Adjoining sidewalk grinding and rehabilitation.
- Temporary construction signage.
- Permits.
- Trail signage (one sign at each end of the path).
- Contingency for unforeseen costs.

A typical 250 ft. path as constructed above would cost as much as \$235,000 to design and construct. Twelve concrete paths would total about \$2,800,000.

Landscaping and lighting are not included in the estimate. Some existing paths have salvageable concrete work, and others will need major demolition work, where roots and soil movement have cracked the pavement or cleaved entire stairways. The \$235,000 figure represents an average cost of typical path work—specific paths would need to be estimated on a case-by-case basis.

Path maintenance may involve the following:

- Clearing, grubbing, sweeping, and dumping: \$1,500 per day for up to six path segments, or \$3,000 for all twelve paths every two months. (B. Tamori, CCCGS)
- Replacement of damaged concrete sections: \$5,000 per incident per path, possibly once every five years. This could be roughly treated as a \$1000 per year reserve-building expense for each path segment.

Regularly scheduled maintenance for twelve paths would amount to an annual operational cost of \$18,000, and the development of a reserve fund for major repairs and replacement would have an additional annual cost of \$12,000, excluding the cost to initiate and administer such a fund.

Transportation Engineering

Planning Cost Estimate

Contra Costa County Department of Public Works

Project Name: Kensington Paths
 Project Location: Typical 250 foot path
 Assumed concrete stairway, landings, and pavement; handrails; drainage; no lighting; no landscaping
 Project Length (ft): 250
 Date of Estimate: Nov. 27, 2007

Revision No.	0
Revision Date	
Revised by	

Prepared by: Rich Shimano

No.	Description	Quantity	Units	Unit Cost	Total
1	Mobilization	1	LS	\$ 10,000.00	\$ 10,000
2	Traffic Control	1	LS	\$ 5,000.00	\$ 5,000
3	Construction Area Signs	2	EA	\$ 250.00	\$ 500
4	Tree Trimming	1	LS	\$ 1,000.00	\$ 1,000
5	Clearing and Grubbing	1	LS	\$ 5,000.00	\$ 5,000
6	Demolition of Existing Pavement	1625	SF	\$ 8.00	\$ 13,000
7	Excavation	79	CY	\$ 47.00	\$ 3,690
8	Aggregate Base	30	TON	\$ 45.00	\$ 1,350
9	Concrete Construction	82	CY	\$ 280.00	\$ 23,009
10	Drainage Facility	750	SF	\$ 20.00	\$ 15,000
11	Additional Drainage Features	1	LS	\$ 2,500.00	\$ 2,500
12	Handrail	500	LF	\$ 50.00	\$ 25,000
13	Pathway Signs	2	EA	\$ 350.00	\$ 700
14	Sidewalk Rehab/Conform	2	EA	\$ 3,000.00	\$ 6,000

OTHER COSTS:	Preliminary Engineering	\$ 70,000	CONTRACT ITEMS	\$ 111,750
	Construction Engineering	\$ 22,350	OTHER COSTS	\$ 107,350
	R/W Engineering	\$ 5,000	SUBTOTAL	\$ 219,100
	Real Property	\$ -	CONTINGENCY*	\$ 13,410
	R/W Acquisition	\$ -	TOTAL	\$ 232,510
	Utility Coordination	\$ 5,000	ESCALATION RATE	0.0%
	Environmental	\$ 5,000	CURRENT YEAR	2007
	Subtotal (OTHER COSTS)	\$ 107,350	ESCALATION YEAR	2007

TOTAL (in 2008 dollars) \$ 233,000

* CONTINGENCY is 10% of (SUBTOTAL plus Construction Engineering)



Fig. 11: Kensington's Ardmore Path (Segment 7) – The wide concrete stairway is in good condition, with minor chipping along the edge of some steps.

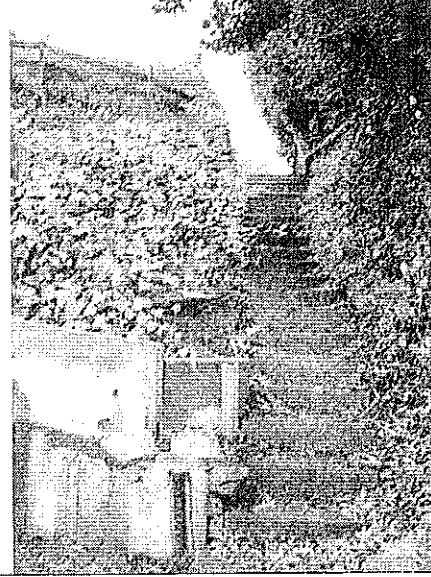


Fig. 12: Kensington's Willamette Path (Segment 3) – 24" wide RR ties are used as steps but are too narrow for safe passage, particularly with encroaching foliage.

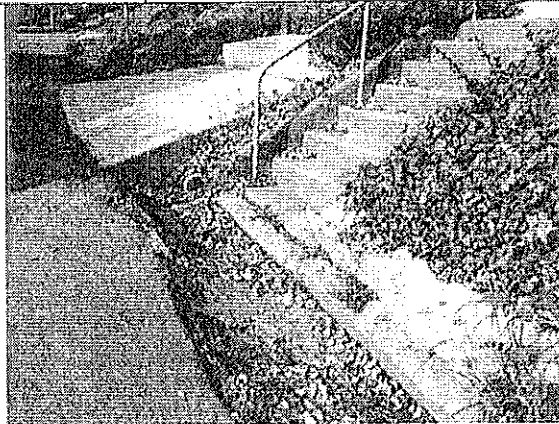


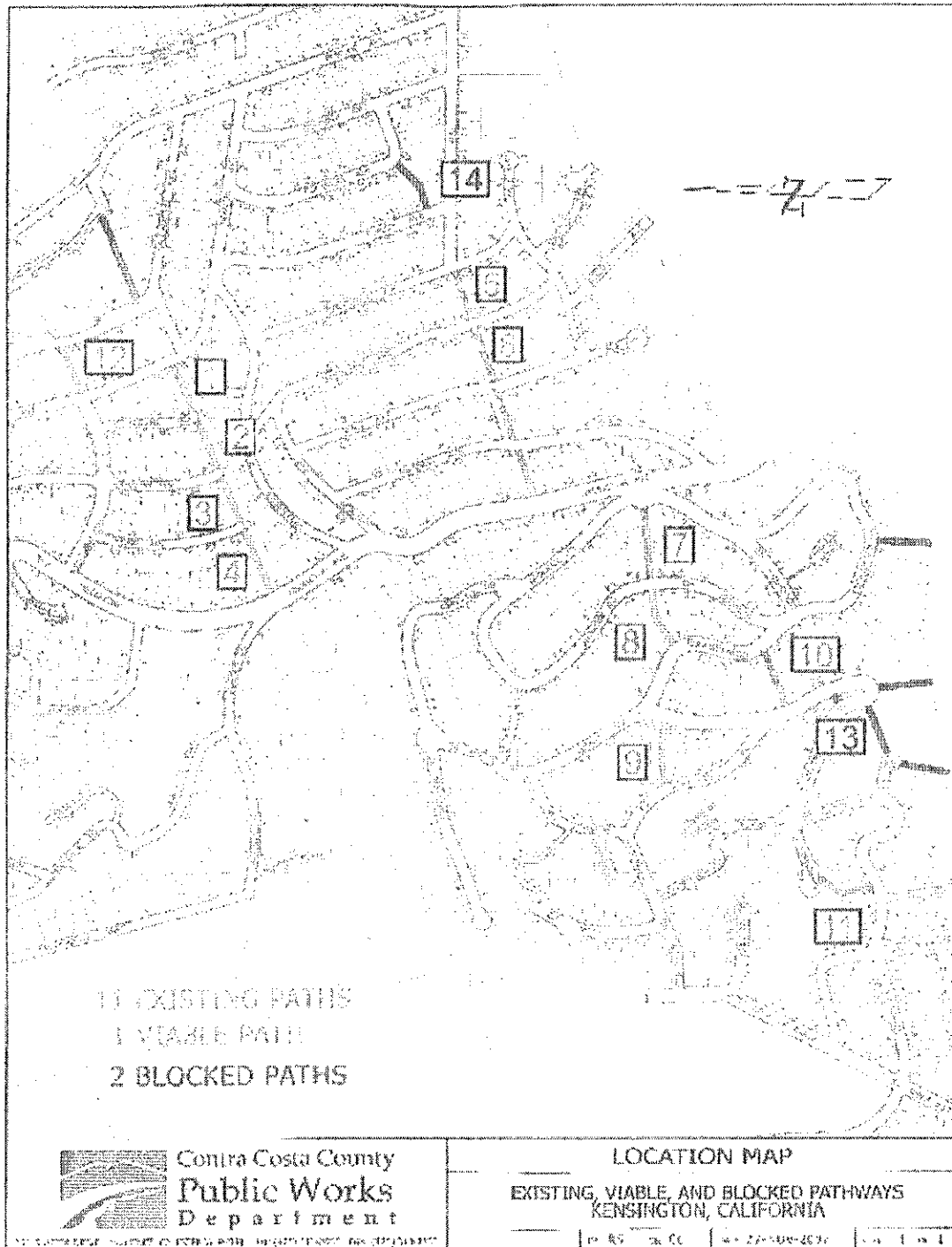
Fig. 13: Kensington's Stratford Path (Segment 10) – This stairway leads into a deep gutter; a ramp and culvert are needed.



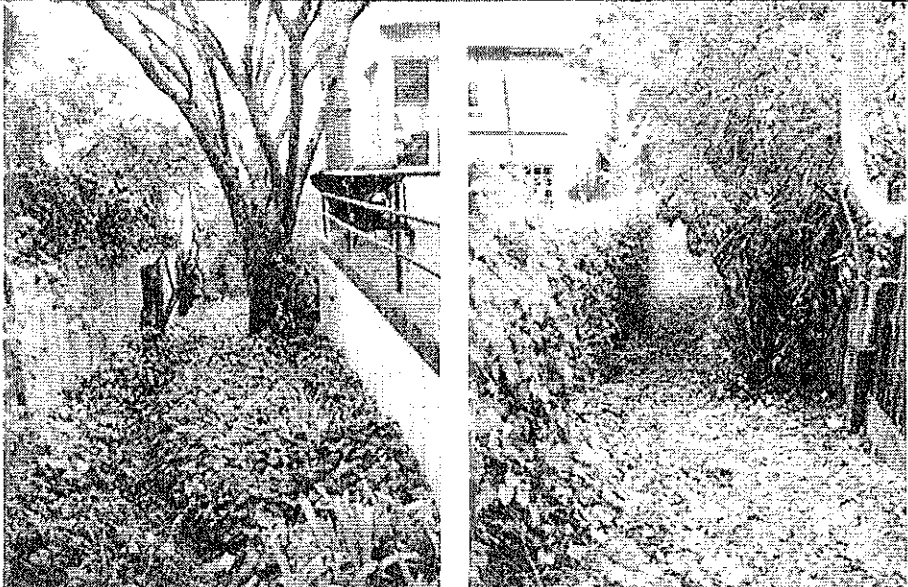
Fig. 14: Kensington's Ardmore Path (Segment 8) – Cracked pavement poses a tripping hazard and channels storm water that further degrades the pathway. Such areas need to be demolished and reconstructed.

PATH INVENTORY

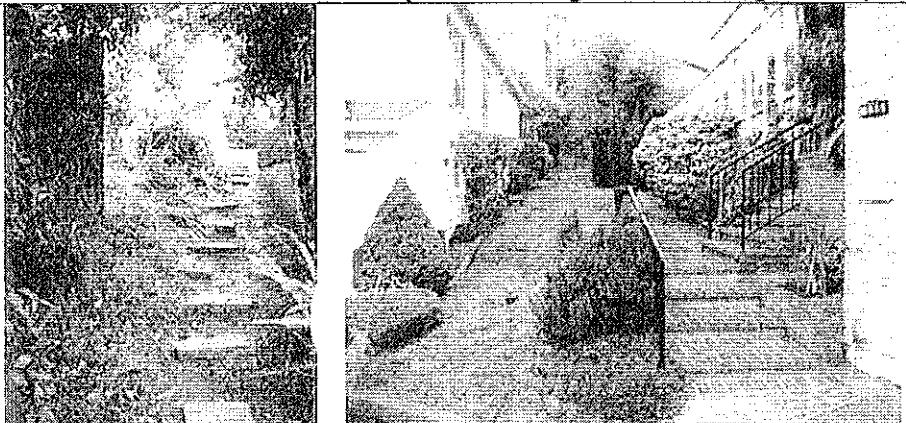
The following map identifies the locations of the eleven existing paths, one viable path, and two blocked paths in Kensington. Detailed descriptions of each path follow.



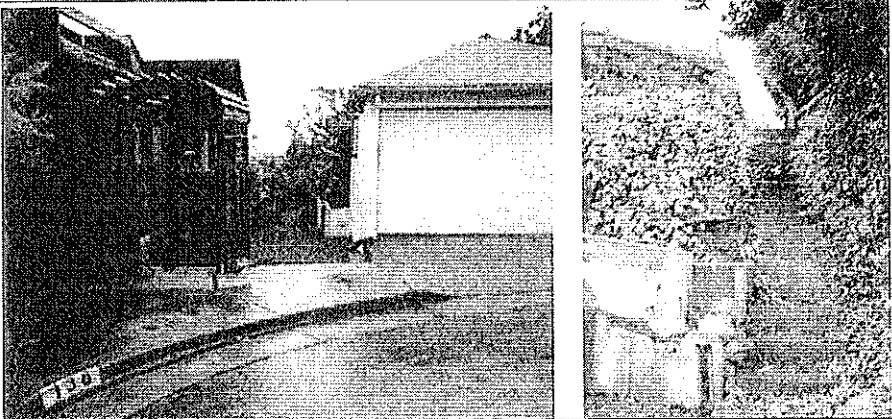
PATH INVENTORY

ID	1: "Willamette Path"
Location	Kenyon Ave to St. Albans Rd (continues to segment 2)
Photos	
Dimensions	215' long; 2.5' to 6' wide
Grade	5-20%, estimated 30' elevation change over length
Existing Conditions	<p>Walkable, and probably sees light use based on foliage. Dirt/grass surface—not slip-resistant. Generally free of obstructions above and to the side. No lighting. No obvious drainage facility.</p>
Recommended Improvements	<p>Option 1: Install 48" wide concrete stairs to traverse elevation change and install concrete pavement for remainder of path. Provide downhill drainage facility to prevent erosion. Option 2: Install 48" wide wood RR tie steps, and install fine gravel foot trail. Provide downhill drainage facility to prevent erosion.</p>
Future Maintenance Needs	Sweeping leaves, cutting back ivy, trimming overhead branches.
Comments	Based on topography, some steps may need to be installed. Consider ADA compliant sidewalk/curb ramp modifications at ends of path.

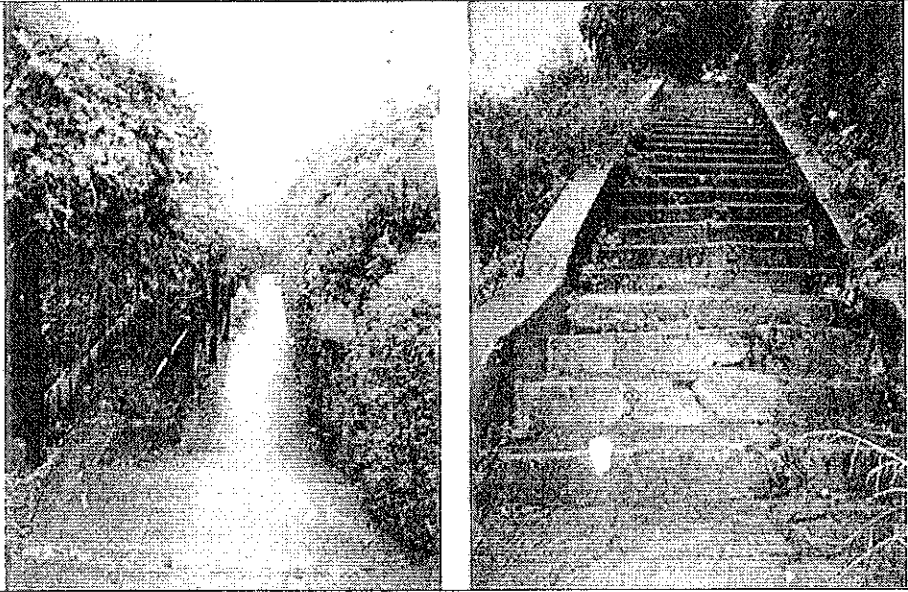
PATH INVENTORY

ID	2: "Willamette Path"
Location	St. Albans Rd to Windsor Ave (connects segment 1 to segment 3)
Photos	
Dimensions	220' long; 2' to 4' wide
Grade	2-18%, estimated 35' elevation change over length
Existing Conditions	<p>Walkable, and probably sees light use based on grass wear.</p> <p>East end starts with concrete pavers leading to brick/mortar steps of varying width and tread (pictured). The west end consists of a dirt path narrowed by an outgrowth of ivy, and the path ends with a clear swath of grass (pictured).</p> <p>Generally free of obstructions above and to the side.</p> <p>No lighting.</p> <p>No obvious drainage facility.</p>
Recommended Improvements	<p>Option 1: Install 48" wide concrete stairs to traverse elevation change and install concrete pavement for remainder of path. Provide downhill drainage facility to prevent erosion.</p> <p>Option 2: Install 48" wide wood RR tie steps, and install fine gravel foot trail. Provide downhill drainage facility to prevent erosion.</p>
Future Maintenance Needs	Sweeping leaves, cutting back ground cover, trimming overhead branches, mowing grass.
Comments	Consider ADA compliant sidewalk/curb ramp modifications at ends of path.

PATH INVENTORY


ID	3: "Willamette Path"
Location	Windsor Ave to York Ave (connects segment 2 to segment 4)
Photos	
Dimensions	205' long; 4' to 6' wide
Grade	2-30%, estimated 45' elevation change over length
Existing Conditions	<p>Walkable, and probably sees light use based on cleared foliage. East end starts with wood chips leading to dirt leading to occasional RR tie steps. The path ends with a set of RR tie stairs, many of which are only 24" wide.</p> <p>Generally free of obstructions above and to the side.</p> <p>No lighting.</p> <p>No obvious drainage facility.</p>
Recommended Improvements	<p>Option 1: Install 48" wide concrete stairs to traverse elevation change at end, and install concrete pavement for remainder of path. Provide downhill drainage facility to prevent erosion.</p> <p>Option 2: Install 48" wide wood RR tie steps, and install fine gravel foot trail. Provide downhill drainage facility to prevent erosion.</p>
Future Maintenance Needs	Sweeping leaves, cutting back ivy, trimming overhead branches.
Comments	Consider ADA compliant sidewalk/curb ramp modifications at ends of path.

PATH INVENTORY


ID	4: "Willamette Path"	
Location	York Ave to Arlington Ave (continues from segment 3)	
Photos		
Dimensions	280' long; 2' to 4' wide	
Grade	2-8%+steps, estimated 65' elevation change over length	
Existing Conditions	<p>Walkable, and probably sees light use based on foliage. Finished concrete stairs and pavement: slip-resistant. Generally free of obstructions above and to the side. No lighting. No obvious drainage facility.</p>	
Recommended Improvements	<p>Replace concrete stairs on west end that are cracked down the center, and replace cracked and heaved sections of concrete pavement near west end. Add handrails to all stairs due to high number of steps, and modify York Ave. curb with ADA compliant landing and curb ramp. Provide downhill drainage facility to prevent erosion.</p>	
Future Maintenance Needs	<p>Sweeping leaves, cutting back ground cover, trimming overhead branches. Inspection of handrails and concrete condition.</p>	
Comments	<p>Consider ADA compliant sidewalk/curb ramp modifications at ends of path.</p>	

mf


PATH INVENTORY

ID	5: "Beloit Path"
Location	Cambridge Ave to Stanford Ave (continues to segment 6)
Photos	
Dimensions	215' long; 2' to 4' wide
Grade	2-6%+steps, estimated 45' elevation change over length
Existing Conditions	<p>Walkable, and probably sees light use based on foliage and adjoining in-law unit.</p> <p>East end of path starts with concrete pavers and short handrail, continues with concrete steps with awkward long (24") tread, continues with 3'x3' slate pavers in dirt, followed by a heaving concrete pavement (pictured), and ending with irregular poured concrete steps. Generally free of obstructions above and to the side. No lighting or obvious drainage facility.</p>
Recommended Improvements	<p>Option 1: Install 48" concrete stairs to traverse elevation change and replace concrete pavement for remainder of path. Provide downhill drainage facility to prevent erosion.</p> <p>Option 2: Demolish concrete work, install wood RR tie steps, and install fine gravel foot trail. Provide downhill.</p>
Future Maint.	Sweeping leaves, cutting back plants, trimming overhead branches.
Comments	Consider ADA compliant sidewalk/curb ramp modifications at ends of path.

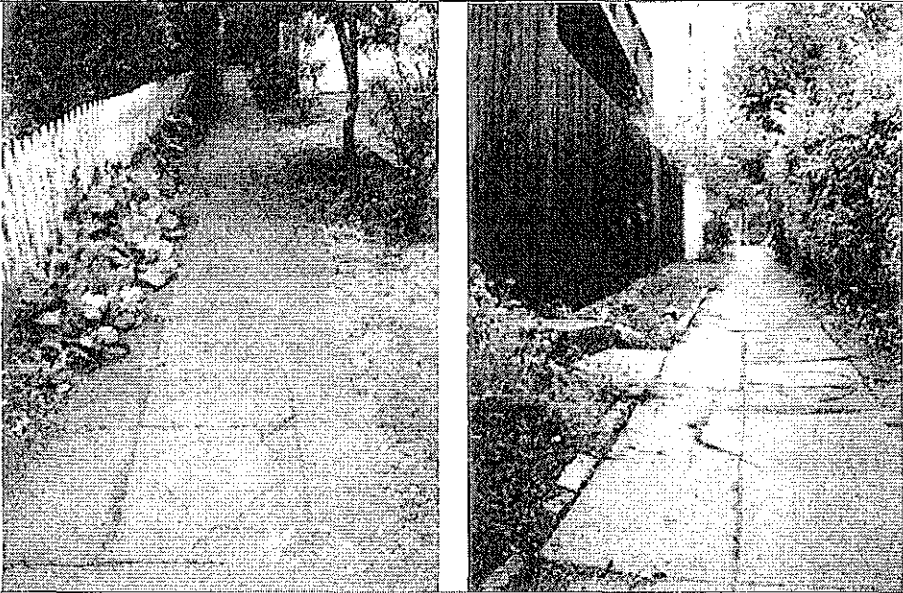
PATH INVENTORY

ID	6: "Beloit Path"
Location	Stanford Ave to Yale Ave (continues from segment 5)
Photos	
Dimensions	240' long; 4' to 8' wide
Grade	5-25%+steps, estimated 75' elevation change over length
Existing Conditions	<p>East end is too steep to traverse; west end stairs are landscaped and in good condition.</p> <p>Dirt/grass surface—not slip-resistant. Steps are finished and slip resistant.</p> <p>Generally free of obstructions above and to the side.</p> <p>No lighting.</p> <p>No obvious drainage facility on dirt section.</p>
Recommended Improvements	<p>Option 1: Install 48" wide concrete stairs to traverse steep dirt area on east end and install hand rails at west end to indicate presence of stairs. Provide downhill drainage facility to prevent erosion.</p> <p>Option 2: Install wood RR tie steps, and install fine gravel foot trail. Provide downhill drainage facility to prevent erosion.</p>
Future Needs	Maint. Sweeping leaves, trimming overhead branches.
Comments	Consider ADA compliant sidewalk/curb ramp modifications at ends of path.

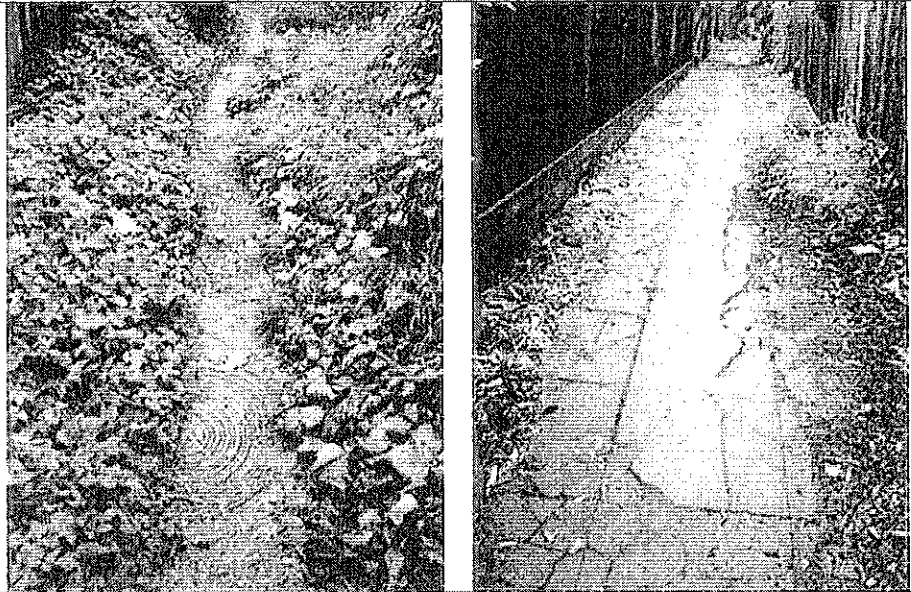
PATH INVENTORY

ID	7: "Ardmore Path"	
Location	Arlington Ave to Ardmore Rd (from Arlington Ave parking lot)	
Photos		
Dimensions	290' long; 4' to 10' wide	
Grade	2-6%+steps, estimated 40' elevation change over length	
Existing Conditions	<p>Walkable, and probably sees moderate use based on cleared foliage.</p> <p>Concrete surface—slip-resistant; five or six tripping hazards to fix.</p> <p>Generally free of obstructions above and to the side.</p> <p>No lighting; no obvious drainage facility.</p>	
Recommended Improvements	<p>Option 1: Install concrete stairs to traverse elevation change and install concrete pavement for remainder of path. Provide downhill drainage facility to prevent erosion.</p> <p>Option 2: Install wood RR tie steps, and install fine gravel foot trail. Provide downhill drainage facility to prevent erosion.</p>	
Future Maintenance Needs	Sweeping leaves, cutting back ivy, trimming overhead branches.	
Comments	Consider ADA compliant sidewalk/curb ramp modifications at west end of path.	


PATH INVENTORY

ID	8: "Ardmore Path"	
Location	Ardmore Rd to Coventry Rd (continues from segment 7)	
Photos		
Dimensions	250' long; 5' wide	
Grade	2-12%, estimated 30' elevation change over length	
Existing Conditions	<p>Walkable, and probably sees moderate use based on clear foliage and convenience.</p> <p>Concrete surface—slip-resistant; heavily cracked in sections.</p> <p>Generally free of obstructions above and to the side.</p> <p><i>No lighting; no obvious drainage facility.</i></p>	
Recommended Improvements	Option 1: Replace concrete pavement along entire path. Provide downhill drainage facility to prevent erosion.	
Future Maintenance Needs	Sweeping leaves, cutting back ground cover, trimming overhead branches.	
Comments	Consider ADA compliant sidewalk/curb ramp modifications at west end of path.	

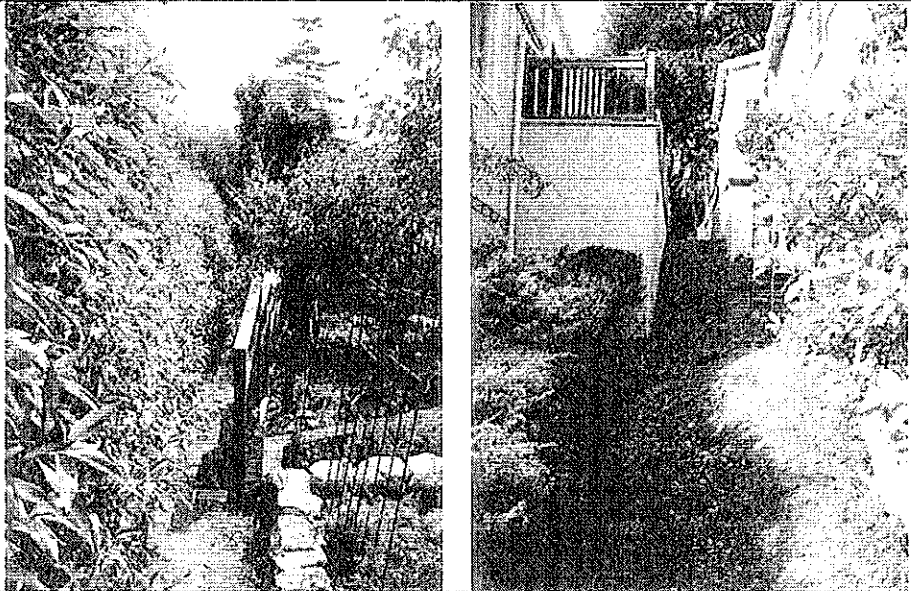
PATH INVENTORY

ID	9: "Lenox Path"	
Location	Coventry Rd to St Stratford Rd (from Lenox Rd)	
Photos		
Dimensions	260' long; 2' to 5' wide	
Grade	2-6%+steps, estimated 40' elevation change over length	
Existing Conditions	<p>Walkable, and probably sees light use based on foliage. Concrete surface—slip-resistant. Generally free of obstructions above and to the side. No lighting. No obvious drainage facility.</p>	
Recommended Improvements	<p>Option 1: Replace cracked pavement, trim back ivy, and repave upper landing for west-end steps (tripping hazard). Add handrails at west end to meet code standards, and provide downhill drainage facility to prevent erosion.</p>	
Future Maintenance Needs	<p>Sweeping leaves, cutting back ivy.</p>	
Comments	<p>Consider ADA compliant sidewalk/curb ramp modifications at ends of path.</p>	


PATH INVENTORY

ID	10: "Stratford Path"
Location	Coventry Rd to Coventry Rd (connects Coventry Rd switchback)
Photos	
Dimensions	245' long; 4' to 5' wide
Grade	8-12%+steps, estimated 70' elevation change over length
Existing Conditions	Walkable, and probably sees light use based on foliage. Dirt/grass surface—not slip-resistant. Generally free of obstructions above and to the side. No lighting. No obvious drainage facility.
Recommended Improvements	Option 1: Repair tripping hazard on east sidewalk leading up to path, modify handrails at path ends to code standards, and provide downhill drainage facility to prevent erosion. West end of path leads into deep gutter—install ramp and culvert.
Future Maintenance Needs	Sweeping leaves, trimming overhead branches.
Comments	Consider ADA compliant sidewalk/curb ramp modifications at ends of path.


PATH INVENTORY

ID	11: "Marchant Path"	
Location	Marchant Ct to Coventry Rd (from cul-de-sac)	
Photos		
Dimensions	240' long; 2.5' to 6' wide	
Grade	5-25%, estimated 50' elevation change over length	
Existing Conditions	<p>Walkable, but probably sees very light use due to steepness. Large tree in middle of path at one point; roughly 2' clearance to go around it.</p> <p>Dirt/grass surface—not slip-resistant; some old RR ties. Generally free of obstructions above and to the side.</p> <p>No lighting.</p> <p>No obvious drainage facility.</p>	
Recommended Improvements	<p>Option 1: Install concrete stairs to traverse major elevation changes towards south side of path, and install concrete pavement for remainder of path. Provide downhill drainage facility to prevent erosion.</p> <p>Option 2: Install wood RR tie steps, and install fine gravel foot trail. Provide downhill drainage facility to prevent erosion.</p>	
Future Needs	Maint.	Sweeping leaves, trimming overhead branches.
Comments	Consider ADA compliant sidewalk/curb ramp modifications at ends of path.	

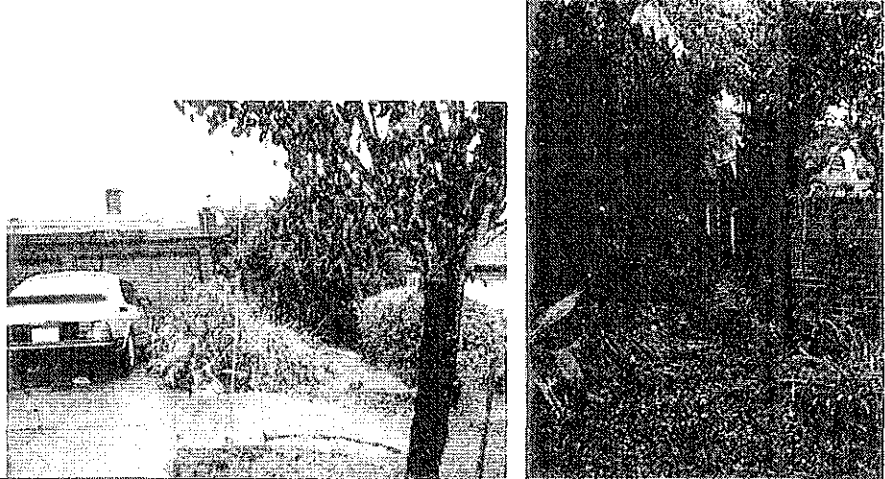
PATH INVENTORY

ID	12: "Westminster Path"
Location	Highland Blvd to Kenyon Ave
Photos	
Dimensions	215' long; at least 8' wide
Grade	5-35%, estimated 60' elevation change over length
Existing Conditions	Very steep, but clear. Grass and dirt/mud surface is slippery.
Recommended Improvements	Option 1: Clear pathway and install concrete staircase with 5'x5' landings every 15 steps. Provide downhill drainage facility to prevent erosion.
Future Maintenance Needs	Sweeping leaves, trimming overhead branches.
Comments	Consider ADA compliant sidewalk/curb ramp modifications at ends of path.

BLOCKED PATH INVENTORY

ID	13: "Coventry Path"
Location	Coventry Rd to Coventry Rd (switchback)
Photos	
Dimensions	35' long; undetermined width
Grade	5-20%, estimated 30' elevation change over length
Existing Conditions	Blocked by structure and foliage.
Recommended Improvements	Option 1: Clear pathway and install concrete staircase. Provide downhill drainage facility to prevent erosion.
Future Maintenance Needs	Sweeping leaves, trimming overhead branches.
Comments	Will require action by Real Property staff. Consider ADA compliant sidewalk/curb ramp modifications at ends of path.

BLOCKED PATH INVENTORY

ID	14: "Beloit Path"	
Location	Columbia Ave to Trinity Ave	
Photos		
Dimensions	230' long; 2'-4' width	
Grade	5-20%, estimated 30' elevation change over length	
Existing Conditions	Blocked by fence around 261 Trinity property. Walkable section has dirt/mud surface, ivy, and some RR ties.	
Recommended Improvements	Option 1: Clear pathway and install concrete staircase. Provide downhill drainage facility to prevent erosion.	
Future Maintenance Needs	Sweeping leaves, trimming overhead branches.	
Comments	Will require action by Real Property staff. Consider ADA compliant sidewalk/curb ramp modifications at ends of path.	

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DISTRICT - NEW BUSINESS

1. Temporary Acting Sergeant Kevin Hui will present to the Board a proposal to purchase, lease, or upgrade our current radio stock in order to remain compliant with the upcoming 800 MGH (Interoperability) radio system.
Board Action. Page

12/5

Memorandum

Kensington Police Department



To: KPPCSD Board of Directors

APPROVED YES NO

From: Kevin Hui, Temporary Acting Sergeant

Date: Thursday, February 03, 2011

FORWARDED TO:

Subject: New Business Item #1 Police Radio Upgrade

BACKGROUND

Public safety officials representing law enforcement and fire / rescue agencies in Alameda County and Contra Costa County have been working cooperatively over the past five to six years to develop a plan for a regional communications system. One goal of this plan is to provide a common radio infrastructure where all public safety users in both counties can operate on a common frequency band using a common protocol. This will facilitate joint operations, sharing of data and resources, as well as improving the efficiency and safety of the public safety personnel who are performing their duties in protecting the life and property of local citizens. The joint activities between the counties may also afford opportunities to save public funds through the realization of economies of scale and the sharing of certain critical components in the infrastructure. By adopting the open, standards-based P25 architecture as the technology base for this plan, the local public safety officials have embraced the standards endorsed by the federal government and by many national public safety organizations. This plan for a regional, interoperable P25 network serving all of the public safety agencies in the two counties should meet the criteria set by the U. S. Department of Homeland Security, and place an application for funding via a federal grant in a favorable position to gain approval. (It should be clearly understood that funding is contingent on a competitive evaluation process, and that even if the County is successful in securing additional monies for the project, it is unlikely that the federal government will bear more than a fraction of the total cost of the system.)

The EBRCS is the 800MHz, 700MHz system being designed and developed through a partnership of public safety entities throughout Contra Costa and Alameda Counties. The purpose of the EBRCS is to assure that public safety agencies can communicate seamlessly with other jurisdictions under emergency conditions as well as every day operations. Events such as the Oakland Hills Fire and Columbine High School clearly display the problems that arise, and the tragedies that result, when disparate radio

systems are the norm. The Federal Government has mandated the more efficient use of available spectrum and has provided extensive grant and specialized funding to regional systems including the EBRCS of which we are a member. To date, these amounts total approximately \$39 million.

ISSUE:

The consortium of cities led by Richmond have purchased an EDACS (Enhanced Digitally Accessed Communications System), which is proprietary technology belonging to M/A-Com (a division of Tyco Electronics). Even though the EDACS system operated by the Richmond consortium is in the same 800 MHz band with the SmartNet system operated by Alameda County, radios from the two systems have mutually incompatible protocols (they cannot communicate directly on one another's infrastructure).

In order to remain in compliance with EBRCS and the Richmond Communications center, Kensington PD will either need to upgrade our current radios or replace our radios.

CURRENT EQUIPMENT:

- 11 -- Ma-Com P7200 handheld radios
- 7 -- Vehicle radios (Ericson and Motorola)

The Kensington Police Department purchased 11 Ma-Com P7200 handheld radios approximately 4 years ago. Richmond PD currently has approximately 80 Ma-Com handheld radios in use. Richmond PD plans on taking their Ma-Com radios out of service and replacing them with Motorola units. Currently, the remaining law enforcement agencies within the West County Consortium are planning on purchasing new Motorola radios. The KPPCSD will either need to upgrade the current Ma-Com radios or purchase/lease new radios.

OPTIONS:

OPTION 1: UPGRADE EXISTING RADIOS

Currently, Kensington PD has 7 vehicle radios and 11 handheld radios. The 11 Ma-Com handheld radios are upgradeable at a cost of \$700.00 plus CA Sales Tax of 9.25%. Based on conversations with Wendell Norwood, the Area Director for Dailey-Wells Communications, the 7 vehicle radios are also upgradeable at the same cost. The total cost for upgrading 18 radios is \$13,755.50 (refer to attached quote).

Advantages: Decreased initial cost

Disadvantages: Lack of support for the old radios

Increased maintenance and repair costs for older radios

OPTION 2: PURCHASE NEW RADIOS

A total of 7 Motorola APX 6500 vehicle radios and 11 Motorola APX 6000 handheld radios will be required. This is estimated to cost approximately \$68,408.64. See attached estimates.

Advantages: Decreased maintenance issues
Same equipment as other consortium agencies.

Disadvantages: High initial cost
OPTION 3: LEASE NEW RADIOS

The Motorola Credit Corporation offers three lease purchase options for the 18 Motorola radios. A summary of the tentative lease purchase options are as follows:

	<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>
Lease Term:	Four Years	Five Years	Seven Years
Payment Frequency:	Annual	Annual	Annual
Lease Rate:	4.13%	4.17%	4.38%
Lease Factor:	0.276335	0.225701	0.168957
Lease Payment:	\$18,903.67	\$15,439.90	\$11,558.12

Advantages: Decreased maintenance issues
Decreased initial costs relative to Option 2

Disadvantages: Increases fiscal liability over several years (dependent on the lease term)
Increased costs relative to Option 1

Note: Lease rates are based on current market interest rates and are subject to change. See attached Motorola Financing Proposal.

References:

East Bay Regional Communications System Authority
Website: http://www.ebrcsa.org/about_ebrcsa.aspx



MOTOROLA 3, 2011

Financing proposal for: **Attn: Kensington Police Services**

Motorola Customer Financing recognizes that each opportunity presents unique issues and characteristics. Therefore, our approach involves understanding our customer's operational goals and financial objectives. **Should you feel another financing structure is required, Motorola Customer Financing would welcome the opportunity to work with you.**

Motorola Credit Corporation is pleased to submit the following financing proposal for your Motorola equipment solution:

Transaction Type: Municipal Lease-Purchase Agreement / Tax Exempt Financing

Lessor: Motorola, Inc. (or its Assignee)

Lessee: **Attn: Kensington Police Services**

Amount: \$68,408.64

Down Payment: \$0.00

Balance to Finance: \$68,408.64

Equipment: As per the Motorola equipment proposal.

Title, Insurance, & Maintenance: Title to the equipment will vest with the Lessee, and the Lessee will be responsible to insure & maintain the equipment as outlined in the lease contract.

Taxes: Personal property, sales, leasing, use, stamp, or other taxes are for the account of the Lessee.

	<u>Option One</u>	<u>Option Two</u>	<u>Option Three</u>
Lease Term:	Four Years	Five Years	Seven Years
Payment Frequency:	Annual	Annual	Annual
Lease Rate:	4.13%	4.17%	4.38%
Lease Factor:	0.276335	0.225701	0.168957
Lease Payment:	\$18,903.67	\$15,439.90	\$11,558.12
Payment Structure:	Arrears	Arrears	Arrears

Payment Commencement: First payment due First payment due First payment due
one year after one year after one year after
contract execution. contract contract execution.
execution.

Please be advised the rates and payment streams above are valid for lease purchase contracts executed and returned NO LATER than: February 10, 2011

Program Highlights: Low, tax exempt financing interest rates...the **cheapest & easiest** way for State & Locals to raise cash.

Eliminate miscellaneous financing costs associated with bonding...**NO** special counsel fees, underwriter's fees, origination costs, or reserve fund requirements. **Every dollar you borrow gets allocated towards your project.**

No pre-payment penalties provided payment is made on a regularly scheduled lease payment date.

Lease Payments are subject to annual appropriation, so the Lessee **DOES NOT** pledge its full faith and credit.

Future equipment upgrades can easily be accommodated via add-on lease schedules, restructuring already existing deals, etc.

Qualifications: Receipt of a properly executed documentation package.

The interest portion of the Lease Payments shall be excludable from the Lessor's gross income pursuant to Section 103 of the Internal Revenue Code.

Receipt of a copy of the last 2 year's audited financial statements and current year's budget from the Lessee.

This proposal should not be construed as a commitment to finance. It is subject to final credit approval.

For questions concerning this quote, please contact: Paul Mecaskey
Motorola Credit Corporation
847-538-3707
pjm@motorolasolutions.com



MOTOROLA
uniquely everywhere

Kensington Police Services District

COST AND EQUIPMENT REQUIREMENTS
 800 MHz Digital Trunked **Portable P25** - Phase 1 and 2 Capable radios

<i>QTY</i>	<i>DESCRIPTION</i>	<i>UNIT PRICE</i>	<i>EXTENDED PRICE</i>
11	APX6000 I 700/800 MHz 3 watt P25 Trunked portable radio with: 96 channels, Ultra-high Capacity <i>IMPRES</i> LiIon Battery (2900 mAH), Emergency Alert button, 8 character top display, Digital software, belt carry clip, belt carry clip, low battery alert and antenna, <small>(model # H97TGD9PW1-N, H38, Q806, G996 & Q947)</small>	\$2,972.00	\$32,692.00
11	APX6000 PoP25 and IV&D <small>(G996 & Q947)</small>	\$240.00	\$2,640.00
11	Radio Trade-In incentive <small>(one for one radio - good until 6-1-2011)</small>	(\$200.00)	(\$2,200.00)
ACCESSORIES:			
11	APX6000 Remote Spkr/mic <small>PMMN4062</small>	\$77.60	\$853.60
11	APX6000 Single unit rapid <i>IMPRES</i> charger <small>WPLN7080</small>	\$100.00	\$1,100.00
11	APX6000 Spare Battery - <i>IMPRES</i> LiIon Battery (2900 mAH) <small>(NNTN7038)</small>	\$112.00	\$1,232.00
0	APX6000 multi (6) unit rapid <i>IMPRES</i> charger <small>NNTN7065</small>	\$631.00	\$0.00
		Equipment:	\$36,317.60
		Shipping:	N/C
		9.25% Sales Tax:	\$3,359.38
		System Total:	\$39,676.98

Prices do not include installation & programming

TERMS: Net 30 days from shipment
VALIDITY: Prices valid for 150 days
SHIPPING: *FOB Ship Point - N/C*
DELIVERY: Shipment in early July

PHONE: 916-201-5670 Fax: 916-791-8359
ADDRESS:

Mike Marraccini

QUOTED BY Mike Marraccini
DATE: 1/6/2011

Motorola is providing this quotation for budgetary (informational) purposes only and it does not constitute an offer for sale. [If you wish to purchase the quoted products, Motorola will be pleased to provide you with our standard terms and conditions of sale, or alternatively, receive your purchase order, which will be acknowledged with a letter enclosing the Motorola standard terms and conditions.]



Kensington Police Services District

COST AND EQUIPMENT REQUIREMENTS
 800 MHz Digital Trunked **Mobile** P25 - Phase 1 and 2 Capable radios

<i>QTY</i>	<i>DESCRIPTION</i>	<i>UNIT PRICE</i>	<i>EXTENDED PRICE</i>
7	APX6500 700/800 MHz 35 watt mobile P25 radio with: 870 channels, 3 dB gain low profile antenna, Emergency Alert Button, 7.5 watt external speaker, 2 lines/14 character display, scan, dash mount kit, HD palm mic, P25 Trunking and SmartZone digital software <small>model # M25URS9PW1-N, QA01749, B18, W72, G51, G361, Q806, G442, G66, G174</small>	\$3,717.00	\$26,019.00
7	APX6500 PoP25 and IV&D (G99% & Q947)	\$240.00	\$1,680.00
0	APX6500 Sub: Remote mount kit with 17' cable G67	\$138.00	\$0.00
7	Radio Trade-In incentive (one for one radio - good until 6-1-2011)	(\$200.00)	(\$1,400.00)

Equipment:	\$26,299.00
Shipping:	N/C
9.25% Sales Tax:	\$2,432.66
System Total:	\$28,731.66

Prices do not include installation & programming

TERMS: Net 30 days from shipment
VALIDITY: Prices valid for 150 days
SHIPPING: *FOB Ship Point - N/C*
DELIVERY: Shipment in early July

PHONE: 916-201-5670 Fax: 916-791-8359
ADDRESS:

Mike Marraccini

QUOTED BY Mike Marraccini
DATE: 1/6/2011

Motorola is providing this quotation for budgetary [informational] purposes only and it does not constitute an offer for sale. [If you wish to purchase the quoted products, Motorola will be pleased to provide you with our standard terms and conditions of sale, or alternatively, receive your purchase order, which will be acknowledged with a letter enclosing the Motorola standard terms and conditions.]

Who is Eligible?

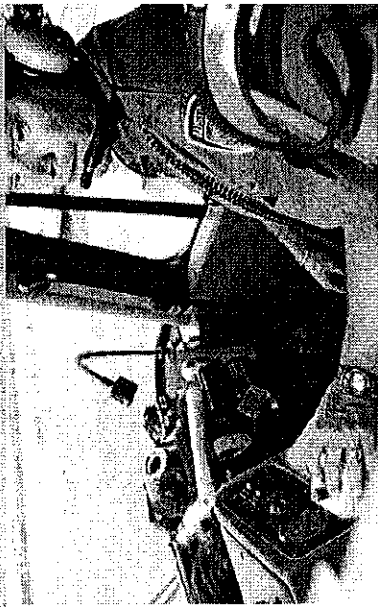
Generally, any city, county, or state whose budget is funded by a licensed taxing authority which falls under Section 103 of the Internal Revenue Code is eligible for tax-exempt municipal leasing. Consult your counsel for determination of eligibility. Eligible organizations often include, but are not limited to:

- Police Departments
- Fire Departments
- Public Schools
- Public Works Departments
- Sheriff's Department
- County and City Hospitals
- State Universities

Financing Highlights

Flexible Payment Structure Options

- Monthly
- Quarterly
- Semi-Annual
- Annual
- Skip Payments
- Stepped Payments
- Long Term Financing Available



Motorola Credit Corp., Providing Financing Solutions for Your Every Need

Motorola, a world leader in providing integrated communications solutions continues to cater to your every need. We help our customers achieve their goals by offering more effective financing solutions. It's all about making things smarter and life better.

Motorola Customer Financing is available to answer your questions regarding lease financing details. Call 800-247-2346



Municipal Lease Financing

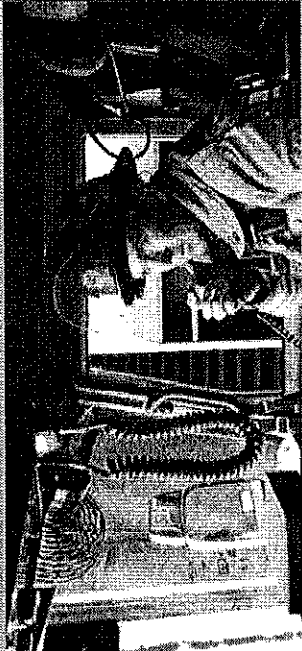
An Effective Tool to Meet Governmental Infrastructure & Subscriber Radio Needs

What is a Motorola Tax-Exempt Municipal Lease?

This is a lease-purchase contract designed specifically for state and local government entities. It is the most cost effective, economical way for municipalities to finance, because the interest payments from the government entity are exempt from Motorola's federal income tax liability. Motorola shares this benefit by offering lower interest rates.

- The financing typically avoids classification as debt due to inclusion of a non-appropriations clause.
- Payments generally are considered operating costs / expenses.
- Prepayments can be made free of penalty on a regularly scheduled lease payment date.
- Unlike bond financing, the lease-purchase agreement contains no hidden fees, no ongoing administrative costs, and does not require debt service reserve funds which would force more borrowing than is necessary.
- Unlike bond financing, the lease-purchase agreement offers flexibility...special terms can be arranged to meet unique funding or cash flow requirements.
- Typical terms range from 24 to 120 months.

At Motorola, we work for you.



At Motorola, we work for you.

What are the Benefits?

- **Cost Savings:** Motorola's tax-exempt lease-purchase program provides a significant cost savings over traditional financing methods. This is due to the fact that Motorola's lease-purchase program is structured to take advantage of the tax-exempt status of the lease payments, which are not subject to federal income tax. This results in a lower overall cost of financing for the municipality.
- **Flexibility:** Motorola's lease-purchase program offers a high degree of flexibility in terms of lease terms and payment structures. This allows municipalities to tailor the financing to their specific needs and cash flow requirements.
- **Operational Strategy:** Motorola's lease-purchase program is designed to be an integral part of a municipality's overall operational strategy. This means that the financing is structured to be consistent with the municipality's long-term goals and objectives.
- **Improved Cash Flow:** Motorola's lease-purchase program can help improve a municipality's cash flow by providing a predictable and manageable payment structure. This allows municipalities to better manage their budget and avoid the large upfront costs associated with traditional financing methods.
- **Reduced Risk:** Motorola's lease-purchase program can help reduce the risk associated with financing by providing a fixed payment structure and a clear path to ownership. This allows municipalities to better understand their financial obligations and avoid the uncertainty of traditional financing methods.
- **Access to Capital:** Motorola's lease-purchase program provides a way for municipalities to access capital that they might not otherwise be able to obtain. This is because the program is structured to be consistent with the tax-exempt status of the lease payments, which makes it more attractive to investors and lenders.
- **Long-Term Value:** Motorola's lease-purchase program can provide long-term value to a municipality by providing a way to finance the purchase of new equipment and infrastructure. This allows municipalities to keep their facilities up-to-date and improve their operational efficiency.

How Lease Purchase Financing Helps Solve Your Budget Problems

Call Motorola's Customer Financing team for a customized, tax-exempt lease purchase program. 800-272-2526

Kevin Hui

From: Wendell Norwood [wendell@dwcomm.com]
Sent: Tuesday, January 18, 2011 8:50 PM
To: 'Kevin Hui'
Subject: Quote to Upgrade Kensington Radios to P25 Trunking

HARRIS

Dailey-Wells Communications, Inc.

January 18, 2011

Officer Hui,

As per your request, I forward to you an official quote to software upgrade your existing 11 M/A-Com portable radios (P7200s) and existing 7 mobile radios (M7200s) to P25 trunking. The cost to have fully functional P25 Trunking radios is \$700.00 per radio and Dailey-Wells will program your radios at your convenience for no charge.

18 each MAYR-NP7AT Feature, EDACS Analog to P25 Trunking	\$700.00 each	\$12,600.00
California State Sales Tax @ 9.25%		<u>\$ 1,155.50</u>
TOTAL		\$13,755.50

Purchase Orders should be **made out to:**

Dailey-Wells Communications
 Attention: Wendell Norwood
 3440 East Houston Street
 San Antonio, TX 78219

Purchase Orders should **be sent to:**

Dailey-Wells Communications
 Attention: Wendell Norwood
 425 Yale Drive
 San Mateo, CA 94402
 Fax: (650) 342-5855
 Cell: (650) 544-4411

Best regards,

Wendell Norwood
 Area Director

HARRIS

Dailey-Wells Communications, Inc.

1/31/2011

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DISTRICT - NEW BUSINESS

2. General Manager Greg Harman will present to the Board the Mid- Year Budget Review for Fiscal Year 2010-2011. (Possible Board Action) Page

Memorandum

Kensington Police Department



To: KPPCSD Board of Directors

APPROVED YES NO

From: Gregory E. Harman, General Manager

Date: Thursday, February 03, 2011

FORWARDED TO:

Subject: New Business Item #2 Mid-Year Budget Review for Fiscal Year 2010-2011

The following information is unaudited and prepared from the January 2011 Unaudited Profit & Loss Budget Performance Report that is part of the Consent Calendar in this month's packet, however, still a good indication of where we are in terms of the Fiscal Year 2010-2011 Budget.

Revenue	To Date	Annual Budget	Expected Difference
401 Levy Tax	\$1,240,702	\$1,234,000	\$6,702

The County has credited us \$6,702 more to date than budgeted for this fiscal year. The final end of year amounts is determined by County's ability to collect property tax payments, the Special Tax, and the Measure G Tax. The final County adjustment occurs in September 2011.

415 Grants- Police	\$31,358	0	\$100,000
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This amount is revenue received to date from the 2010/2011 COPS Grant. We are still expecting to receive an additional \$68,642 in 2010/2011 COPS Grant revenue. By law, the \$100,000 in grant money was not part of our 2010/2011 budget but we were anticipating it would be received. By Board resolution, this grant funding when received, was to be used to continue to pay for our 10th officer position.

The Vehicle License Fee surcharge that expired January 1st is being proposed by the governor to be part of a June 2011 ballot measure to be presented to voters. If the ballot measure does not pass, there will be no 2011/2012 COPS Grant funding next fiscal year. (Unless the state funds the grant via other means)

419 Workman's Comp	\$31,574	0	\$50,574
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The Workman's Compensation reimbursement is a result of Sergeant Khan's Workman's Comp injury. We are reimbursement by our insurance provider approximately 50% of his salary. We anticipate an additional \$19,000 in reimbursement for the year. This additional revenue will off set the cost of higher overtime paid due to Sergeant Khan's absence.

At the mid-year point, we estimate \$157,276 increase in police related revenue over budget for the fiscal year. Park and District revenues are on target to meet budget expectations.

Expenses	To Date	Annual Budget	Difference
502 Police Salary	\$535,223	\$906,978	0

At the mid- year point, we are on target to meet budgeted police salary expectations for the fiscal year.

506 Overtime	\$16,067	\$40,000	(\$4,000)
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Overtime costs are lower than anticipated, even with the increase in overtime due to coverage issues associated with Sergeant Khan's absence. However, as officers begin to increase time in training and their vacations begin, overtime costs will increase even with the new work schedule being implemented February 6th.

508 Salary Non-Sworn	\$20,048	\$52,000	(\$10,000)
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Non-sworn personnel salary costs have been lower than budgeted; however, as the new District Secretary begins training on the payroll function with the accountant, these savings will not continue. However, once the District Secretary takes over the payroll function, our accountant costs will be reduced.

Even though medical and retirement costs are higher than budgeted year-to-date on the January Unaudited Profit & Loss report, this is the result of pre-payments. All medical and retirement costs are anticipated to be at budgeted costs for the year.

553 Range/ Ammunition	\$4,261	\$4,000	\$261+
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Range and ammunition costs are higher than budget due to the increase in the costs of ammunition and the increase in range training associated with the additional reserve officers and an increase in officers range training. These costs may result in an additional \$2,000 over budget for the fiscal year.

564 Communications	\$13,221	\$136,000	TBD
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Richmond PD is historically late in their billings and at a meeting on February 2nd; Richmond PD indicated that they are calculating the new costs for contracts, which should be available by May.

566 Radio Maintenance			TBD
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Radio maintenance costs will be increased with either a purchase of new radios, the lease of new radios, or upgrade of old radios depending on the Board's decision related to NB Item #1 of the February agenda.

570 Training	\$10,072	\$12,000	TBD
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Training costs have been higher than projected at the mid-year point however; the POST reimbursements of \$2,886 are currently assigned back to the general fund in Chart 418. I have requested that the accountant set up a new Chart for POST reimbursements for the next fiscal year to better track POST training reimbursements.

Overall, the biggest adjustment to the budget that will need to be made at the mid-year point for police expenses is for the purchase, lease, or upgrade of the police radios. This cost was not budgeted for when the 2010-2011 budget was purposed as it was unknown when the interoperability system would be coming on line.

646 Com Cent Reps	\$4,068	\$1,000	\$3,068
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The expensed \$3,625 for new men's/ women's restroom partitions was not included in this year's budget.

672 Park O & M	\$26,059	\$61,600	TBD
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While the \$26,059 expensed so far is down from budgeted projections, with the near \$5,000 repair of the amphitheater retaining wall and the continued removal of dead trees, the final \$61,600 O & M expenditure should be met.

830 Legal	\$18,750	\$50,000	TBD
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While the \$18,750 expensed to legal appears to be down at the mid-year point, this is primarily due to the fact that we are expensing legal fees associated with park buildings to Chart 972 (\$4,229) and to Chart 890 Waste & Recycling (\$3,907) were they have been incurred. Combined legal costs to date of \$26,886 are on target to meet budget projections for the year.

840 Accounting	\$21,425	\$25,800	TBD
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Accounting costs are higher than anticipated due to the accountant taking over payroll duties from the previous District Secretary, the State Controller's Office mandated financial information from the District, a Public Records Act request, an OSHA financial report request, and in assisting the auditor in preparing the District financials. Once the new District Secretary has been trained on payroll duties, this expense will be lowered, however, we may be over budget by \$6,000 at years end.

890 Waste/ Recycle	\$3,907	\$2,500	TBD
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This cost is associated with legal fees paid in response to the out of contract rate increase requests made by the contractor which was not anticipated at the time the budget was prepared. This cost of legal fees may be \$10,000 by the end of the fiscal year, but is reimbursed through the franchise fee account.

972 Park Buildings	\$4,229	\$150,000	\$55,000
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The park restroom was initially budgeted to be completed for \$150,000 however, as both legal and County fees have increased for the project. The revised estimate for the restroom is estimated to cost up to \$180,000. Additionally, the \$25,000 park building consultant expense was never considered at the time the budget was prepared and will also need to be adjusted in this budget.

Summary

Revenue was estimated to be \$2,515, 450 for the year, with expenses of \$2,611,178, creating a shortfall of (\$95,728). With the receipt of the COPS Grant revenue, the Workman's Compensation reimbursement, and higher than anticipated revenue from property taxes, **total revenue is estimated to be \$2,672,726 or \$157,276 higher than projected.**

Expenses to date appear to be as budgeted, with a \$10,000 savings in non- sworn salary and \$4,000 savings in police overtime costs. However, the possible additional \$30,000 cost of the restroom project will need to be budgeted for, along with the \$25,000 costs associated with the park buildings consultant in Chart 972. An additional \$6,000 will need to be authorized for Chart 840 Accounting and \$20,000 in Chart 566 Radios (depending on the Board's decision to purchase, lease, or upgrade).

This \$67,000 increase in expenses will result in total expenses for the year going from \$2,611,178 to 2,678,178.

The projected shortfall for Fiscal Year 2010/2011 was originally estimated to be (\$95,728) and is now estimated to be (\$5,452).

DISTRICT - NEW BUSINESS

3. General Manager Greg Harman will present to the Board for possible adoption Resolution 2011-02, adopting the amended conflict of interest code for the Kensington Police Protection & Community Services District. (Board Action)

CONFLICT OF INTEREST CODE
KENSINGTON POLICE PROTECTION AND COMMUNITY
SERVICES DISTRICT

Amended on the 10th day of February, 2011
By Resolution No. 2011-02

The Political Reform Act, Government Code Section 81000, et seq., requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The California Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard Conflict of Interest Code. It can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act. Therefore, the terms of 2 Cal. Code of Regs. Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendix in which officials, employees and consultants are designated and disclosure categories are set forth, constitute the Conflict of Interest Code of the Kensington Police Protection and Community Services District (District).

Designated officials, employees and consultants shall file statements of economic interests with the District, which will make the statements available for public inspection and reproduction. (Gov. Code Section 81008) Upon receipt of the statements of all designated officials and employees, the District shall make and retain a copy and forward the original of these statements to the County of Contra Costa Clerk of the Board of Supervisors.

APPENDIX

Designated Position¹	Disclosure Category
General Manager	1
Consultants**	2

Disclosure Category 1: A designated official or employee assigned to Category 1 is required to disclose investments, interests in real property, income, and any business entity in which the designated employee is a director, officer, partner, trustee, employee or holds any position of management.

Disclosure Category 2: Consultants shall disclose investments, interests in real property, income, and any business entity in which the designated employee is a director, officer, partner, trustee, employee or holds any position of management, subject to the following limitation:

**The General Manager may determine in writing that a particular consultant, although holding a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The General Manager’s determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

¹ It has been determined that the positions listed below manage public investments and will file a statement of economic interests pursuant to Government Code Section 87200. These positions are listed for informational purposes only:

Members of the District’s Board of Directors

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KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

RESOLUTION NO. 2011-02

ADOPTING THE AMENDED CONFLICT OF INTEREST CODE

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

WHEREAS, the Kensington Police Protection and Community Services District (District) adopted a Conflict of Interest Code (Code) as required by the Political Reform Act of 1974; and

WHEREAS, California Government Code Section 87306.5 requires that the District review its Code every even-numbered year and revise it if necessary; and

WHEREAS, Legal Counsel and staff have reviewed the current Code and have determined that (1) the Code needs to be updated to conform with current law, and (2) the Appendix to the Code listing the designated officers and employees who must disclose their economic interests on an annual basis and their corresponding disclosure categories should be updated; and

WHEREAS, Legal Counsel and staff recommend adopting the amendments as reflected in the attached Code.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Kensington Police Protection and Community Services District that the amended Conflict of Interest Code is hereby adopted, in the form presented to the Board of Directors; and

BE IT FURTHER RESOLVED that the District Secretary is directed to transmit a copy of the amended Conflict of Interest Code to the Board of Supervisors of Contra Costa County for its review and approval.

Regularly passed and adopted this ___ day of _____ 2011, by the following vote of the Board:

AYES:

NOES:

ABSENT:

President, Board of Directors
Kensington Police Protection and Community Services District

ATTEST: _____ Secretary of the District

DISTRICT - NEW BUSINESS

4. General Manager Greg Harman will present to the Board for possible adoption Resolution 2011-03, adopting the appropriations limits for Fiscal Year 2011-2012 and for the next three fiscal years, 2012-13, 2013-14, 2014-15, for the Kensington Police Protection & Community Services District. (Board Action) Page

Memorandum

Kensington Police Department



To: KPPCSD Board of Directors

APPROVED YES NO

From: Gregory E. Harman, General Manager

Date: Thursday, February 03, 2011

FORWARDED TO:

Subject: New Business Item #4 Resolution 2011-03: 2011-2012 Appropriations Limit

Attached for your review is Resolution 2011-03 which, if adopted, would (a) call an election to establish the District's appropriations limit for Fiscal Year 2011-12, and (b) authorize the District to use that number to calculate the limits for the next three years, through Fiscal Year 2014-15.

The form of the resolution is based on that adopted by the Board in the past, modified to include additional language requested by the Election Processing Supervisor of Contra Costa County.

The proposed Fiscal Year 2011-12 appropriations limit amount has been set at \$3,305,662, which is the same amount that was set for Fiscal Year 2010-2011.

The resolution must be delivered to the County Clerk/Registrar of Voters no later than Thursday, March 3.

The board may want submit an argument in favor of the measure. Julie Sherman, our attorney at Hanson- Bridgett has offered to assist as needed in the drafting of this argument. They still have a copy of the argument submitted the last time the District held a special election to determine its appropriations limit, and this can certainly serve as a template for an updated version. A number of procedural rules control the drafting of the argument in favor of the measure. These rules are contained in a document prepared by the County entitled "Local Measures Information Guide" which I have received.

The argument in favor of the measure must be submitted by a date that will be determined and conveyed to the District by the Registrar of Voters upon receipt of the District's resolution calling for the election.

If the measure should pass, it will only set the District's appropriations limit through the 2014-15 fiscal year. The District will need to go to the voters again no later than June, 2015 to prevent the District's appropriations limit from falling. We will need to calendar a reminder for the fall of 2014 to ensure that the District prepares for a spring 2015 election.

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

RESOLUTION NO. 2011-03

Calling an Election for the Purpose of Submitting to the Qualified Electors of the District the Question of Establishing the District's Appropriations Limit Under Article XIII B of the California Constitution, Fixing the Date of Said Election, and Requesting the Services of the County Clerk

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

WHEREAS, Article XIII B of the California Constitution provides that the appropriations limit otherwise applicable to a governmental entity may be changed by majority vote of the electors of such entity, subject to and in conformity with constitutional and statutory voting requirements; and

WHEREAS, the Board of Directors believes that it would be in the best interests of the peace and safety of the residents of the Kensington Police Protection and Community Services District (the "District") for the appropriations limit for Fiscal Year 2011-2012 to be established by the voters of the District and for the appropriations limit for the ensuing three years to be determined accordingly.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Kensington Police Protection and Community Services District as follows:

Section 1. An election (the "election") is hereby ordered and called and will be held in the District on Tuesday, June 7, 2011, at which election the following issue shall be submitted to all persons possessing all requirements of electors under the general election laws of the State of California and who are duly qualified electors residing within the District.

"Shall the appropriations limit of the Kensington Police Protection and Community Services District for Fiscal Year 2011-2012 be established at \$3,305,662.00 and should the limit for that Fiscal Year (i.e., \$3,305,662.00) be used to determine the limits for Fiscal Years 2012-2013 through 2014-2015?"

Section 2. In the event that a statewide election is held on June 7, 2011, the election precincts, polling places and officers of election within the area of the District for the election shall be the same as those selected and designated by the County Clerk of Contra Costa County for said statewide election and set forth or to be set forth in the order, if and when made, of the County Clerk designating the precincts and polling places for said statewide election and on file in his office, to which order reference is hereby made for the designation of the precincts, polling places and officers of the election hereby called. All proceedings incidental to and connected with the election shall be regulated and done in accordance with the provisions of law regulating the said statewide election.

Section 3. This resolution shall also constitute a request to the Board of Supervisors of Contra Costa County and to the County Clerk to consolidate the election, in the event that one is called by the Board of Directors for June 7, 2011.

Section 4. The County Clerk is notified that the boundaries of the District have not changed since the District's previous election.

Section 5. The County Clerk is authorized and directed, at the District's proportionate expense, to provide all necessary election services and to canvass the results of said election.

Passed and adopted this 10th day of February, 2011, by the following vote of the Board.

AYES:

NOES:

ABSENT:

President, Board of Directors
Kensington Police Protection and Community

Services District

ATTEST:

Secretary of the District