



Agenda

Kensington Police Protection and Community Services District

Board of Directors
Regular Meeting (**Hybrid**)

Thursday, March 14, 2024
6:30 p.m. Special Meeting (Closed Session)
7:00 p.m. Regular Meeting
Kensington Community Center
59 Arlington Avenue, Kensington, CA

www.kppcsd.org/2024-03-14-kppcsd-board-meeting

The page at the URL above will have instructions on how to join the online meetings.

Virtual Access:

<https://us02web.zoom.us/j/88448199604?pwd=ZDNWTG55OU5BRlpmQys0K3UyQk55Zz09>

Webinar ID: 884 4819 9604 Passcode: 295827

The Board may hold hybrid meetings, where most or all of the Directors attend in person but the District offers the public the option of attending by Zoom or other teleconferencing methods. Please be advised that those participating in such meetings remotely do so at their own risk. The Board meeting will not be cancelled if any technical problems occur during the meeting.

Special Meeting (Closed Session) – 6:30 p.m.

Special Meeting Agenda Item Public Comments

*Individuals wishing to address the Board of Directors concerning the Special Meeting agenda are invited to make oral comments of up to 3 minutes. **For Zoom attendees:** Please raise your hand via Zoom. When you are called on by the Board President, you will be unmuted and you can address the Board of Directors. Please state your name clearly for the audio recording. You are requested to Public address your comments to the Board of Directors and not to staff and/or the audience. By state law, the Board is not permitted to undertake any action or discussion on any item not appearing on the posted agenda. If you have any documentation that you would like distributed to the Board, please mail or email it to the Clerk of the Board at 10940 San Pablo Ave., El Cerrito, CA 94530 or llewis@kppcsd.org. For other concerns or needs contact David Aranda at (510) 960-0716.*

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Gov't. Code Sec. 54956.9(1)(d))
Name of Case: Di Napoli v. Kensington Police Protection and Fire Protection District, Contra Costa Superior Court Case No. C23-01789
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of litigation pursuant to Government Code Section 54956.9(d)(4): one case

3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(3)

Adjourn to Closed Session

Regular Meeting - 7:00 p.m.

1. **Call to Order** (*We are asking all participants to be recognized by the President before speaking*)
2. **Roll Call**
3. **President's Comments**
4. **Public Comment**

*Individuals wishing to address the Board of Directors concerning any items not on the agenda may make oral comments of up to three minutes. **For Zoom attendees:** Please raise your hand via Zoom. When you are called on by the Board President, you will be unmuted and you can address the Board of Directors. Please state your name clearly for the audio recording. You are requested to address your comments to the President and Board of Directors and not to staff and/or the audience. By state law, the Board is not permitted to undertake any action or discussion on any item not appearing on the posted agenda. If you have any documentation that you would like distributed to the Board, please mail or email it to the Clerk of the Board at 10940 San Pablo Ave., El Cerrito, CA 94530 or llewis@kppcsd.org. For other concerns or needs contact David Aranda at (510) 960-0716.*

Consent Calendar

5. Approve meeting Minutes for the special and regular meetings of February 8, 2024.
6. Receive and file the February bills paid and the January and February 2024 financial statements.

Discussion and Action

7. Approval to extend the Mobile Modular contract through August 2025.
8. Discussion and approval to request from the City of El Cerrito a five-year extension, with a 90-day op out after two years, to extend the license agreement that would allow the Police Building to remain on the City's property at 10940 San Pablo Ave. in El Cerrito.
9. Approval of a change in job description and salary schedule in promoting the Accounting Clerk position to "Senior Accountant."
10. Approval of a letter to AT&T and the PUC strongly opposing the removal of landlines in California.

Comments & Reports

11. Police Chief Report.
 - Monthly Report

12. General Manager's Report.
 - Monthly Report
 - Recreation Report – March 1, 2024

13. Director Comments.

Adjourn

The next regular meeting is scheduled for April 11, 2024.

General Information

- All proceedings of the Open Session will be audio and video recorded if possible.
- Upon request, the Kensington Police Protection and Community Services District will provide written agenda materials in appropriate alternative formats or disability-related modification of disabilities to participate in public meeting. Please send 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 two days before the meeting. Requests should be sent to Kensington Police Protection & Community Service District at *10940 San Pablo Ave., El Cerrito, CA 94530*).
- To be added to the Board Agenda Mailing List, complete and submit the form at <https://www.kppcsd.org/agenda-mailing-list> or by notifying the Clerk of the Board at llewis@kppcsd.org.

Posted Agenda

Kensington Police Department – Colusa Food Market – Arlington Kiosk and at www.kppcsd.org
Complete agenda packets are available at the Public Safety Building at *10940 San Pablo Ave., El Cerrito, CA 94530*.

All public records that relate to an open session item of a meeting of the Kensington Police Protection & Community Service District that are distributed to a majority of the Board less than 72 hours before the meeting, excluding records that are exempt from disclosure pursuant to the California Public Records Act, will be available for inspection at the District offices at *10940 San Pablo Ave., El Cerrito, CA 94530* at the same time that those records are distributed or made available to a majority of the Board.

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

BOARD OF DIRECTORS MEETING MINUTES

Thursday, February 8, 2024

Special and Regular Meeting (Hybrid)

Special Meeting (Closed Session) – 6:30 p.m.

1. **Call to Order** [*Video not captured*]

President David Spath called the regular meeting to order at 6:35 p.m.

2. **Roll Call** [*Video not captured*]

Vice-President Alexandra Aquino-Fike, Director Cassandra Duggan, Director Sarah Gough, Director Sylvia Hacaj, and President David Spath were present at roll call.

Staff present included Interim General Manager David Aranda, General Counsel Ann Siprelle (via Zoom) and Clerk of the Board Lynelle M. Lewis.

Public Comment [*Video not captured*]

None.

Adjourn to Closed Session [*Video not captured*]

The Board adjourned to the closed session meeting to discuss one item.

Regular Meeting - 7:00 p.m.

1. **Call to Order**

President David Spath called the regular meeting to order at 7:03 p.m.

2. **Roll Call**

Vice-President Alexandra Aquino-Fike, Director Cassandra Duggan, Director Sarah Gough, Director Sylvia Hacaj, and President David Spath were present at roll call.

Staff present included Interim General Manager David Aranda, General Counsel Ann Siprelle (via Zoom) and Clerk of the Board Lynelle M. Lewis.

3. **President's Comments** [\[TS 6:34\]](#)

President Spath thanked persons who attended the Town Hall Meeting on the Hazardous Mitigation Plan. He announced that additional comments should be sent to him or Interim General Manager Aranda.

President David Spath announced that in the closed session meeting, the Board ad gave direction to Counsel.

4. **Public Comment** [\[TS 7:25\]](#)

None.

Consent Calendar [\[TS 7:31\]](#)

- Motion by Director Hacaj, seconded by Director Duggan, to approve the Consent Calendar as presented, carried (4-0-1) by voice vote. Director Gough abstained from voting.
5. Approved meeting minutes for the Regular Meeting of January 11, 2024.
6. Received the January 2023 bills paid and December Financial statements.

Discussion and Action

7. **Presentation and Approval of the Fiscal Year 2023 Audit.** [\[TS 9:13\]](#)

Paul Kaymark of Nigro & Nigro presented an overview of the dashboard of audited financial statements June 30, 2023 versus 2022 and the Independent Auditors' Report.

- Addressing the Board was A. Stevens Delk who commented that the net solid waste franchise fee revenues should correspond to the rate increases.

Interim General Manager Aranda said he would look into this and report back at a future meeting.

- Motion by Director Duggan, seconded by Director Gough, to accept the Fiscal Year 2023 Audit, carried (5-0) by roll call vote.

8. **Approval of the Automated License Plate Reader Policy.** [\[TS 33:27\]](#)

Interim General Manager Aranda highlighted the staff recommendation.

- Motion by Director Duggan, seconded by Vice-President Aquino-Fike, to approve the Automated License Plate Reader Policy, carried (5-0) by roll call vote.

9. **Discussion and Direction Regarding the Reorganization Process and the Dissolution of the Reorganization Committee.** [\[TS 35:46\]](#)

Interim General Manager Aranda presented the background for the recommended action. He noted that at the Kensington Fire Protection District (KFPD) board meeting of January 17, 2024 that Board approved the Ridgeline proposal to perform a financial study on KFPD and KPPCSD standing alone as two independent special districts as compared to the two districts reorganizing into one independent special district. The KPPCSD Board had already approved the Ridgeline proposal. A meeting was held with both board presidents and both general managers to assist in coordinating future board meetings in conjunction with the Ridgeline proposal. The KPPCSD will be the entity that signs the contract with Ridgeline and pays the monthly bills as outlined in the Ridgeline proposal and an agreement with KPPCSD and KFPD to have KFPD pay the 50% share of that cost each month by an invoice and appropriate documentation being submitted each month from KPPCSD to KFPD. The goal would be to have Ridgelines work completed and a presentation in July 2024.

Next, President Spath announced the dissolution of the Reorganization Committee.

10. **Final Presentation by the Police Department & District Office Permanent Location Committee and Recommendations.** [\[TS 40:17\]](#)

Vice-President Aquino-Fike and Director Gough gave a presentation on the Committee's purpose, space needs, assumptions, findings, recap of possible options, final recommendations, and ball park cost estimates. They recommended focusing on the property south of the Kensington Library moving forward for a new police building and permanent District offices.

The requested actions were: a) to explore the KPPCSD property south of the Kensington Public Library on the Arlington Avenue as the permanent location for the Kensington Police Department & KPPCSD office, with the first step being authorizing the Interim General Manager David Aranda to enter into an agreement with a firm to survey the parcel, and b) to dissolve the Police Department & District Office Permanent Location Committee effective Feb. 8, 2024.

Board members made comments and questions were raised about: the cost comparisons to move the current portables to the new location, litigation risks, and a detailed list of administrative office needs. Vice-President Aquino-Fike commented that the recommendation only addresses the direction on the site—not how we build.

- Addressing the Board were the following persons: 1) Debra Lane asked about the anticipated tax increase to the community for this project; and 2) Sylvia Elsbury expressed appreciation for the work that was done by the Committee.

- Motion by Director Duggan, seconded by Director Hacaj, to explore the KPPCSD property south of the Kensington Public Library on the Arlington Avenue as the permanent location for the Kensington Police Department & KPPCSD office, with the first step being authorizing the Interim General Manager David Aranda to enter into an agreement with a firm to survey the parcel, with a cost not to exceed \$15,000, carried (5-0) by roll call vote.

President Spath dissolved the Police Department & District Office Permanent Location Committee effective Feb. 8, 2024.

11. Discussion and Approval of the Lieutenant Position Terms of Employment, Job Description and Salary Schedule. [TS 1:29:51]

Interim General Manager Aranda recapped the recommended action to approve the employment agreement which includes the salary schedule and the job description. He noted that in 2021 the Board approved Resolution No. 2021-13 which acknowledged the need for a Lieutenant position and set a salary schedule for the position. The current action would expand on the resolution so that it is more comprehensive and understandable and updates the salary needs for this position. Police Chief Gancasz supported the recommendation.

- Motion by Director Hacaj, seconded by Director Duggan, that the Board approve the creation of the Lieutenant position, the terms of employment and the salary schedule provided as well as the job description, carried (5-0) by roll call vote.

Comments & Reports

12. Police Chief Report. [TS 1:36:17]

Police Chief Gancasz announced that his monthly reported had been submitted. He reported that he had extended a job offer for a new police officer. Board members expressed appreciation for the work being done by the officers.

13. General Manager's Report. [TS 1:42:05]

Interim General Manager Aranda reported that his report highlighted areas going on for KPPCSD in January of 2024 and included a brief financial overview for the first six months of the year. Mr. Aranda responded to questions about a possible budget revision, DUI car usage, pickleball discussions, annual debt transparency filings, and receipt of the per capita park grant funds.

14. **Director Comments.** [[TS 1:53:56](#)]

- Director Duggan commented that she is seeking volunteers to assist with the project to research information on seniors, those with disabilities, mental illness, or other issues who reside in Kensington.

Adjournment [[TS 1:55:12](#)]

President Spath announced that the meeting was adjourned at 8:52 p.m. The next regular meeting is scheduled for March 14, 2024.

SUBMITTED BY:

Lynelle M. Lewis, District Clerk of the Board

APPROVED: March 14, 2024

David Aranda, Interim General Manager

David Spath, President of the Board

Kensington Police Protection & Community Services District
Balance Sheet
As of February 29, 2024 (Unaudited)

	Feb 29, 24
ASSETS	
Current Assets	
Checking/Savings	
100 · Petty Cash	\$ 100
101 · Five Star Checking	13,442
102 · Five Star Payroll	0
103 · Five Star Saving	526,165
104 · CLASS - KCC Capital	30,316
105 · CLASS - KPPCSD	1,515,775
110 · CCC Cash Accts	(100,313)
117b · Admin - Cash	39,296
130 · County Bond Accts	84,128
139 · LAIF-District	73,653
Total Checking/Savings	2,182,561
Accounts Receivable	1,826,042
Other Current Assets	0
Total Current Assets	4,008,603
Fixed Assets	5,422,843
Other Assets	
190 · Deferred Outflows - OPEB	694,408
191 · Deferred Outflows - Pension	3,157,152
199 · Suspense	(844)
Total Other Assets	3,850,716
TOTAL ASSETS	13,282,162
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	31,223
Credit Cards	5,038
Other Current Liabilities	32,210
Total Current Liabilities	68,471
Long Term Liabilities	
240 · 2020 Pension Obligation Bond	4,076,000
265 · Compensated Absence/Vac Buyback	91,962
290 · Community Center Loan	161,019
293 · Vehicle Capital Lease	157,456
295 · Net OPEB Liability	(138,185)
296 · Net Pension Liability	738,199
297 · Deferred Inflows - OPEB	340,223
298 · Deferred Inflows - Pension	1,861,343
Total Long Term Liabilities	7,288,017
Total Liabilities	7,356,488
Equity	5,925,674
TOTAL LIABILITIES & EQUITY	\$ 13,282,162

Kensington Police Protection & Community Services District
Profit & Loss Budget vs. Actual
February 29, 2024 (Unaudited)

	All Funds				
	Feb 24	Jul '23 - Feb 24	YTD Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
400 · Property Tax Revenue					
401 · Levy Tax Police- Co. Prop. 1%	\$ -	\$ 2,433,755	\$ 2,400,000	\$ 33,755	101%
402 · Special Tax-Police	-	685,470	685,000	470	100%
404 · Measure G Supplemental Tax PD	-	679,346	660,000	19,346	103%
410 · Police Fees/Service Charges	1,248	4,898	5,000	(102)	98%
414 · POST Reimbursement	105	6,593	10,000	(3,407)	66%
415 · COPS/Other PD Grants	93,290	247,528	195,000	52,528	127%
418 · Reimbursements/Refunds	275	8,535	-	8,535	100%
Total 400 · Property Tax Revenue	94,919	4,066,124	3,955,000	111,124	103%
420 · Park/Rec Activities Revenue					
406 · Per Capita Park Grant	-	-	180,000	(180,000)	0%
424 · Special Tax-L&L Parks	-	46,719	46,000	719	102%
427 · Community Center Revenue	3,518	43,479	50,000	(6,521)	87%
438 · Tennis Court Revenue	74	1,357	1,000	357	136%
439 · Other Community Center Revenue	-	31,321	-	31,321	100%
Total 420 · Park/Rec Activities Revenue	3,592	122,876	277,000	(154,124)	44%
431 · Unrealized Gains/Loss	-	9,950			
440 · District Activities Revenue					
448a · Franchise Fees Gross	-	-	120,000	(120,000)	0%
448b · less Franchise Fees Paid Out	-	-	-	-	0%
456 · Interest-District	15,716	35,843	10,000	25,843	358%
458 · Other District Revenue	-	24,341	68,500	(44,159)	36%
Total 440 · District Activities Revenue	15,716	60,184	198,500	(138,316)	30%
460 · Waste Removal Revenue					
461 · Waste Removal Franchise Fee	33,425	77,560	-	77,560	100%
Total 460 · Waste Removal Revenue	33,425	77,560	-	77,560	100%
480 · Rental Revenue - KPFD	2,439	12,193	29,300	(17,107)	42%
Total Income	150,090	4,348,887	4,459,800	(110,913)	98%
Gross Profit	150,090	4,348,887	4,459,800	(110,913)	98%
Expense					
500 · Police Salary and Benefit Exp					
502 · Salary - Officers					
503.1 · Holiday Pay	2,483	24,098	50,100	(26,002)	48%
503.2 · Incentive Pay- Education	694	6,409	4,100	2,309	156%
503.3 · Incentive Pay- POST Certificate	2,175	25,633	34,600	(8,967)	74%
502 · Salary - Officers - Other	64,506	625,477	1,141,400	(515,923)	55%
Total 502 · Salary - Officers	69,858	681,616	1,230,200	(548,584)	55%
506 · Overtime	17,199	103,544	120,000	(16,456)	86%
508 · Salary - Non-Sworn	6,192	42,252	53,900	(11,648)	78%
509 · Hiring Bonus	9,063	24,063	20,000	4,063	120%
510 · Vacation Cash Out	-	-	20,600	(20,600)	0%
516 · Uniform Allowance	600	5,700	10,800	(5,100)	53%
521-A · Medical/Vision/Dental-Active	11,839	119,323	183,700	(64,377)	65%
521-R · Medical/Vision/Dental-Retired	10,413	104,940	145,400	(40,460)	72%
522 · Officer Life Insurance	192	3,237	8,500	(5,263)	38%
523 · SocialSecurity/Medicare-Police	1,373	12,042	20,300	(8,258)	59%
524 · Social Security - District	384	2,620	4,100	(1,480)	64%
527 · PERS - District Portion	13,473	128,828	269,700	(140,872)	48%
529 · Pension Obln Bond Payment	-	330,926	330,900	26	100%
530 · Workers Comp	-	38,000	38,000	-	100%
531 · Unemployment	-	6,750	52,000	(45,250)	13%
Total 500 · Police Salary and Benefit Exp	140,587	1,603,841	2,508,100	(904,259)	64%
520 · In Lieu Health Expense	-	500	500	-	100%
550 · Police Operating Expenses					
552 · Office Supplies and Expenses	534	5,400	21,400	(16,000)	25%
553 · Police Equipment and Supplies	11,953	29,679	30,000	(321)	99%
554 · Traffic Safety	-	54,984	25,000	29,984	220%
560 · Crossing Guard	-	-	-	-	0%
561 · Fleet Expense	3,136	24,770	17,000	7,770	146%
562 · Vehicle Operation	3,730	31,282	30,000	1,282	104%
563 · Vehicle Lease	4,610	44,775	86,500	(41,725)	52%

Kensington Police Protection & Community Services District
Profit & Loss Budget vs. Actual
February 29, 2024 (Unaudited)

	All Funds				
	Feb 24	Jul '23 - Feb 24	YTD Budget	\$ Over Budget	% of Budget
564 · Annual Law Encfcm. Tec/Dispatch	-	143,248	160,000	(16,752)	90%
566 · Radio Maintenance	900	17,546	37,800	(20,254)	46%
567 · Alarm	1,087	3,998	4,000	(2)	100%
568 · Evidence	1,366	7,530	7,500	30	100%
569 · Emergency Preparedness	-	-	3,000	(3,000)	0%
570 · Training and Travel Exp	2,833	21,357	30,000	(8,643)	71%
571 · Records	75	9,295	38,800	(29,505)	24%
572 · Hiring	2,266	11,382	25,000	(13,618)	46%
574 · Reserve Officers	500	430	-	430	100%
576 · Dues and Subscriptions	-	1,670	7,000	(5,330)	24%
580 · Utilities - Police	2,876	25,657	27,000	(1,343)	95%
581 · Bldg Repairs/Maint.	1,906	8,513	10,000	(1,487)	85%
587 · IT Contract	4,482	41,061	43,300	(2,239)	95%
588 · Telephone	-	14,906	10,000	4,906	149%
591 · General Liability Insurance	-	55,288	55,000	288	101%
592 · Online Services/Business Accts	-	20	5,000	(4,980)	0%
593 · Volunteer Programs	1,191	1,454	7,500	(6,046)	19%
594 · Community Events	-	3,781	7,500	(3,719)	50%
595 · Legal/Consulting - Police	7,998	14,053	9,000	5,053	156%
597 · Police Bldg. Lease	11,201	64,385	66,000	(1,615)	98%
597.1 · Bldg Maintenance/Repair	24	24	10,000	(9,976)	0%
597.2 · Utilities	-	-	-	-	0%
597.3 · Janitorial - Police Building	1,150	7,053	14,000	(6,947)	50%
599 · Police Taxes Administration	-	-	5,000	(5,000)	0%
Total 550 · Police Operating Expenses	63,817	643,539	792,300	(148,761)	81%
600 · Park/Rec Sal & Ben					
601 · Park & Rec Administrator	3,639	17,522	86,000	(68,478)	20%
602 · Custodial/Cleaning Services	-	(20)	12,000	(12,020)	-0%
623 · Social Security/Medicare - Dist	-	-	6,600	(6,600)	0%
600 · Park/Rec Sal & Ben - Other	-	625	-	625	100%
Total 600 · Park/Rec Sal & Ben	3,639	18,127	104,600	(86,473)	17%
635 · Park/Recreation Expenses					
640 · Community Center Expenses					
641 · General Maintenance	-	1,515	2,500	(985)	61%
642 · Utilities-Community Center	279	8,053	13,000	(4,947)	62%
643 · Janitorial Supplies	-	1,815	1,500	315	121%
644 · Landscaping	-	21,700	30,000	(8,300)	72%
645 · General Liab./Workers Comp	-	1,362	1,400	(38)	97%
646 · Community Center Repairs	-	463	10,000	(9,537)	5%
647 · Legal/Consulting	145	1,162	-	1,162	100%
640 · Community Center Expenses - Other	30	4,088	-	4,088	100%
Total 640 · Community Center Expenses	454	40,157	58,400	(18,243)	69%
650 · Park					
651 · General Maintenance	685	5,516	30,000	(24,484)	18%
652 · Repairs	1,167	2,082	-	2,082	100%
653 · Landscaping	-	360	-	360	100%
656 · Utilities	323	12,573	-	12,573	100%
657 · General Liab/Workers Comp	-	12,000	12,000	-	100%
658 · Levy Administration	-	6,200	10,000	(3,800)	62%
674 · Tennis Court Maint/Repair	-	351	-	351	100%
Total 650 · Park	2,176	39,082	52,000	(12,918)	75%
Total 635 · Park/Recreation Expenses	2,630	79,239	110,400	(31,161)	72%
750 · Waste Managment Expenses					
751 · Waste Removal Franchise Fee Exp	11,614	33,240	51,400	(18,160)	65%
752 · Waste Management Program Admin	-	-	68,490	(68,490)	0%
753 · Other Waste Management Exp	-	8,627	3,040	5,587	284%
Total 750 · Waste Managment Expenses	11,614	41,868	122,930	(81,062)	34%
800 · District Expenses					
807 · Salaries	23,076	173,631	259,400	(85,769)	67%
808 · Payroll Taxes	2,038	14,589	19,800	(5,211)	74%
809 · Benefits	-	-	50,000	(50,000)	0%
815 · Admin Communications	498	4,769	7,500	(2,731)	64%
816 · Office Supplies	80	1,771	2,000	(229)	89%
817 · Postage	19	1,241	-	1,241	100%

Kensington Police Protection & Community Services District
Profit & Loss Budget vs. Actual
February 29, 2024 (Unaudited)

	All Funds				
	Feb 24	Jul '23 - Feb 24	YTD Budget	\$ Over Budget	% of Budget
818 · Mileage Reimbursement	23	712	-	712	100%
819 · Dues/Subscriptions	-	14,690	11,000	3,690	134%
820 · Copier Contract	376	3,010	-	3,010	100%
825 · Board Continuing Ed/Conferences	-	5,065	8,000	(2,935)	63%
830 · Legal (District/Personnel)	12,119	64,296	25,000	39,296	257%
831 · Training and Travel Admin	-	11,954	18,700	(6,746)	64%
835 · Consulting	1,800	11,750	50,000	(38,250)	24%
840 · Accounting/Audit	-	42,695	95,000	(52,305)	45%
850 · Insurance	-	45,000	45,000	-	100%
851 · Workers Comp	-	1,569	1,500	69	105%
861 · LAFCO	-	1,455	2,000	(545)	73%
870 · County Expenditures	-	6,471	25,000	(18,529)	26%
891 · COVID	-	-	-	-	0%
898 · Other Expenses	43	8,854	5,000	3,854	177%
Total 800 · District Expenses	40,072	413,522	624,900	(211,378)	66%
950 · Capital Outlay					
963 · Patrol Car Accessories	-	68,922	-	68,922	100%
967 · Station Equipment	-	(136)	-	(136)	100%
968 · Office Furn/Eq	-	(690)	-	(690)	100%
974 · Other Park Improvements	-	46,009	80,000	(33,991)	58%
978 · Pk/Rec Furn/Eq	-	1,323	-	1,323	100%
Total 950 · Capital Outlay	-	115,427	80,000	35,427	144%
997 · Payroll Expenses	455	2,721			
Total Expense	262,814	2,918,783	4,343,730	(1,424,947)	67%
Net Ordinary Income	(112,724)	1,430,105	116,070	1,314,035	1,232%
Other Income/Expense					
Other Expense					
700 · Bond Expense					
975 · Community Center Loan Repayment	-	-	30,500	(30,500)	0%
Total 700 · Bond Expense	-	-	30,500	(30,500)	0%
Total Other Expense	-	-	30,500	(30,500)	0%
Net Other Income	-	-	(30,500)	30,500	0%
Net Income	\$ (112,724)	\$ 1,430,105	\$ 85,570	\$ 1,344,535	1,671%

Kensington Police Protection & Community Services District
General Fund Profit & Loss Budget vs. Actual
February 29, 2024 (Unaudited)

	General Fund				
	Feb 24	Jul '23 - Feb 24	YTD Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
400 · Property Tax Revenue					
401 · Levy Tax Police- Co. Prop. 1%	\$ -	\$ 2,433,755	\$ 2,400,000	\$ 33,755	101%
418 · Reimbursements/Refunds	-	586	-	586	100%
Total 400 · Property Tax Revenue	-	2,434,341	2,400,000	34,341	101%
440 · District Activities Revenue					
456 · Interest-District	15,716	33,326	10,000	23,326	333%
458 · Other District Revenue	-	24,341	68,500	(44,159)	36%
Total 440 · District Activities Revenue	15,716	57,667	78,500	(20,833)	73%
480 · Rental Revenue - KPFD	2,439	12,193	29,300	(17,107)	42%
Total Income	18,155	2,504,200	2,507,800	(3,600)	100%
Gross Profit	18,155	2,504,200	2,507,800	(3,600)	100%
Expense					
500 · Police Salary and Benefit Exp					
509 · Hiring Bonus	5,063	5,063	-	5,063	100%
Total 500 · Police Salary and Benefit Exp	5,063	5,063	-	5,063	100%
550 · Police Operating Expenses					
595 · Legal/Consulting - Police	5,118	5,118	-	5,118	100%
Total 550 · Police Operating Expenses	5,118	5,118	-	5,118	100%
800 · District Expenses					
807 · Salaries	23,076	173,631	259,400	(85,769)	67%
808 · Payroll Taxes	2,038	14,589	19,800	(5,211)	74%
809 · Benefits	-	-	50,000	(50,000)	0%
815 · Admin Communications	498	4,769	7,500	(2,731)	64%
816 · Office Supplies	80	1,771	2,000	(229)	89%
817 · Postage	19	1,241	-	1,241	100%
818 · Mileage Reimbursement	23	712	-	712	100%
819 · Dues/Subscriptions	-	14,690	11,000	3,690	134%
820 · Copier Contract	376	3,010	-	3,010	100%
825 · Board Continuing Ed/Conferences	-	5,065	8,000	(2,935)	63%
830 · Legal (District/Personnel)	12,119	64,296	25,000	39,296	257%
831 · Training and Travel Admin	-	11,954	18,700	(6,746)	64%
835 · Consulting	1,800	11,750	50,000	(38,250)	24%
840 · Accounting/Audit	-	42,695	95,000	(52,305)	45%
850 · Insurance	-	45,000	45,000	-	100%
851 · Workers Comp	-	1,569	1,500	69	105%
861 · LAFCO	-	1,455	2,000	(545)	73%
870 · County Expenditures	-	6,461	25,000	(18,539)	26%
898 · Other Expenses	43	8,853	5,000	3,853	177%
Total 800 · District Expenses	40,072	413,511	624,900	(211,389)	66%
997 · Payroll Expenses	455	2,721	-	2,721	100%
Total Expense	50,709	426,413	624,900	(198,487)	68%
Net Ordinary Income	(32,554)	2,077,787	1,882,900	194,887	110%
Net Income	\$ (32,554)	\$ 2,077,787	\$ 1,882,900	\$ 194,887	110%

Kensington Police Protection & Community Services District
Police Profit & Loss Budget vs. Actual
February 29, 2024 (Unaudited)

	Police Fund				
	Feb 24	Jul '23 - Feb 24	YTD Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
400 · Property Tax Revenue					
402 · Special Tax-Police	\$ -	\$ 685,470	\$ 685,000	\$ 470	100%
404 · Measure G Supplemental Tax PD	-	679,346	660,000	19,346	103%
410 · Police Fees/Service Charges	1,248	4,898	5,000	(102)	98%
414 · POST Reimbursement	105	6,593	10,000	(3,407)	66%
415 · COPS/Other PD Grants	93,290	247,528	195,000	52,528	127%
418 · Reimbursements/Refunds	275	7,948	-	7,948	100%
Total 400 · Property Tax Revenue	94,919	1,631,783	1,555,000	76,783	105%
431 · Unrealized Gains/Loss	-	9,950	-	9,950	100%
Total Income	94,919	1,641,733	1,555,000	86,733	106%
Gross Profit	94,919	1,641,733	1,555,000	86,733	106%
Expense					
500 · Police Salary and Benefit Exp					
502 · Salary - Officers					
503.1 · Holiday Pay	2,483	24,098	50,100	(26,002)	48%
503.2 · Incentive Pay- Education	694	6,409	4,100	2,309	156%
503.3 · Incentive Pay- POST Certificate	2,175	25,633	34,600	(8,967)	74%
502 · Salary - Officers - Other	64,506	625,477	1,141,400	(515,923)	55%
Total 502 · Salary - Officers	69,858	681,616	1,230,200	(548,584)	55%
506 · Overtime	17,199	103,544	120,000	(16,456)	86%
508 · Salary - Non-Sworn	6,192	42,252	53,900	(11,648)	78%
509 · Hiring Bonus	4,000	19,000	20,000	(1,000)	95%
510 · Vacation Cash Out	-	-	20,600	(20,600)	0%
516 · Uniform Allowance	600	5,700	10,800	(5,100)	53%
521-A · Medical/Vision/Dental-Active	11,839	119,323	183,700	(64,377)	65%
521-R · Medical/Vision/Dental-Retired	10,413	104,940	145,400	(40,460)	72%
522 · Officer Life Insurance	192	3,237	8,500	(5,263)	38%
523 · SocialSecurity/Medicare-Police	1,373	12,042	20,300	(8,258)	59%
524 · Social Security - District	384	2,620	4,100	(1,480)	64%
527 · PERS - District Portion	13,473	128,828	269,700	(140,872)	48%
529 · Pension Obln Bond Payment	-	330,926	330,900	26	100%
530 · Workers Comp	-	38,000	38,000	-	100%
531 · Unemployment	-	6,750	52,000	(45,250)	13%
Total 500 · Police Salary and Benefit Exp	135,524	1,598,778	2,508,100	(909,322)	64%
520 · In Lieu Health Expense	-	500	500	-	100%
550 · Police Operating Expenses					
552 · Office Supplies and Expenses	534	5,400	21,400	(16,000)	25%
553 · Police Equipment and Supplies	11,953	29,679	30,000	(321)	99%
554 · Traffic Safety	-	54,984	25,000	29,984	220%
561 · Fleet Expense	3,136	24,770	17,000	7,770	146%
562 · Vehicle Operation	3,730	31,282	30,000	1,282	104%
563 · Vehicle Lease	4,610	44,775	86,500	(41,725)	52%
564 · Annual Law Encfmt. Tec/Dispatch	-	143,248	160,000	(16,752)	90%
566 · Radio Maintenance	900	17,546	37,800	(20,254)	46%
567 · Alarm	1,087	3,998	4,000	(2)	100%
568 · Evidence	1,366	7,530	7,500	30	100%
569 · Emergency Preparedness	-	-	3,000	(3,000)	0%
570 · Training and Travel Exp	2,833	21,357	30,000	(8,643)	71%
571 · Records	75	9,295	38,800	(29,505)	24%
572 · Hiring	2,266	11,382	25,000	(13,618)	46%
574 · Reserve Officers	500	430	-	430	100%
576 · Dues and Subscriptions	-	1,670	7,000	(5,330)	24%
580 · Utilities - Police	2,876	25,657	27,000	(1,343)	95%
581 · Bldg Repairs/Maint.	1,906	8,513	10,000	(1,487)	85%
587 · IT Contract	4,482	41,061	43,300	(2,239)	95%
588 · Telephone	-	14,906	10,000	4,906	149%
591 · General Liability Insurance	-	55,288	55,000	288	101%
592 · Online Services/Business Accts	-	20	5,000	(4,980)	0%
593 · Volunteer Programs	1,191	1,454	7,500	(6,046)	19%
594 · Community Events	-	3,781	7,500	(3,719)	50%

Kensington Police Protection & Community Services District
Police Profit & Loss Budget vs. Actual
February 29, 2024 (Unaudited)

	Police Fund				
	Feb 24	Jul '23 - Feb 24	YTD Budget	\$ Over Budget	% of Budget
595 · Legal/Consulting - Police	2,880	8,935	9,000	(65)	99%
597 · Police Bldg. Lease	11,201	64,385	66,000	(1,615)	98%
597.1 · Bldg Maintenance/Repair	24	24	10,000	(9,976)	0%
597.3 · Janitorial - Police Building	1,150	7,053	14,000	(6,947)	50%
599 · Police Taxes Administration	-	-	5,000	(5,000)	0%
Total 550 · Police Operating Expenses	58,699	638,421	792,300	(153,879)	81%
950 · Capital Outlay					
963 · Patrol Car Accessories	-	68,922	10,000	58,922	689%
967 · Station Equipment	-	(136)	14,000	(14,136)	-1%
968 · Office Furn/Eq	-	(690)	5,000	(5,690)	-14%
Total 950 · Capital Outlay	-	68,095	29,000	39,095	235%
Total Expense	194,223	2,305,794	3,329,900	(1,024,106)	69%
Net Ordinary Income	(99,304)	(664,061)	(1,774,900)	1,110,839	37%
Net Income	\$ (99,304)	\$ (664,061)	\$ (1,774,900)	\$ 1,110,839	37%

Kensington Police Protection & Community Services District
Profit & Loss Budget vs. Actual
February 29, 2024 (Unaudited)

	Parks Fund				
	Feb 24	Jul '23 - Feb 24	YTD Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
420 · Park/Rec Activities Revenue					
406 · Per Capita Park Grant	\$ -	\$ -	\$ 180,000	\$ (180,000)	0%
424 · Special Tax-L&L Parks	-	46,719	46,000	719	102%
427 · Community Center Revenue	3,518	43,479	50,000	(6,521)	87%
438 · Tennis Court Revenue	74	1,357	1,000	357	136%
439 · Other Community Center Revenue	-	31,321	-	31,321	100%
Total 420 · Park/Rec Activities Revenue	3,592	122,876	277,000	(154,124)	44%
Total Income	3,592	122,876	277,000	(154,124)	44%
Gross Profit	3,592	122,876	277,000	(154,124)	44%
Expense					
600 · Park/Rec Sal & Ben					
601 · Park & Rec Administrator	3,639	17,522	86,000	(68,478)	20%
602 · Custodial/Cleaning Services	-	(20)	12,000	(12,020)	-0%
623 · Social Security/Medicare - Dist	-	-	6,600	(6,600)	0%
600 · Park/Rec Sal & Ben - Other	-	625	-	625	100%
Total 600 · Park/Rec Sal & Ben	3,639	18,127	104,600	(86,473)	17%
635 · Park/Recreation Expenses					
640 · Community Center Expenses					
641 · General Maintenance	-	1,515	2,500	(985)	61%
642 · Utilities-Community Center	279	8,053	13,000	(4,947)	62%
643 · Janitorial Supplies	-	1,815	1,500	315	121%
644 · Landscaping	-	21,700	30,000	(8,300)	72%
645 · General Liab./Workers Comp	-	1,362	1,400	(38)	97%
646 · Community Center Repairs	-	463	10,000	(9,537)	5%
647 · Legal/Consulting	145	1,162	-	1,162	100%
640 · Community Center Expenses - Other	30	4,088	-	4,088	100%
Total 640 · Community Center Expenses	454	40,157	58,400	(18,243)	69%
650 · Park					
651 · General Maintenance	685	5,516	30,000	(24,484)	18%
652 · Repairs	1,167	2,082	-	2,082	100%
653 · Landscaping	-	360	-	360	100%
656 · Utilities	323	12,573	-	12,573	100%
657 · General Liab/Workers Comp	-	12,000	12,000	-	100%
658 · Levy Administration	-	6,200	10,000	(3,800)	62%
674 · Tennis Court Maint/Repair	-	351	-	351	100%
Total 650 · Park	2,176	39,082	52,000	(12,918)	75%
Total 635 · Park/Recreation Expenses	2,630	79,239	110,400	(31,161)	72%
800 · District Expenses					
898 · Other Expenses	-	1	-	1	100%
Total 800 · District Expenses	-	1	-	1	100%
950 · Capital Outlay					
974 · Other Park Improvements	-	46,009	80,000	(33,991)	58%
978 · Pk/Rec Furn/Eq	-	1,323	-	1,323	100%
Total 950 · Capital Outlay	-	47,332	80,000	(32,668)	59%
Total Expense	6,268	144,698	295,000	(150,302)	49%
Net Ordinary Income	(2,676)	(21,822)	(18,000)	(3,822)	121%
Other Income/Expense					
Other Expense					
700 · Bond Expense					
975 · Community Center Loan Repayment	-	-	30,500	(30,500)	0%
Total 700 · Bond Expense	-	-	30,500	(30,500)	0%
Total Other Expense	-	-	30,500	(30,500)	0%
Net Other Income	-	-	(30,500)	30,500	0%
Net Income	\$ (2,676)	\$ (21,822)	\$ (48,500)	\$ 26,678	45%

Kensington Police Protection & Community Services District
Waste Management Profit & Loss Budget vs. Actual
February 29, 2024 (Unaudited)

	Waste Management Fund				
	Feb 24	Jul '23 - Feb 24	YTD Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
440 · District Activities Revenue					
448a · Franchise Fees Gross	\$ -	\$ -	\$ 120,000	\$ (120,000)	0%
456 · Interest-District	-	2,517	-	2,517	100%
Total 440 · District Activities Revenue	-	2,517	120,000	(117,483)	2%
460 · Waste Removal Revenue					
461 · Waste Removal Franchise Fee	33,425	77,560	-	77,560	100%
Total 460 · Waste Removal Revenue	33,425	77,560	-	77,560	100%
Total Income	33,425	80,078	120,000	(39,922)	67%
Gross Profit	33,425	80,078	120,000	(39,922)	67%
Expense					
750 · Waste Management Expenses					
751 · Waste Removal Franchise Fee Exp	11,614	33,240	51,400	(18,160)	65%
752 · Waste Management Program Admin	-	-	68,490	(68,490)	0%
753 · Other Waste Management Exp	-	8,627	3,040	5,587	284%
Total 750 · Waste Management Expenses	11,614	41,868	122,930	(81,062)	34%
800 · District Expenses					
870 · County Expenditures	-	10	-	10	100%
Total 800 · District Expenses	-	10	-	10	100%
Total Expense	11,614	41,878	122,930	(81,052)	34%
Net Ordinary Income	21,810	38,200	(2,930)	41,130	-1,304%
Net Income	\$ 21,810	\$ 38,200	\$ (2,930)	\$ 41,130	-1,304%

Kensington Police Protection & Community Services District
Balance Sheet
As of January 31, 2024 (Unaudited)

	Jan 31, 24
ASSETS	
Current Assets	
Checking/Savings	
100 · Petty Cash	\$ 100
101 · Five Star Checking	67,364
102 · Five Star Payroll	(0)
103 · Five Star Saving	923,784
104 · CLASS - KCC Capital	30,185
105 · CLASS - KPPCSD	1,509,270
110 · CCC Cash Accts	(100,313)
117b · Admin - Cash	39,296
130 · County Bond Accts	84,128
139 · LAIF-District	66,953
Total Checking/Savings	2,620,767
Accounts Receivable	1,826,042
Other Current Assets	0
Total Current Assets	4,446,808
Fixed Assets	5,422,843
Other Assets	
190 · Deferred Outflows - OPEB	694,408
191 · Deferred Outflows - Pension	3,157,152
199 · Suspense	(844)
Total Other Assets	3,850,716
TOTAL ASSETS	13,720,367
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	351,616
Credit Cards	11,129
Other Current Liabilities	31,627
Total Current Liabilities	394,372
Long Term Liabilities	
240 · 2020 Pension Obligation Bond	4,076,000
265 · Compensated Absence/Vac Buyback	91,962
290 · Community Center Loan	161,019
293 · Vehicle Capital Lease	157,456
295 · Net OPEB Liability	(138,185)
296 · Net Pension Liability	738,199
297 · Deferred Inflows - OPEB	340,223
298 · Deferred Inflows - Pension	1,861,343
Total Long Term Liabilities	7,288,017
Total Liabilities	7,682,389
Equity	6,037,978
TOTAL LIABILITIES & EQUITY	\$ 13,720,367

Kensington Police Protection & Community Services District
Profit & Loss Budget vs. Actual
January 31, 2024 (Unaudited)

	All Funds				
	Jan 24	Jul '23 - Jan 24	YTD Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
400 · Property Tax Revenue					
401 · Levy Tax Police- Co. Prop. 1%	\$ -	\$ 2,433,755	\$ 2,400,000	\$ 33,755	101%
402 · Special Tax-Police	-	685,470	685,000	470	100%
404 · Measure G Supplemental Tax PD	-	679,346	660,000	19,346	103%
410 · Police Fees/Service Charges	810	3,649	5,000	(1,351)	73%
414 · POST Reimbursement	-	6,488	10,000	(3,512)	65%
415 · COPS/Other PD Grants	15,049	154,237	195,000	(40,763)	79%
418 · Reimbursements/Refunds	586	8,260	-	8,260	100%
Total 400 · Property Tax Revenue	16,446	3,971,205	3,955,000	16,205	100%
420 · Park/Rec Activities Revenue					
406 · Per Capita Park Grant	-	-	180,000	(180,000)	0%
424 · Special Tax-L&L Parks	-	46,719	46,000	719	102%
427 · Community Center Revenue	2,188	39,961	50,000	(10,039)	80%
438 · Tennis Court Revenue	10	1,283	1,000	283	128%
439 · Other Community Center Revenue	-	31,321	-	31,321	100%
Total 420 · Park/Rec Activities Revenue	2,198	119,284	277,000	(157,716)	43%
431 · Unrealized Gains/Loss	-	9,950			
440 · District Activities Revenue					
448a · Franchise Fees Gross	-	-	120,000	(120,000)	0%
448b · less Franchise Fees Paid Out	-	-	-	-	0%
456 · Interest-District	9,997	20,127	10,000	10,127	201%
458 · Other District Revenue	-	24,341	68,500	(44,159)	36%
Total 440 · District Activities Revenue	9,997	44,468	198,500	(154,032)	22%
460 · Waste Removal Revenue					
461 · Waste Removal Franchise Fee	-	44,136	68,500	(24,364)	64%
Total 460 · Waste Removal Revenue	-	44,136	68,500	(24,364)	64%
480 · Rental Revenue - KPFD	4,877	9,754	29,300	(19,546)	33%
Total Income	33,518	4,198,797	4,528,300	(329,503)	93%
Gross Profit	33,518	4,198,797	4,528,300	(329,503)	93%
Expense					
500 · Police Salary and Benefit Exp					
502 · Salary - Officers					
503.1 · Holiday Pay	2,813	21,615	50,100	(28,485)	43%
503.2 · Incentive Pay- Education	687	5,715	4,100	1,615	139%
503.3 · Incentive Pay- POST Certificate	2,789	23,458	34,600	(11,142)	68%
502 · Salary - Officers - Other	77,842	560,970	1,141,400	(580,430)	49%
Total 502 · Salary - Officers	84,131	611,758	1,230,200	(618,442)	50%
506 · Overtime	11,181	86,345	120,000	(33,655)	72%
508 · Salary - Non-Sworn	4,701	36,061	53,900	(17,839)	67%
509 · Hiring Bonus	-	15,000	20,000	(5,000)	75%
510 · Vacation Cash Out	-	-	20,600	(20,600)	0%
516 · Uniform Allowance	700	5,100	10,800	(5,700)	47%
521-A · Medical/Vision/Dental-Active	14,670	107,483	183,700	(76,217)	59%
521-R · Medical/Vision/Dental-Retired	10,468	94,527	145,400	(50,873)	65%
522 · Officer Life Insurance	574	3,045	8,500	(5,455)	36%
523 · SocialSecurity/Medicare-Police	1,413	10,669	20,300	(9,631)	53%
524 · Social Security - District	291	2,236	4,100	(1,864)	55%
527 · PERS - District Portion	15,473	115,354	269,700	(154,346)	43%
529 · Pension Obln Bond Payment	252,463	330,926	330,900	26	100%
530 · Workers Comp	-	38,000	38,000	-	100%
531 · Unemployment	-	6,750	52,000	(45,250)	13%
Total 500 · Police Salary and Benefit Exp	396,065	1,463,254	2,508,100	(1,044,846)	58%
520 · In Lieu Health Expense	-	500	500	-	100%
550 · Police Operating Expenses					
552 · Office Supplies and Expenses	(83)	4,894	21,400	(16,506)	23%
553 · Police Equipment and Supplies	-	17,726	30,000	(12,274)	59%
554 · Traffic Safety	40,970	54,984	25,000	29,984	220%
560 · Crossing Guard	-	-	-	-	0%
561 · Fleet Expense	3,287	21,634	17,000	4,634	127%
562 · Vehicle Operation	3,003	27,552	30,000	(2,448)	92%
563 · Vehicle Lease	7,324	40,166	86,500	(46,334)	46%

Kensington Police Protection & Community Services District
Profit & Loss Budget vs. Actual
January 31, 2024 (Unaudited)

	All Funds				
	Jan 24	Jul '23 - Jan 24	YTD Budget	\$ Over Budget	% of Budget
564 · Annual Law Encfcm. Tec/Dispatch	-	143,248	160,000	(16,752)	90%
566 · Radio Maintenance	5,286	16,646	37,800	(21,154)	44%
567 · Alarm	-	2,911	4,000	(1,089)	73%
568 · Evidence	1,200	6,165	7,500	(1,335)	82%
569 · Emergency Preparedness	-	-	3,000	(3,000)	0%
570 · Training and Travel Exp	3,109	18,524	30,000	(11,476)	62%
571 · Records	75	9,220	38,800	(29,580)	24%
572 · Hiring	1,734	9,115	25,000	(15,885)	36%
574 · Reserve Officers	-	(70)	-	(70)	100%
576 · Dues and Subscriptions	155	1,670	7,000	(5,330)	24%
580 · Utilities - Police	2,713	22,781	27,000	(4,220)	84%
581 · Bldg Repairs/Maint.	-	6,607	10,000	(3,393)	66%
587 · IT Contract	4,482	36,579	43,300	(6,721)	84%
588 · Telephone	1,444	14,906	10,000	4,906	149%
591 · General Liability Insurance	2,345	55,288	55,000	288	101%
592 · Online Services/Business Accts	-	20	5,000	(4,980)	0%
593 · Volunteer Programs	15	263	7,500	(7,237)	4%
594 · Community Events	-	3,781	7,500	(3,719)	50%
595 · Legal/Consulting - Police	-	6,055	9,000	(2,945)	67%
597 · Police Bldg. Lease	5,630	53,184	66,000	(12,816)	81%
597.1 · Bldg Maintenance/Repair	-	-	10,000	(10,000)	0%
597.2 · Utilities	-	-	-	-	0%
597.3 · Janitorial - Police Building	1,647	5,903	14,000	(8,097)	42%
599 · Police Taxes Administration	-	-	5,000	(5,000)	0%
Total 550 · Police Operating Expenses	84,334	579,749	792,300	(212,551)	73%
600 · Park/Rec Sal & Ben					
601 · Park & Rec Administrator	2,603	13,884	86,000	(72,116)	16%
602 · Custodial/Cleaning Services	-	(20)	12,000	(12,020)	-0%
623 · Social Security/Medicare - Dist	-	-	6,600	(6,600)	0%
600 · Park/Rec Sal & Ben - Other	-	625	-	625	100%
Total 600 · Park/Rec Sal & Ben	2,603	14,489	104,600	(90,111)	14%
635 · Park/Recreation Expenses					
640 · Community Center Expenses					
641 · General Maintenance	200	1,515	2,500	(985)	61%
642 · Utilities-Community Center	1,829	7,774	13,000	(5,226)	60%
643 · Janitorial Supplies	702	1,815	1,500	315	121%
644 · Landscaping	8,325	21,700	30,000	(8,300)	72%
645 · General Liab./Workers Comp	-	1,362	1,400	(38)	97%
646 · Community Center Repairs	-	463	10,000	(9,537)	5%
647 · Legal/Consulting	435	1,017	-	1,017	100%
640 · Community Center Expenses - Other	100	4,058	-	4,058	100%
Total 640 · Community Center Expenses	11,590	39,703	58,400	(18,697)	68%
650 · Park					
651 · General Maintenance	2,100	4,830	30,000	(25,170)	16%
652 · Repairs	-	915	-	915	100%
653 · Landscaping	-	360	-	360	100%
656 · Utilities	508	12,250	-	12,250	100%
657 · General Liab/Workers Comp	-	12,000	12,000	-	100%
658 · Levy Administration	-	6,200	10,000	(3,800)	62%
674 · Tennis Court Maint/Repair	-	351	-	351	100%
Total 650 · Park	2,608	36,906	52,000	(15,094)	71%
Total 635 · Park/Recreation Expenses	14,199	76,609	110,400	(33,791)	69%
750 · Waste Managment Expenses					
751 · Waste Removal Franchise Fee Exp	2,710	21,626	51,400	(29,774)	42%
752 · Waste Management Program Admin	-	-	68,490	(68,490)	0%
753 · Other Waste Management Exp	580	8,627	3,040	5,587	284%
Total 750 · Waste Managment Expenses	3,290	30,253	122,930	(92,677)	25%
800 · District Expenses					
807 · Salaries	32,864	150,555	259,400	(108,845)	58%
808 · Payroll Taxes	2,708	12,551	19,800	(7,249)	63%
809 · Benefits	-	-	50,000	(50,000)	0%
815 · Admin Communications	249	4,271	7,500	(3,229)	57%
816 · Office Supplies	285	1,690	2,000	(310)	85%

Kensington Police Protection & Community Services District
Profit & Loss Budget vs. Actual
January 31, 2024 (Unaudited)

	All Funds				
	Jan 24	Jul '23 - Jan 24	YTD Budget	\$ Over Budget	% of Budget
817 · Postage	260	1,222	-	1,222	100%
818 · Mileage Reimbursement	271	689	-	689	100%
819 · Dues/Subscriptions	161	15,082	11,000	4,082	137%
820 · Copier Contract	382	2,634	-	2,634	100%
825 · Board Continuing Ed/Conferences	-	5,065	8,000	(2,935)	63%
830 · Legal (District/Personnel)	11,815	52,177	25,000	27,177	209%
831 · Training and Travel Admin	1,718	11,954	18,700	(6,746)	64%
835 · Consulting	7,925	9,950	50,000	(40,050)	20%
840 · Accounting/Audit	1,208	42,695	95,000	(52,305)	45%
850 · Insurance	-	45,000	45,000	-	100%
851 · Workers Comp	-	1,569	1,500	69	105%
861 · LAFCO	-	1,455	2,000	(545)	73%
870 · County Expenditures	4	6,471	25,000	(18,529)	26%
891 · COVID	-	-	-	-	0%
898 · Other Expenses	88	8,811	5,000	3,811	176%
Total 800 · District Expenses	59,935	373,842	624,900	(251,058)	60%
950 · Capital Outlay					
963 · Patrol Car Accessories	6,307	68,922	-	68,922	100%
967 · Station Equipment	-	(136)	-	(136)	100%
968 · Office Furn/Eq	-	(690)	-	(690)	100%
974 · Other Park Improvements	8,670	46,009	80,000	(33,991)	58%
978 · Pk/Rec Furn/Eq	-	1,323	-	1,323	100%
Total 950 · Capital Outlay	14,977	115,427	80,000	35,427	144%
997 · Payroll Expenses	279	2,265	-	2,265	100%
Total Expense	575,683	2,656,388	4,343,730	(1,687,342)	61%
Net Ordinary Income	(542,165)	1,542,409	184,570	1,357,839	836%
Other Income/Expense					
Other Expense					
700 · Bond Expense					
975 · Community Center Loan Repayment	-	-	30,500	(30,500)	0%
Total 700 · Bond Expense	-	-	30,500	(30,500)	0%
Total Other Expense	-	-	30,500	(30,500)	0%
Net Other Income	-	-	(30,500)	30,500	0%
Net Income	\$ (542,165)	\$ 1,542,409	\$ 154,070	\$ 1,388,339	1,001%

Kensington Police Protection & Community Services District
General Fund Profit & Loss Budget vs. Actual
January 31, 2024 (Unaudited)

	General Fund				
	Jan 24	Jul '23 - Jan 24	YTD Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
400 · Property Tax Revenue					
401 · Levy Tax Police- Co. Prop. 1%	\$ -	\$ 2,433,755	\$ 2,400,000	\$ 33,755	101%
402 · Special Tax-Police	-	685,470	685,000	470	100%
404 · Measure G Supplemental Tax PD	-	679,346	660,000	19,346	103%
418 · Reimbursements/Refunds	586	586	-	586	100%
Total 400 · Property Tax Revenue	586	3,799,157	3,745,000	54,157	101%
440 · District Activities Revenue					
456 · Interest-District	9,057	17,610	10,000	7,610	176%
458 · Other District Revenue	-	24,341	68,500	(44,159)	36%
Total 440 · District Activities Revenue	9,057	41,950	78,500	(36,550)	53%
480 · Rental Revenue - KPFD	4,877	9,754	29,300	(19,546)	33%
Total Income	14,520	3,850,861	3,852,800	(1,939)	100%
Gross Profit	14,520	3,850,861	3,852,800	(1,939)	100%
Expense					
800 · District Expenses					
807 · Salaries	32,864	150,555	259,400	(108,845)	58%
808 · Payroll Taxes	2,708	12,551	19,800	(7,249)	63%
809 · Benefits	-	-	50,000	(50,000)	0%
815 · Admin Communications	249	4,271	7,500	(3,229)	57%
816 · Office Supplies	285	1,690	2,000	(310)	85%
817 · Postage	260	1,222	-	1,222	100%
818 · Mileage Reimbursement	271	689	-	689	100%
819 · Dues/Subscriptions	161	15,082	11,000	4,082	137%
820 · Copier Contract	382	2,634	-	2,634	100%
825 · Board Continuing Ed/Conferences	-	5,065	8,000	(2,935)	63%
830 · Legal (District/Personnel)	11,815	52,177	25,000	27,177	209%
831 · Training and Travel Admin	1,718	11,954	18,700	(6,746)	64%
835 · Consulting	7,925	9,950	50,000	(40,050)	20%
840 · Accounting/Audit	1,208	42,695	95,000	(52,305)	45%
850 · Insurance	-	45,000	45,000	-	100%
851 · Workers Comp	-	1,569	1,500	69	105%
861 · LAFCO	-	1,455	2,000	(545)	73%
870 · County Expenditures	-	6,461	25,000	(18,539)	26%
898 · Other Expenses	88	8,810	5,000	3,810	176%
Total 800 · District Expenses	59,931	373,831	624,900	(251,069)	60%
997 · Payroll Expenses	279	2,265	-	2,265	100%
Total Expense	60,211	376,096	624,900	(248,804)	60%
Net Ordinary Income	(45,690)	3,474,765	3,227,900	246,865	108%
Net Income	\$ (45,690)	\$ 3,474,765	\$ 3,227,900	\$ 246,865	108%

Kensington Police Protection & Community Services District
Police Profit & Loss Budget vs. Actual
January 31, 2024 (Unaudited)

	Police Fund				
	Jan 24	Jul '23 - Jan 24	YTD Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
400 · Property Tax Revenue					
410 · Police Fees/Service Charges	\$ 810	\$ 3,649	\$ 5,000	\$ (1,351)	73%
414 · POST Reimbursement	-	6,488	10,000	(3,512)	65%
415 · COPS/Other PD Grants	15,049	154,237	195,000	(40,763)	79%
418 · Reimbursements/Refunds	-	7,673	-	7,673	100%
Total 400 · Property Tax Revenue	15,860	172,048	210,000	(37,952)	82%
431 · Unrealized Gains/Loss	-	9,950	-	9,950	100%
Total Income	15,860	181,998	210,000	(28,002)	87%
Gross Profit	15,860	181,998	210,000	(28,002)	87%
Expense					
500 · Police Salary and Benefit Exp					
502 · Salary - Officers					
503.1 · Holiday Pay	2,813	21,615	50,100	(28,485)	43%
503.2 · Incentive Pay- Education	687	5,715	4,100	1,615	139%
503.3 · Incentive Pay- POST Certificate	2,789	23,458	34,600	(11,142)	68%
502 · Salary - Officers - Other	77,842	560,970	1,141,400	(580,430)	49%
Total 502 · Salary - Officers	84,131	611,758	1,230,200	(618,442)	50%
506 · Overtime	11,181	86,345	120,000	(33,655)	72%
508 · Salary - Non-Sworn	4,701	36,061	53,900	(17,839)	67%
509 · Hiring Bonus	-	15,000	20,000	(5,000)	75%
510 · Vacation Cash Out	-	-	20,600	(20,600)	0%
516 · Uniform Allowance	700	5,100	10,800	(5,700)	47%
521-A · Medical/Vision/Dental-Active	14,670	107,483	183,700	(76,217)	59%
521-R · Medical/Vision/Dental-Retired	10,468	94,527	145,400	(50,873)	65%
522 · Officer Life Insurance	574	3,045	8,500	(5,455)	36%
523 · SocialSecurity/Medicare-Police	1,413	10,669	20,300	(9,631)	53%
524 · Social Security - District	291	2,236	4,100	(1,864)	55%
527 · PERS - District Portion	15,473	115,354	269,700	(154,346)	43%
529 · Pension Obln Bond Payment	252,463	330,926	330,900	26	100%
530 · Workers Comp	-	38,000	38,000	-	100%
531 · Unemployment	-	6,750	52,000	(45,250)	13%
Total 500 · Police Salary and Benefit Exp	396,065	1,463,254	2,508,100	(1,044,846)	58%
520 · In Lieu Health Expense	-	500	500	-	100%
550 · Police Operating Expenses					
552 · Office Supplies and Expenses	(83)	4,894	21,400	(16,506)	23%
553 · Police Equipment and Supplies	-	17,726	30,000	(12,274)	59%
554 · Traffic Safety	40,970	54,984	25,000	29,984	220%
561 · Fleet Expense	3,287	21,634	17,000	4,634	127%
562 · Vehicle Operation	3,003	27,552	30,000	(2,448)	92%
563 · Vehicle Lease	7,324	40,166	86,500	(46,334)	46%
564 · Annual Law Enfcmnt. Tec/Dispatch	-	143,248	160,000	(16,752)	90%
566 · Radio Maintenance	5,286	16,646	37,800	(21,154)	44%
567 · Alarm	-	2,911	4,000	(1,089)	73%
568 · Evidence	1,200	6,165	7,500	(1,335)	82%
569 · Emergency Preparedness	-	-	3,000	(3,000)	0%
570 · Training and Travel Exp	3,109	18,524	30,000	(11,476)	62%
571 · Records	75	9,220	38,800	(29,580)	24%
572 · Hiring	1,734	9,115	25,000	(15,885)	36%
574 · Reserve Officers	-	(70)	-	(70)	100%
576 · Dues and Subscriptions	155	1,670	7,000	(5,330)	24%
580 · Utilities - Police	2,713	22,781	27,000	(4,220)	84%
581 · Bldg Repairs/Maint.	-	6,607	10,000	(3,393)	66%
587 · IT Contract	4,482	36,579	43,300	(6,721)	84%
588 · Telephone	1,444	14,906	10,000	4,906	149%
591 · General Liability Insurance	2,345	55,288	55,000	288	101%
592 · Online Services/Business Accts	-	20	5,000	(4,980)	0%
593 · Volunteer Programs	15	263	7,500	(7,237)	4%
594 · Community Events	-	3,781	7,500	(3,719)	50%
595 · Legal/Consulting - Police	-	6,055	9,000	(2,945)	67%
597 · Police Bldg. Lease	5,630	53,184	66,000	(12,816)	81%

Kensington Police Protection & Community Services District
Police Profit & Loss Budget vs. Actual
January 31, 2024 (Unaudited)

	Police Fund				
	Jan 24	Jul '23 - Jan 24	YTD Budget	\$ Over Budget	% of Budget
597.1 · Bldg Maintenance/Repair	-	-	10,000	(10,000)	0%
597.3 · Janitorial - Police Building	1,647	5,903	14,000	(8,097)	42%
599 · Police Taxes Administration	-	-	5,000	(5,000)	0%
Total 550 · Police Operating Expenses	84,334	579,749	792,300	(212,551)	73%
950 · Capital Outlay					
963 · Patrol Car Accessories	6,307	68,922	10,000	58,922	689%
967 · Station Equipment	-	(136)	14,000	(14,136)	-1%
968 · Office Furn/Eq	-	(690)	5,000	(5,690)	-14%
Total 950 · Capital Outlay	6,307	68,095	29,000	39,095	235%
Total Expense	486,706	2,111,598	3,329,900	(1,218,302)	63%
Net Ordinary Income	(470,846)	(1,929,600)	(3,119,900)	1,190,300	62%
Net Income	\$ (470,846)	\$ (1,929,600)	\$ (3,119,900)	\$ 1,190,300	62%

Kensington Police Protection & Community Services District
Profit & Loss Budget vs. Actual
January 31, 2024 (Unaudited)

	Parks Fund				
	Jan 24	Jul '23 - Jan 24	YTD Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
420 · Park/Rec Activities Revenue					
406 · Per Capita Park Grant	-	-	180,000	(180,000)	0%
424 · Special Tax-L&L Parks	-	46,719	46,000	719	102%
427 · Community Center Revenue	2,188	39,961	50,000	(10,039)	80%
438 · Tennis Court Revenue	10	1,283	1,000	283	128%
439 · Other Community Center Revenue	-	31,321	-	31,321	100%
Total 420 · Park/Rec Activities Revenue	2,198	119,284	277,000	(157,716)	43%
Total Income	2,198	119,284	277,000	(157,716)	43%
Gross Profit	2,198	119,284	277,000	(157,716)	43%
Expense					
600 · Park/Rec Sal & Ben					
601 · Park & Rec Administrator	2,603	13,884	86,000	(72,116)	16%
602 · Custodial/Cleaning Services	-	(20)	12,000	(12,020)	-0%
623 · Social Security/Medicare - Dist	-	-	6,600	(6,600)	0%
600 · Park/Rec Sal & Ben - Other	-	625	-	625	100%
Total 600 · Park/Rec Sal & Ben	2,603	14,489	104,600	(90,111)	14%
635 · Park/Recreation Expenses					
640 · Community Center Expenses					
641 · General Maintenance	200	1,515	2,500	(985)	61%
642 · Utilities-Community Center	1,829	7,774	13,000	(5,226)	60%
643 · Janitorial Supplies	702	1,815	1,500	315	121%
644 · Landscaping	8,325	21,700	30,000	(8,300)	72%
645 · General Liab./Workers Comp	-	1,362	1,400	(38)	97%
646 · Community Center Repairs	-	463	10,000	(9,537)	5%
647 · Legal/Consulting	435	1,017	-	1,017	100%
640 · Community Center Expenses - Other	100	4,058	-	4,058	100%
Total 640 · Community Center Expenses	11,590	39,703	58,400	(18,697)	68%
650 · Park					
651 · General Maintenance	2,100	4,830	30,000	(25,170)	16%
652 · Repairs	-	915	-	915	100%
653 · Landscaping	-	360	-	360	100%
656 · Utilities	508	12,250	-	12,250	100%
657 · General Liab/Workers Comp	-	12,000	12,000	-	100%
658 · Levy Administration	-	6,200	10,000	(3,800)	62%
674 · Tennis Court Maint/Repair	-	351	-	351	100%
Total 650 · Park	2,608	36,906	52,000	(15,094)	71%
Total 635 · Park/Recreation Expenses	14,199	76,609	110,400	(33,791)	69%
800 · District Expenses					
898 · Other Expenses	-	1	-	1	100%
Total 800 · District Expenses	-	1	-	1	100%
950 · Capital Outlay					
974 · Other Park Improvements	8,670	46,009	80,000	(33,991)	58%
978 · Pk/Rec Furn/Eq	-	1,323	-	1,323	100%
Total 950 · Capital Outlay	8,670	47,332	80,000	(32,668)	59%
Total Expense	25,472	138,430	295,000	(156,570)	47%
Net Ordinary Income	(23,274)	(19,146)	(18,000)	(1,146)	106%
Other Income/Expense					
Other Expense					
700 · Bond Expense					
975 · Community Center Loan Repayment	-	-	30,500	(30,500)	0%
Total 700 · Bond Expense	-	-	30,500	(30,500)	0%
Total Other Expense	-	-	30,500	(30,500)	0%
Net Other Income	-	-	(30,500)	30,500	0%
Net Income	(23,274)	(19,146)	(48,500)	29,354	39%

Kensington Police Protection & Community Services District
Waste Management Profit & Loss Budget vs. Actual
January 31, 2024 (Unaudited)

	Waste Management Fund				
	Jan 24	Jul '23 - Jan 24	YTD Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
440 · District Activities Revenue					
448a · Franchise Fees Gross	\$ -	\$ -	\$ 120,000	\$ (120,000)	0%
456 · Interest-District	940	2,517	-	2,517	100%
Total 440 · District Activities Revenue	940	2,517	120,000	(117,483)	2%
460 · Waste Removal Revenue					
461 · Waste Removal Franchise Fee	-	44,136	-	44,136	100%
Total 460 · Waste Removal Revenue	-	44,136	-	44,136	100%
Total Income	940	46,653	120,000	(73,347)	39%
Gross Profit	940	46,653	120,000	(73,347)	39%
Expense					
750 · Waste Managment Expenses					
751 · Waste Removal Franchise Fee Exp	2,710	21,626	51,400	(29,774)	42%
752 · Waste Management Program Admin	-	-	68,490	(68,490)	0%
753 · Other Waste Management Exp	580	8,549	3,040	5,509	281%
Total 750 · Waste Managment Expenses	3,290	30,174	122,930	(92,756)	25%
800 · District Expenses					
870 · County Expenditures	4	10	-	10	100%
Total 800 · District Expenses	4	10	-	10	100%
Total Expense	3,294	30,184	122,930	(92,746)	25%
Net Ordinary Income	(2,355)	16,469	(2,930)	19,399	-562%
Net Income	\$ (2,355)	\$ 16,469	\$ (2,930)	\$ 19,399	-562%

Kensington Police Protection & Community Services District
Transaction List by Date
February 21, 2024

Type	Date	Num	Adj	Name	Memo	Account	Class	Clr	Split	Debit	Credit
Feb 21, 24											
Bill Pmt -Check	02/21/2024	30465		Advanced Systems Group LLC	C10169	101 - Five Star Checking			210 - Accounts Payable		675.00
Bill Pmt -Check	02/21/2024	30466		AFLAC	M1F02 INV# 752481 January billing f	101 - Five Star Checking			210 - Accounts Payable		625.26
Bill Pmt -Check	02/21/2024	30467		Alan Kropp & Associates	INV# 28877	101 - Five Star Checking			210 - Accounts Payable		5,900.00
Bill Pmt -Check	02/21/2024	30468		Amazon	A1297SCF5R73DC (for January 202	101 - Five Star Checking			210 - Accounts Payable		811.80
Bill Pmt -Check	02/21/2024	30469		Amit H. Nath	Meal reimbursement for CA POST S1	101 - Five Star Checking			210 - Accounts Payable		300.00
Bill Pmt -Check	02/21/2024	30470		AT&T CalNET 3	BAN 9391062077 Stmt 01/03/2024 -	101 - Five Star Checking			210 - Accounts Payable		926.12
Bill Pmt -Check	02/21/2024	30471		Axon Enterprise, Inc.	INV# INUS225777	101 - Five Star Checking			210 - Accounts Payable		9,313.42
Bill Pmt -Check	02/21/2024	30472		Barcodes LLC	Account# 602923	101 - Five Star Checking			210 - Accounts Payable		9,463.51
Bill Pmt -Check	02/21/2024	30473		Best Best & Krieger LLP	Professional services rendered throu	101 - Five Star Checking			210 - Accounts Payable		20,261.69
Bill Pmt -Check	02/21/2024	30474		Brad Harms	KPPCSD Financial Errors - BHarms f	101 - Five Star Checking			210 - Accounts Payable		5,063.17
Bill Pmt -Check	02/21/2024	30475		Break Point Investigations	Case# 2024-002	101 - Five Star Checking			210 - Accounts Payable		1,000.00
Bill Pmt -Check	02/21/2024	30476		C & J Cleaning Services	January 2024	101 - Five Star Checking			210 - Accounts Payable		1,150.00
Bill Pmt -Check	02/21/2024	30477		C. L. E. A.	February 2024 Billing	101 - Five Star Checking			210 - Accounts Payable		192.00
Bill Pmt -Check	02/21/2024	30478		Calibre Press	Invoice # 12976	101 - Five Star Checking			210 - Accounts Payable		295.00
Bill Pmt -Check	02/21/2024	30479		Capital One Public Funding	Loan# 101020267	101 - Five Star Checking			210 - Accounts Payable		252,463.00
Bill Pmt -Check	02/21/2024	30480		CC County Conservation & Developm	December 2023	101 - Five Star Checking			210 - Accounts Payable		2,710.49
Bill Pmt -Check	02/21/2024	30481		CCC - Sheriff - Forensic Services	INV# KPD-2312	101 - Five Star Checking			210 - Accounts Payable		1,000.00
Bill Pmt -Check	02/21/2024	30482		Comcast	8155 40 044 0278610	101 - Five Star Checking			210 - Accounts Payable		199.81
Bill Pmt -Check	02/21/2024	30483		Crossroads Software Inc		101 - Five Star Checking			210 - Accounts Payable		23,100.00
Bill Pmt -Check	02/21/2024	30484		Data Ticket Inc.	Invoices from November & December	101 - Five Star Checking			210 - Accounts Payable		119.96
Bill Pmt -Check	02/21/2024	30485		Delta Dental	05-0491200004	101 - Five Star Checking			210 - Accounts Payable		516.09
Bill Pmt -Check	02/21/2024	30486		Dunnigan Psychological	INV# 1470 Pre-Employment Psycholo	101 - Five Star Checking			210 - Accounts Payable		625.00
Bill Pmt -Check	02/21/2024	30487		EBMUD		101 - Five Star Checking			210 - Accounts Payable		416.65
Bill Pmt -Check	02/21/2024	30488		Eide Bailly LLP	Client # 263645	101 - Five Star Checking			210 - Accounts Payable		1,207.65
Bill Pmt -Check	02/21/2024	30489		Fernando Herrera	Services rendered in February 2024 f	101 - Five Star Checking			210 - Accounts Payable		14,780.00
Bill Pmt -Check	02/21/2024	30490		Flock Safety	INV 31416	101 - Five Star Checking			210 - Accounts Payable		17,750.00
Bill Pmt -Check	02/21/2024	30491		Ford Motor Credit Company LLC	Ford vehicle 2023	101 - Five Star Checking			210 - Accounts Payable		2,714.46
Bill Pmt -Check	02/21/2024	30492		Galls Incorporated	3524376	101 - Five Star Checking			210 - Accounts Payable		204.14
Bill Pmt -Check	02/21/2024	30493		Great America Financial Services	015-1439943-000	101 - Five Star Checking			210 - Accounts Payable		241.79
Bill Pmt -Check	02/21/2024	30494		Greg Harman	Coverage Period March 2024	101 - Five Star Checking			210 - Accounts Payable		349.40
Bill Pmt -Check	02/21/2024	30495		Kanchana Borisuthiratana	Travel reimbursement from 01/16/24	101 - Five Star Checking			210 - Accounts Payable		849.15
Bill Pmt -Check	02/21/2024	30496		Lampo Investigations - POLYGRAPH	Pre-employment Polygraph Exam	101 - Five Star Checking			210 - Accounts Payable		1,000.00
Bill Pmt -Check	02/21/2024	30497		LEHR	INV# S198689	101 - Five Star Checking			210 - Accounts Payable		2,221.69
Bill Pmt -Check	02/21/2024	30498		Lynelle Lewis	Mileage reimbursement from 12/14/2	101 - Five Star Checking			210 - Accounts Payable		205.73
Bill Pmt -Check	02/21/2024	30499		Major Alarm	150046003	101 - Five Star Checking			210 - Accounts Payable		69.00
Bill Pmt -Check	02/21/2024	30500		Mighetto Electric	INV# 4072	101 - Five Star Checking			210 - Accounts Payable		685.39
Bill Pmt -Check	02/21/2024	30501		Mobile Modular	R1031374	101 - Five Star Checking			210 - Accounts Payable		5,630.25
Bill Pmt -Check	02/21/2024	30502		Motorola Solutions, Inc.	Customer Acct# 1012641561	101 - Five Star Checking			210 - Accounts Payable		1,656.29
Bill Pmt -Check	02/21/2024	30503		Nextiva, Inc.	AC# 3994083 Contract# 2751865	101 - Five Star Checking			210 - Accounts Payable		750.35
Bill Pmt -Check	02/21/2024	30504		Nippon Life Insurance Company of A	GJ9600	101 - Five Star Checking			210 - Accounts Payable		156.00
Bill Pmt -Check	02/21/2024	30505		Olivero Plumbing Co.	INV 47143 - for work done in Novem	101 - Five Star Checking			210 - Accounts Payable		1,167.13
Bill Pmt -Check	02/21/2024	30506		PG&E		101 - Five Star Checking			210 - Accounts Payable		2,138.12
Bill Pmt -Check	02/21/2024	30507		Principal Life Insurance	1129864-10001, for February & Marc	101 - Five Star Checking			210 - Accounts Payable		225.60
Bill Pmt -Check	02/21/2024	30508		Ridgeline Municipal Strategies, LLC	Consulting services dated 01/11/202	101 - Five Star Checking			210 - Accounts Payable		1,125.00
Bill Pmt -Check	02/21/2024	30509		Ron DuPratt Ford	5 Invoices	101 - Five Star Checking			210 - Accounts Payable		911.14
Bill Pmt -Check	02/21/2024	30510		Rosa Ruiz	January 2024 reimbursement	101 - Five Star Checking			210 - Accounts Payable		23.07
Bill Pmt -Check	02/21/2024	30511		Rubiconn LLC	February 2024 Billing	101 - Five Star Checking			210 - Accounts Payable		4,482.00
Bill Pmt -Check	02/21/2024	30512		S.D.R.M.A.	Member# 6859	101 - Five Star Checking			210 - Accounts Payable		2,345.18
Bill Pmt -Check	02/21/2024	30513		Salsbury Industries	Cust# 192146	101 - Five Star Checking			210 - Accounts Payable		1,191.04
Bill Pmt -Check	02/21/2024	30514		Smile Business Products, Inc.	KP01 INV# 1174023	101 - Five Star Checking			210 - Accounts Payable		140.61
Bill Pmt -Check	02/21/2024	30515		SSD Alarm	Account # A000093 - Alarm services	101 - Five Star Checking			210 - Accounts Payable		1,087.05
Bill Pmt -Check	02/21/2024	30516		Stanislaus County Sheriff's Office	10555	101 - Five Star Checking			210 - Accounts Payable		2,538.00
Bill Pmt -Check	02/21/2024	30517		Sylvia Hacaj	Mileage reimbursement for Conferen	101 - Five Star Checking			210 - Accounts Payable		281.71
Bill Pmt -Check	02/21/2024	30518		T-Mobile USA, Inc.	Ref# 2024-0285	101 - Five Star Checking			210 - Accounts Payable		200.00
Bill Pmt -Check	02/21/2024	30519		TransUnion	813540	101 - Five Star Checking			210 - Accounts Payable		75.00
Bill Pmt -Check	02/21/2024	30520		UBS	27250	101 - Five Star Checking			210 - Accounts Payable		109.80
Bill Pmt -Check	02/21/2024	30521		US Bank CCard	4866 9145 5552 5747	101 - Five Star Checking			210 - Accounts Payable		9,627.94
Bill Pmt -Check	02/21/2024	30522		USBancorp	Cust# 1783852	101 - Five Star Checking			210 - Accounts Payable		4,609.59
Bill Pmt -Check	02/21/2024	30523		Verizon Wireless	772287401-00001	101 - Five Star Checking			210 - Accounts Payable		1,443.71
Bill Pmt -Check	02/21/2024	30524		Vijayram Thota	Training 1/1/24-1/5/24	101 - Five Star Checking			210 - Accounts Payable		420.60
Bill Pmt -Check	02/21/2024	30525		Vision Service Plan	00102808	101 - Five Star Checking			210 - Accounts Payable		129.24
Bill Pmt -Check	02/21/2024	30526		Wex Bank - Chevron	0496-00-526644-0	101 - Five Star Checking			210 - Accounts Payable		1,329.45
Bill Pmt -Check	02/21/2024	30527		Wex Bank - Exxon	369-677-649-5	101 - Five Star Checking			210 - Accounts Payable		2,400.45

Total Paid Amount: 425,600.69

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

March 06, 2024

[LAIF Home](#)
[PMIA Average Monthly Yields](#)

KENSINGTON POLICE PROTECTION AND
COMMUNITY SERVICES DISTRICT
INTERIM GENERAL MANAGER/TREASURER
10940 SAN PABLO AVENUE
EL CERRITO, CA 94530

Tran Type Definitions

4

Account Number: [REDACTED]

February 2024 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	73,652.90
Total Withdrawal:	0.00	Ending Balance:	73,652.90



Summary Statement

February 29, 2024

Page 1 of 4

Investor ID: [REDACTED]

0000123-0000489 PDF 623465

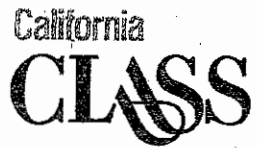
Kensington Police Protection and Community Services District
10940 San Pablo Avenue
El Cerrito, CA 94530

California CLASS

California CLASS

Average Monthly Yield: 5.4395%

		Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
CA- [REDACTED]	KCC Capital	30,185.40	0.00	0.00	130.10	270.02	30,189.89	30,315.50
CA- [REDACTED]	KPPCSD	1,509,269.98	0.00	0.00	6,504.95	13,500.78	1,509,494.29	1,515,774.93
TOTAL		1,539,465.38	0.00	0.00	6,635.05	13,770.80	1,539,684.18	1,546,090.43



Account Statement

February 29, 2024

Page 2 of 4

Account Number: CA-01-0136-0001

KCC Capital

Account Summary

Average Monthly Yield: 5.4395%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
California CLASS	30,185.40	0.00	0.00	130.10	270.02	30,189.89	30,315.50

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
02/01/2024	Beginning Balance			30,185.40	
02/29/2024	Income Dividend Reinvestment	130.10			
02/29/2024	Ending Balance			30,315.50	



Account Statement

February 29, 2024

Page 3 of 4

Account Number: [REDACTED]

KPPCSD

Account Summary

Average Monthly Yield: 5.4395%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
California CLASS	1,509,269.98	0.00	0.00	6,504.95	13,500.78	1,509,494.29	1,515,774.93

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
02/01/2024	Beginning Balance			1,509,269.98	
02/29/2024	Income Dividend Reinvestment	6,504.95			
02/29/2024	Ending Balance			1,515,774.93	



California CLASS

California CLASS		
Date	Dividend Rate	Daily Yield
02/01/2024	0.000148976	5.4510%
02/02/2024	0.000446835	5.4514%
02/03/2024	0.000000000	5.4514%
02/04/2024	0.000000000	5.4514%
02/05/2024	0.000148944	5.4514%
02/06/2024	0.000148843	5.4476%
02/07/2024	0.000148742	5.4439%
02/08/2024	0.000148606	5.4390%
02/09/2024	0.000446043	5.4417%
02/10/2024	0.000000000	5.4417%
02/11/2024	0.000000000	5.4417%
02/12/2024	0.000148672	5.4414%
02/13/2024	0.000148685	5.4419%
02/14/2024	0.000148484	5.4345%
02/15/2024	0.000148334	5.4290%
02/16/2024	0.000594416	5.4389%
02/17/2024	0.000000000	5.4389%
02/18/2024	0.000000000	5.4389%
02/19/2024	0.000000000	5.4389%
02/20/2024	0.000148465	5.4338%
02/21/2024	0.000148439	5.4329%
02/22/2024	0.000148458	5.4336%
02/23/2024	0.000444978	5.4287%
02/24/2024	0.000000000	5.4287%
02/25/2024	0.000000000	5.4287%
02/26/2024	0.000148458	5.4336%
02/27/2024	0.000148489	5.4347%
02/28/2024	0.000148564	5.4374%
02/29/2024	0.000148566	5.4375%

Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.



Date: March 14, 2024
To: Board of Directors
From: David Aranda, Interim General Manager
Subject: Approval to Extend the Mobil Modular Contract

Recommendation

Approve the Interim General Manager (IGM) signing a one-year rental agreement extension with Mobile Modular to rent the modular building through August 3, 2025 at a cost of \$4,664.50 per month.

Background

Upon leaving the Public Safety Building the District moved into an empty modular that previously was part of the City of El Cerritos Senior Program. The District renewed the annual rental agreement with Mobil Modular last year and the agreement is set to expire in August of 2024.

This agenda item is requesting approval for IGM to renew the one-year rental agreement with Mobil Modular through August 5, 2025, at a cost of \$4,664.50 per month. Based on the fact that the Police Department is not going anywhere over the next year it would be prudent to move forward with renewing the rental agreement.

Exhibits



Mobile Modular Management Corporation
 5700 Las Positas Road, Livermore, CA 94551
 Ph (925) 606-9000 Fax (925) 453-3201
www.MobileModularRents.com

Contract Addendum
 Date: 2/2/2024

Customer : KENSINGTON POLICE PROTECTION AND CSD
Billing Address: Attn to: Accounts Payable, 10940 San Pablo ave.
City/State/Zip: El Cerrito, CA 94530-2387

Attn: David Aranda
Phone : 510-526-4141
Fax: **
E-mail: Daranda@kppcsd.org

Project Name : **
Site Address : 10940 San Pablo Avenue
City/State/Zip: El Cerrito, CA 94530

This will serve as an addendum to the contract agreement entered into between **KENSINGTON POLICE PROTECTION AND CSD** (Lessee) and **MOBILE MODULAR MANAGEMENT CORPORATION** (Lessor).

ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.

Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.

Renewal Information

Contract No.	Building ID	Item Description	Addendum Start Date	Addendum Stop Date	Term	Rental Rate
210048310	83817	Office, 48x80 HCD (NonStd)	8/9/2024	8/3/2025	12 MTHS	\$ 4,485.50
210048310		Ramp	8/9/2024	8/3/2025	12 MTHS	\$ 179.00

- Rental rates do not include any applicable taxes or Personal Property Expense (PPE).
- Return delivery and preparing equipment for return will be quoted at time of return.
- This contract agreement defines a month as 30 calendar days. Bill Frequency for this contract is Monthly

Additional Contract Addendum Notes:

Mobile Modular Management Corporation

KENSINGTON POLICE PROTECTION AND CSD

Printed Name _____

Printed Name _____

Title _____

Title _____

Signature _____

Signature _____

Date _____

Date _____

Please call (925) 606-9000 with any questions or comments and ask for **Deborah Gullette**



Date: March 14, 2024
To: Board of Directors
Submitted by: David Aranda, Interim General Manager
Subject: Request from the City of El Cerrito an Extension to the Licensing Agreement to Allow the Police Building to Remain on City Property

Recommendation

The Interim General Manager is recommending that the Board of Directors request from the City of El Cerrito a five-year extension to the license agreement, with a 90-day op out after two years, that would allow the Police Building to remain on the City's property at 10940 San Pablo Ave. in El Cerrito.

Background

The KPPCSD entered into a licensing agreement with the City of El Cerrito in 2022 which provided the District the ability to have a place for the modular building to be utilized as the KPPCSD Police Headquarters.

The Board approved extending that agreement for 2023/2024, specifically through August 31, 2024. Considering that the pursuit of a new police building will take at the very least a few years, it would be prudent to request that the agreement be extended for at least one year but up to five years. In meeting with the City Manager of El Cerrito, the city is very pleased to have us as neighbors and she personally can renew the agreement for one to two years. Should the KPPCSD board desire a longer arrangement, I would convey that to the City Manager, and she would place it on the City Council Agenda for approval.

I have attached prior agreements to this ASI for reference.

Exhibit

- License Agreement Between the City of El Cerrito and the Kensington Police Protection and Community Services District Concerning 10940 San Pablo Avenue, El Cerrito, California

From: Chris Jones <CJones@ci.el-cerrito.ca.us>

Sent: Thursday, March 7, 2024 3:12 PM

To: David Aranda <DAranda@kppcsd.org>; Karen Pinkos <KPinkos@ci.el-cerrito.ca.us>

Subject: RE: Question

Hi David,

Our City Attorney is currently transitioning to a new firm, with a beginning date of March 15th, and we've agreed to slow down things down this month. I do not think that we can have an amendment ready for March 14th, especially with the advance posting requirements unfortunately. We also need KPPCSD's approval prior to taking it to the City Council.

For what it is worth from how the original agreement was approved, I remember that your board authorized Tony to sign the necessary agreements, etc. to occupy the portable according to the established timeline of when the PSB was going to go under construction. KPPCSD's legal counsel said that no further approvals were necessary and so the agreement was negotiated and then brought to the El Cerrito City Council for approval. Maybe on March 14th you could meet in closed or open session and the board can give you negotiation authority and authorization to sign the amendment once it is ready. We can spread the quarterly cost across 3 years to lower the license fees but if for some reason you need to leave early maybe we could agree to a termination fee that is equal to the balance of the payments. So one way or another the City will collect the fees necessary to remove the portable, cap off the utilities and pay for the sewer assessments.

Let me know what you think and we'll get going on this as soon as possible.

Take Care,
Chris



OFFICE OF THE CITY MANAGER
(510) 215-4300

May 17, 2023

David Aranda
Interim General Manager
Kensington Police Protection and Community Services District
10940 San Pablo Avenue
El Cerrito, CA 94530

Via Electronic Mail

Dear David,

This letter acknowledges and confirms your written communication of April 17, 2023, and our meeting on May 17, 2023, that the Kensington Police Protection and Community Services District (KPPCSD) has exercised its Option to Extend the License Agreement between the City and KPPCSD for the use of 10940 San Pablo Avenue, El Cerrito, CA. This Option is per the Agreement Section 3, "Option to Extend", and the action taken by the Board to approve this Option on April 13, 2023.

The License Agreement Term now extends through August 31, 2024.

It is a pleasure having KPPCSD as our neighbors, and we look forward to continuing this positive relationship between our agencies. Please feel free to contact me should you have any questions.

Very truly yours,

A handwritten signature in cursive script that reads "Karen Pinkos".

Karen Pinkos
City Manager
City of El Cerrito

cc: Recreation Director Chris Jones

Invoice



Invoice #: 215326
Invoice Date: 11/13/23
Household: 30555

City of El Cerrito
 Recreation Department
 7007 Moeser Lane
 El Cerrito CA 94530
 Phone: (510)559-7000
 Web: www.el-cerrito.org Tax ID: 94-6000325

Kensington Police Protection
 and Community Services District
 10940 San Pablo Ave., Bldg. B
 El Cerrito CA 94530
 anath@kppcsd.org

Transaction Date	Receipt	Description	Quantity	Amount
10/24/2023	887260	10940 San Pablo Ave - License Agreement on 10/01/2023 at 12:00am to 12/31/2023 at 12:00am at El Cerrito Midtown Activity Center (Kensington Police Protection)	1	\$5,571.00

Check Date	11/15/2023
Check No.	30326
Amount	\$5,571
GL Code	597
Approval	

Total Fees	\$5,571.00
Total Taxes	\$0.00
Total Paid	\$0.00
Total Due	\$5,571.00

License Fees for 10940 San Pablo Avenue, El Cerrito October-December 2023

1857/month

Please return the lower portion with your remittance

Household: 30555

 Kensington Police Protection
 and Community Services District
 10940 San Pablo Ave., Bldg. B
 El Cerrito CA 94530

Invoice Date: 11/13/2023 Invoice #: 215326
 Due Date: 12/21/2023

 Amount Due: \$5,571.00

Remit To:
 City of El Cerrito
 Recreation Department
 7007 Moeser Lane
 El Cerrito CA 94530

Facility Reservations
 Amount Paid: _____

 Payment Type: _____ Check _____ Other (No Credit Cards)

 Check Number Or Other Reference: _____

8/24
would require
new document

8/31/23

5/31/23

written notice -
existing document

LICENSE AGREEMENT BETWEEN THE CITY OF EL CERRITO AND THE KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT CONCERNING 10940 SAN PABLO AVENUE, EL CERRITO, CALIFORNIA

THIS LICENSE AGREEMENT ("**Agreement**"), is entered into as of this 26th day of July, 2022 ("**Effective Date**"), by and between the City of El Cerrito, a municipal corporation, ("**Licensor**" or "**City**") and the Kensington Police Protection and Community Services District ("**Licensee**" or "**District**") (individually "**Party**" and collectively "**Parties**") for the use of a certain portion of the real property located at 10940 San Pablo Avenue, El Cerrito, California ("**Premises**").

RECITALS

A. The City is the fee owner of certain real property located at 10940 San Pablo Avenue in the City of El Cerrito, County of Contra Costa, State of California, with Assessor's Parcel Number 502-411-023.

B. The Premises are improved with two vacant modular structures which are leased to the City by Mobile Modular, as well as structures utilized by the El Cerrito Police Department for storage. The structures on the Premises are represented in "**Exhibit A**" attached hereto and incorporated herein as "**Building A**" and "**Building B**" (collectively "**Buildings**") and "**El Cerrito Police Department Structures**". The leases for the Buildings are scheduled to terminate on May 31, 2023. - own buildings

C. Pursuant to the terms and conditions set forth in this Agreement, Licensee proposes to: 1) assume the lease for Building B on or before August 1, 2022 and, thereafter, temporarily use it for its operations; 2) maintain Building B and the Premises, including litter removal, graffiti abatement and landscape maintenance but not including Building A and the El Cerrito Police Structures; and 3) access fourteen (14) parking spaces within the parking lot on the Premises (collectively "**License Scope**"). Licensor has determined that it is in its best interest to permit Licensee to use the Premises for the License Scope.

D. Licensee desires to obtain from Licensor, and Licensor desires to grant to Licensee, a license for the License Scope and the Parties desire to enter into this Agreement to establish the terms and conditions upon which such license is granted.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. Grant of License. City hereby grants to the District and its employees, customers, invitees, agents and contractors a non-exclusive, temporary license to use the Premises for the purpose of the License Scope and for no other purpose. The City reserves all other rights in the Premises that do not conflict with the terms of this Agreement or applicable law.

↓

2. **Initial Term.** The initial license term of this Agreement shall commence on August 1, 2022 and shall extend through August 31, 2023 ("Initial Term").

3. **Option to Extend.** The District shall have the right to extend this term through August 31, 2024 with the consent of City, which shall not be unreasonably withheld or delayed. The extension term is referred to as a "Renewal Term" on the terms and conditions set forth herein, provided the District is not in default of this Agreement upon commencement of the succeeding Renewal Term. The Initial Term and the Renewal Term are herein collectively referred to as the ("Term").

4. **District's Covenant to Pay.** As consideration for the license to use the Premises, the District shall pay to the City Three-Hundred and Fifty-Seven dollars (\$357) per month, or One-Thousand and Seventy-One dollars (\$1,071) per quarter during the Initial Term. If the District is granted a Renewal Term, the District shall pay One-Thousand, Eight-Hundred and Fifty-Seven dollars (\$1,857) per month to the City during the Renewal Term.

1/2 Fire Bldg Ins Sewer Assessment

City shall invoice District on a quarterly basis during the Initial Term and monthly basis during the Renewal Term. In any month where the Agreement has not been in effect for the entire month, then City shall invoice District on a pro rata basis for that month. All amounts due under this Agreement are due and payable net 30 days following the date of an invoice. Any portion of the invoice amount not paid within such 30-day period shall accrue interest at the annual rate of 2.5% above the prime rate (but not to exceed the maximum rate permitted by Law). All payments shall be made in U.S. dollars:

5. **District Building B Lease Assumption.**

(a) The District shall, at its sole cost and expense, negotiate directly with Mobile Modular to assume the City's lease of Building B. The District shall provide the proposed lease assumption to the City for its prior written approval at least fifteen (15) days prior to the proposed effective date. Upon the City's written approval, the District shall assume the Building B lease on or before August 1, 2022 ("Lease Assumption").

(b) The District shall not sublet Building B or any portion thereof without the City's prior written approval.

(c) The District may modify Building B provided that any improvements shall be performed:

(1) in accordance with the terms of the Lease Assumption;

(2) with due diligence and care so as to prevent unreasonable disruption of or interference with the use, occupancy or conduct of business operations by City on the Premises and to minimize any disturbance of or impact upon the City and its tenants, licensees, contractors, employees and invitees;

(3) in compliance with all applicable laws, ordinances, regulations and orders of the City and all federal, state, county or local governmental agencies or entities having jurisdiction (collectively, "Governmental Authorities");

- and
- (4) in a good and workmanlike manner and only with materials of good quality;
 - (5) in the interior of Building B (collectively "**Building B Improvements**").

(d) The District shall keep the Premises free and clear of all mechanics liens or other encumbrances arising from the Building B Improvements done by or on behalf of District.

(e) During construction of the Building B Improvements, the District shall implement such measures (including such fencing and access barriers) as may be reasonably necessary to ensure the safety of all persons and properties in and around the area in which such work is being performed. During the course of the Building B Improvements, District and District's agents, contractors and employees shall abide by all safety and health laws and regulations of Governmental Authorities and any reasonable safety and security requirements reasonably requested by City.

6. City Reservation of Use of Building A. The City retains all rights to use Building A for any purpose. If Building A is used by the City, District shall provide access to the restrooms in Building B to the City, its officers, officials, employees, tenants, agents, volunteers, and members of the public using Building A.

7. District Use of Parking Lot. The District shall have access to fourteen (14) parking spaces within the parking lot on the Premises ("**Spaces**"). Additionally, two (2) spaces within the parking lot are designated for eligible disabled individuals conducting either District or City business. If the District desires the Spaces be particularly assigned to it or specific District employees, it shall request such assignment from the City in writing and the City shall work with the District to create such assignment.

The City retains the right to use all parking spaces on the Premises other than the Spaces for the City, its officers, officials, tenants, employees, agents and volunteers' use.

8. District Access to the Premises. The District shall ensure that its officers, officials, employees, agents, volunteers and anyone conducting business with the District does not park their vehicles on Kearney Street behind the El Cerrito Public Safety Building. The District its officers, officials, employees, agents, volunteers and anyone conducting business with the District shall enter and exit the Premises from San Pablo Avenue only. Notwithstanding the foregoing limitations, in a verified emergency, only District public safety personnel may enter the Premises from the Kearney Street entrance, but these personnel shall be required to exit the Premises from San Pablo Avenue.

9. Utilities.

(a) On or before the Effective Date, the District shall establish the following utility services to the Premises and, thereafter, be responsible for all costs associated with such services:

- (1) Water service with the East Bay Municipal Utility District;
- (2) Electric and/or gas service with Pacific Gas and Electric or MCE; and
- (3) Internet and phone services.

(b) The City shall be responsible for providing the following services to the Premises and for all costs associated with such services:

(1) Solid waste services; and

(2) Alarm services through May 31, 2023 resulting from the City's existing contract with Security Signal Devices for such services.

10. **Signage.** If District desires to add signage to Premises to identify the temporary location of its operations, it shall first consult with the City's Zoning Administrator in order to determine whether its proposed signage requires City approval under applicable local regulations. If such proposed signage requires City approval, District shall obtain such approval prior to installing any signage on the Premises.

11. **District Maintenance and Repairs.**

(a) The District shall, at its sole cost and expense, repair any damage to the Premises caused exclusively by the District and/or its employees, invitees, agents and contractors. In the event that part of the damage to the Premises is caused by another party or parties, the District shall repair the pro rata share of any damage to the Premises caused by the District and/or its employees, invitees, agents and contractors. The District shall ensure that all construction or repair conducted on the Premises are screened with appropriate fencing, landscaping and other screening material, that the portion of the Premises used by District or its employees, invitees, agents and contractors for construction of the Building B Improvements is kept in neat and clean condition, and that graffiti and litter are promptly removed. During the Term of this Agreement, to the extent that the District installs any improvements on the Premises other than the Building B Improvements, in order to use the Premises for the District's intended use, the District shall be responsible for costs associated with such improvements as are necessary, including fencing, landscaping and paving, provided that any such improvements shall be subject to the prior written approval of City.

(b) The District represents and acknowledges that it has inspected and examined the Premises, including Building B, for purposes of this Agreement and determined such to be suitable for its intended use. The District further acknowledges that the City has disclosed to it that AT&T cannot provide service to the Premises, including Building B.

(c) Except for Building A and the El Cerrito Police Department Structures ("City Structures"), the District shall, at its own expense and cost, keep and maintain the Premises which shall include Building B, in a clean and sanitary condition including, but limited to, litter removal, graffiti abatement and landscape maintenance and free from any hazardous or dangerous conditions caused by District. In particular, the District shall be responsible for:

(1) maintaining Building B's interior and exterior, including, but not limited to, window coverings, furnishings, floors, carpets and paint;

(2) routine repair of the Premises which must be performed using licensed contractors, subject to City approval;

(3) regular janitorial service sufficient to maintain the Premises in a clean and sanitary condition;

(4) supplies as required for District's use of the Premises, including, but not limited to, janitorial supplies;

(5) furnishings and materials as required for District use of the Premises;

(6) Maintaining all phone, computers and computer support equipment used by the District. Prior approval of the City is required for alterations or additions to the Premises' electrical system to support District's computer systems or other District equipment.

(7) Recycling, litter, garbage, and debris collection and deposit in appropriate receptacles in accordance with the City's provision of solid waste services to the Premises.

12. City Maintenance and Repairs.

The City shall be responsible for maintenance of Building A and the City Structures which shall include graffiti abatement.

13. Removal or Relocation of Buildings

(a) If City determines it will remove Building A prior to the end of its lease term on May 31, 2023, then it shall provide ninety (90) days' prior written notice to the District unless the Parties' signatories hereto or his/her designee(s) mutually agree in writing to a shorter notice period and such agreement shall not require an amendment to the Agreement. If District is using Building B at the time it receives such notice, it shall take all steps necessary to prevent unreasonable disruption of or interference with and minimize any impact upon the City's removal of Building A from the Premises.

(b) If District intends to vacate Building B and the Premises and terminate this Agreement prior to the Lease Assumption termination or May 31, 2023, it shall provide ninety (90) days' prior written notice to the City. In such event, City shall be responsible for any and all removal costs associated with removing Building B from the Premises pursuant to the Lease Assumption.

(c) If District intends to extend its lease of Building B beyond May 31, 2023, then it shall provide ninety (90) days' prior written notice to the City along with the proposed lease extension unless the Parties' signatories hereto or his/her designee(s) mutually agree in writing to a shorter notice period and such agreement shall not require an amendment to the Agreement. Upon City's written approval of such lease extension, District may extend the lease of Building B ("**Lease Extension**"). District shall be solely responsible for any increased removal fees or costs imposed by Mobile Modular as a result of the Lease Extension.

(d) If District intends to remove Building B from the Premises and relocate it to another property prior to the Lease Assumption termination, vacate the Premises and terminate this Agreement, then it shall be responsible for any and all relocation costs associated with relocating Building B. If the relocation results in reduced removal fees under the Lease Assumption, then such savings shall be passed on to the City.

14. Prohibited Use of Premises.

(a) District shall not do or permit anything to be done in or about the Premises, including Building B, nor bring or keep anything therein, that will in any way increase the existing rate of or affect any fire or other insurance upon the Premises or any of its contents, or cause cancellation of any insurance policy covering said premises or any part thereof or any of its contents. Nor may District cause a cancellation of any insurance policy covering the Premises or any part thereof or permit to be kept or used in or about the Premises any article, which may be prohibited by standard form fire insurance policies or by any El Cerrito City Codes or any other applicable laws.

(b) District shall not commit, suffer, or permit the commission by others of:
(1) any waste or nuisance of the Premises;
(2) any action or use on the Premises which interferes or conflicts with the use of the Premises by City or any authorized person; or
(3) any action on the Premises in violation of any laws, regulations, or ordinances.

(c) No goods, merchandise, or material shall be kept, stored, generated, produced, disposed or transported to or from, used or sold in or on the Premises which constitute Hazardous Materials, and no offensive or dangerous trade, business, or occupation shall be carried on therein or thereon. No machinery or apparatus shall be used or operated on the Premises which will in any way injure said Premises, or improvements thereon. For purposes of this Agreement, "Hazardous Materials" are defined as, but shall not be limited to: flammable explosives, asbestos, radioactive materials, hazardous waste, toxic substances or related injurious materials, whether injurious by themselves or in combination with other materials, substances defined as "hazardous substances," "hazardous materials," or "toxic substances," in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*; and those substances defined as "hazardous waste" in Section 25316 of the California Health and Safety Code; and in the regulations adopted and publications promulgated pursuant to said laws. District acknowledges that District is not looking to or relying upon City to disclose any matters which City might be required to disclose under California Health & Safety Code Section 25359.7 and that all such matters have been investigated by District to District's satisfaction.

15. Alterations. Except as to Building B Improvements made in accordance with Section 5 and signage made in accordance with Section 10, District shall not allow or cause any alterations, additions or improvements to or of the Premises, or any part thereof, without the prior written consent of the City Manager.

16. District Volunteers. For any work performed by District volunteers on the Premises which shall include Building B, all volunteers shall sign hold-harmless forms approved by the City and return those forms to the City prior to the commencement of such volunteer work.

17. Termination.

(a) Either Party may terminate this Agreement upon 90 days' prior written notice to the other Party.

(b) If District removes or relocates Building B in accordance with Section 13 and vacates the Premises, then this Agreement shall terminate upon such removal/relocation and vacation.

(c) If the Parties do not agree to extend the Agreement for the Renewal Term pursuant to Section 3, then this Agreement shall terminate upon the expiration of the Initial Term.

(d) If the Parties extend the Agreement for the Renewal Term pursuant to Section 3, then it shall terminate upon the expiration of the Renewal Term.

(e) Upon termination of this Agreement, except for the Buildings, all improvements constructed on the Premises by the District shall be the exclusive property of City, and City shall be solely responsible for the ongoing maintenance and security of such improvements.

(f) Upon termination of this Agreement, the District shall be responsible, at its sole cost and expense, for restoring the Premises to its original condition including removing property, equipment, and structures placed on the Premises by the District excluding the Buildings.

18. Possessory Interest. District expressly recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that District may be subject to the payment of property taxes levied on such interest. District is responsible for determining whether this possessory interest is subject to property taxation.

19. Compliance with Laws. District has represented to the City and hereby warrants that District has complied with all laws applicable to the acceptance and use of the License herein granted. District shall observe and comply at all times with all applicable federal, state, county and city statutes and ordinances, rules, regulations, directives, and orders of Governmental Authorities now in force or which may hereinafter be in force relating to or affecting the use of the License herein granted.

20. Insurance. As of the Effective Date and thereafter throughout the Term, District and the District's contractors shall, at its sole cost and expense, procure, carry and maintain in full force and effect in a form acceptable to City and with insurance companies authorized to transact business in the State of California, insurance coverage by the following policies of insurance:

(a) Commercial General Liability insurance with liability coverage not less than Four Million Dollars (\$4,000,000) per each occurrence for each of bodily injury liability, personal injury liability, property damage liability, products and completed operations liability and advertising injury liability that may arise out of or result from District's use of the Premises or

operations or contractor's operations under its contract with District, and for costs and expenses (including attorneys' fees and court costs) incurred in connection therewith.

(b) Workers Compensation Insurance for all District employees as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

(c) Property insurance against all risks of loss to any tenant improvements or betterments which shall include Building B, at full replacement cost with no coinsurance penalty provision. Property insurance is to be endorsed to include Legal Liability Coverage (ISO Form CP 00 40 04 02 or equivalent) with a limit equal to 100% of the replacement value of the Buildings, with deductible, if any, acceptable to City.

(d) Pollution Legal Liability and Remediation applicable to District operations with a limit no less than Two Million Dollars (\$2,000,000) per claim or occurrence and Two Million Dollars (\$2,000,000) aggregate per policy period of one year. This policy shall include coverage for bodily injury, property damage personal injury and environmental site restoration, including fines and penalties in accordance with applicable EPA or state regulations.

(e) With respect to Workers' Compensation and Employer's Liability Coverage, the insurer shall agree to waive all rights of subrogation against City, its officers, officials, employees and volunteers for losses arising from injuries to District employees resulting from work for the District or use of the Premises.

(f) All policies of liability insurance obtained and maintained by the District in accordance with this Section shall name City, its officers, officials, employees, and volunteers as additional insureds and shall further provide that the insurance policy so endorsed will be the primary insurance providing coverage for City.

(g) District's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the District's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

(h) The insurance required by this Section shall be provided under an occurrence form, and the District shall maintain such coverage continuously throughout the Term of this Agreement. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit, such annual aggregate limit shall be three times the occurrence limits specified above. All insurance required hereunder shall be effected under valid and enforceable policies issued by responsible insurers authorized to do business in the State of California and to issue policies of the nature and in the liability amounts required above, and with an A.M. Best rating of at least "A-VIII."

(i) The District shall furnish to City copies of the Certificates of Insurance. The Certificate of Insurance shall provide that the insurance company shall endeavor to notify City

by written notice at least thirty (30) days prior to any cancellation, reduction or modification of coverage. The District shall furnish City with copies of any and all policies of insurance required hereunder, if so requested by City. In the event the District does not comply with the requirements of this Section, the City may at its option purchase insurance coverage to protect itself and the Premises and the District shall be responsible for paying the costs of such insurance.

21. **Indemnity and Hold Harmless.** District agrees to and shall indemnify, defend (with counsel acceptable to City) and hold harmless City and City's officers, officials, employees, agents and volunteers (collectively, the "**City Indemnitees**") from and against any and all Claims, which any of the City Indemnitees may suffer arising out of or in connection with District access and use of the Premises, which shall include Building B, and any activities conducted on the Premises by District and District's agents, contractors, subcontractors and employees pursuant to this Agreement which shall include, but is not limited to, the release or threatened release of Hazardous Materials, District's failure to comply with all governmental laws, regulations and permits, including, but not limited to, full compliance with the Americans with Disabilities Act; and any default by District in the performance of its obligations under this Agreement (collectively "**Liability**") except such Liability caused by the sole negligence or willful misconduct of the City. For purposes of this Agreement, the term "**Claims**" shall mean any and all actions, suits, causes of actions, claims, demands, liabilities, judgments, penalties, losses, damages and/or claims for bodily injury and/or property damage, costs and expenses of every nature, including reasonable attorney's and expert's fees and costs. Notwithstanding the forgoing, this Section 21 shall not apply to claims arising from (a) the City's exercise of its rights under Section 6 of this Agreement; or (b) the use or condition of the El Cerrito Police Department Structures.

22. **Default.** A Party shall be in default under this Agreement if such Party breaches any obligation to be performed by such Party under this Agreement and fails to cure such breach within ten (10) business days after receipt of written notice from the other Party specifying in reasonable detail the nature of such default; provided, however, that with respect to non-monetary defaults only, if such non-monetary default is of such nature as is capable of being cured but not within said ten (10) business day period, a Party shall not be deemed in default hereunder if, and so long as, such Party commences to cure such default within said ten (10) business day period and proceeds diligently and continuously to complete the cure of such default within said reasonable additional time as is necessary to cure such default.

23. **Inspection by City.** City shall be permitted to enter and inspect the Premises which shall include Building B at any and all times. City is not required to provide District with advanced notice of said inspection.

24. **Extent of Grant of License.** This Agreement and the License herein granted are valid only to the extent of City's jurisdiction as a landowner of the Premises. Acquisition of any other necessary permits or entitlements for use are the responsibility of District. Nothing contained in this Agreement shall be construed as a relinquishment of any rights now held by the City.

25. **Assignment.** The License herein granted is personal to District and shall not be assigned, sublet, or otherwise transferred in whole or in part without the prior written consent of City, and any attempt to assign, sublet or transfer shall be of no force or effect whatsoever unless and until City shall have given its written consent thereto. City may withhold its consent for any reason.
26. **Provisions are Condition of Use/Occupancy.** Each provision of this Agreement shall be deemed a condition of the right of District to use or continue to occupy the Premises. Notwithstanding anything stated to the contrary herein, if District fails to perform any provision of this Agreement at the time and in the manner herein provided, City may, at its own option, immediately terminate this Agreement. The City's right to terminate shall be cumulative to any other legal right or remedy available to City.
27. **District No Agent.** District, its officers, agents, employees, and volunteers shall act in an independent capacity and shall not represent themselves whatsoever as an agent of the City. District shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
28. **License Not a Lease.** This Agreement does not constitute a lease, but constitutes a revocable License and District is limited to the use of the Premises expressly and specifically described above. District shall have no right or privilege in any respect whatsoever to use any other part of Premises for any purpose whatsoever. District does not claim any interest that, when coupled with the License herein granted, would render it irrevocable.
29. **No Waiver of Enforcement.** The City's failure to enforce any Section of this Agreement or the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such Section. The Section shall remain in full force and effect.
30. **Relationship.** The Parties intend by this Agreement to establish the relationship of licensor and licensee only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of licensor and licensee.
31. **Miscellaneous.**
- (a) If either Party shall bring an action to enforce its rights hereunder, the prevailing Party in such action shall be entitled to its reasonable attorney's fees and costs from the non-prevailing Party.
 - (b) This Agreement shall not be amended or modified except by written instrument signed by the Parties. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes by all prior agreements or understandings, oral or written, between the Parties in this regard.
 - (c) This Agreement shall be construed in accordance with the laws of the State of California and the City of El Cerrito.
 - (d) Any action arising from or brought in connection with this Agreement shall be venued in a court of competent jurisdiction in the County of Contra Costa, State of California.
 - (e) If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

32. Notices. All notices to be given hereunder shall be in writing and shall be mailed, by certified or registered United States mail, postage prepaid, or delivered (either personal delivery or delivery by private courier service). Notices may also be given by email or fax, provided that the notice is concurrently given by one of the methods described in the preceding sentence (with deposit in the mail or delivery to the courier to be made no later than the next business day following fax transmission) and that confirmation of completed transmission is obtained. The address for notices shall be:

The City: City of El Cerrito
7007 Moeser Lane
El Cerrito, CA 94530
Attn: Recreation Director
Email: cjones@ci.el-cerrito.ca.us
FAX: (510) 528-9413

The District: Kensington Police Protection and Community Services District
10940 San Pablo Avenue
El Cerrito, CA 94530
Attn: General Manager
Email: tconstantouros@kppcsd.org

The person and the place to which notices are to be mailed or delivered may be changed by either Party by written notice to the other Party given in accordance with the provisions of this Section.

33. Binding Effect. Subject to Section 25, each and all of the covenants, terms, agreements and obligations of this Agreement shall extend to and bind and inure to the benefit of the respective successors and assigns of the Parties hereto.

34. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the date first written above.

Licensee:

**Kensington Police Protection
and Community Services District**

By: Tony Constantouros
Tony Constantouros (Jul 26, 2022 17:18 PDT)
Tony Constantouros
Interim General Manager

Licensor:

City of El Cerrito

By: Karen Pinkos
Karen Pinkos
City Manager

ATTEST:

Lynelle M Lewis
Lynelle Lewis, District Clerk of the Board

Holly Charley
Holly Charley, City Clerk

APPROVED AS TO FORM:

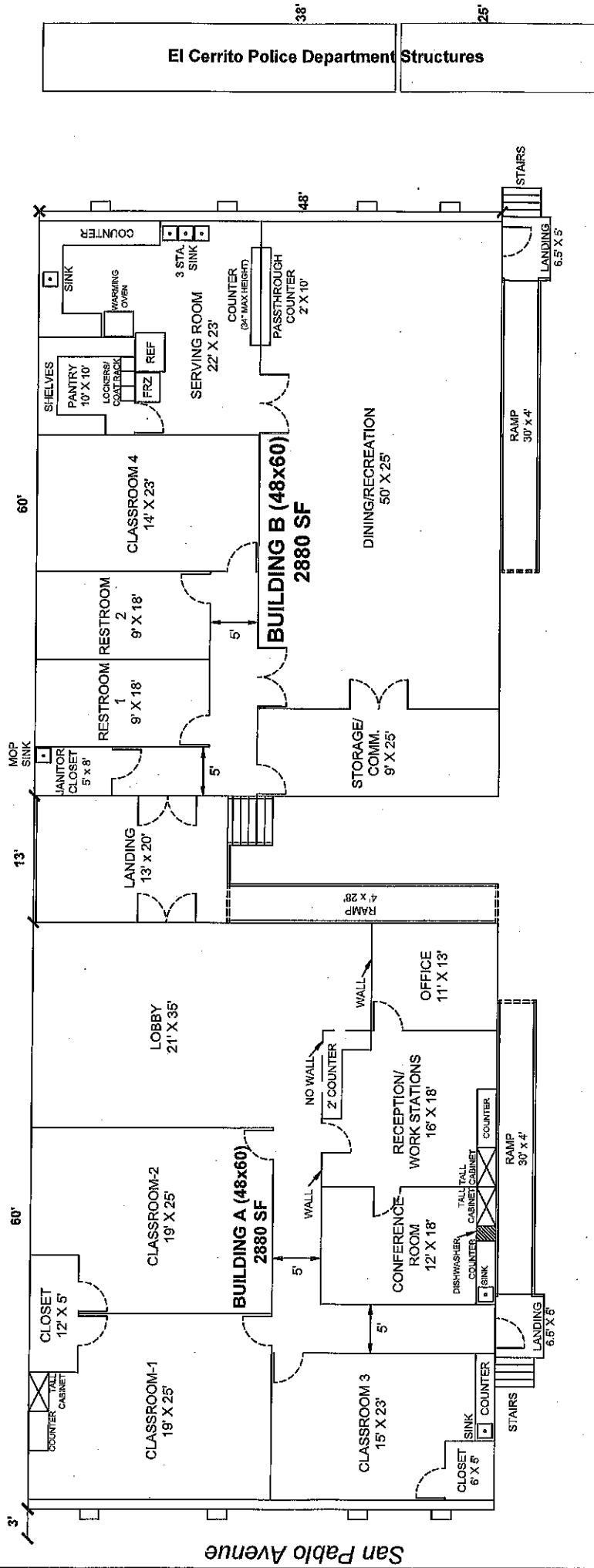
Ann R. Danforth
Ann R. Danforth (Aug 1, 2022 10:11 PDT)
Ann Danforth, District General Counsel

Sky Woodruff
Sky Woodruff (Jul 27, 2022 09:49 PDT)
Sky Woodruff, City Attorney

5132911.3

10940 San Pablo Avenue
El Cerrito, CA 94530

Exhibit A



San Pablo Avenue

Parking Lot (28 spaces, including 2 ADA)

Kearney Street Entrance







El Cerrito - Kensington license agreement for 10940 San Pablo

Final Audit Report

2022-07-27

Created:	2022-07-27
By:	Sky Woodruff (sky@meyersnave.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAC3ynz9XHjd_VCy5IFDPQ6jmt3dffBz-

"El Cerrito - Kensington license agreement for 10940 San Pablo" History

-  Document created by Sky Woodruff (sky@meyersnave.com)
2022-07-27 - 4:35:43 PM GMT - IP address: 206.169.145.130
-  Document emailed to swoodruff@meyersnave.com for signature
2022-07-27 - 4:40:47 PM GMT
-  Email viewed by swoodruff@meyersnave.com
2022-07-27 - 4:48:54 PM GMT - IP address: 161.129.162.63
-  Signer swoodruff@meyersnave.com entered name at signing as Sky Woodruff
2022-07-27 - 4:49:47 PM GMT - IP address: 206.169.145.130
-  Document e-signed by Sky Woodruff (swoodruff@meyersnave.com)
Signature Date: 2022-07-27 - 4:49:49 PM GMT - Time Source: server - IP address: 206.169.145.130
-  Agreement completed.
2022-07-27 - 4:49:49 PM GMT



Date: March 14, 2024
To: Board of Directors
Submitted by: David Aranda, Interim General Manager
Subject: Change In Job Description And Salary Schedule in Promoting the Accounting Clerk Position to Senior Accountant

Recommendation

Approve the Senior Accountant job description for KPPCSD and the salary schedule for that position of \$40-\$60/hr.

Background

The part-time position that Karn took a little over one year ago has grown from the standpoint of responsibility. As noted in the attached job description the proposed position carries a good amount of responsibility both in accounting and in human resources.

I am requesting approval to make the change in the job description along with a change in the salary schedule.

Exhibit

- Classification Specification

CLASSIFICATION SPECIFICATION

Kensington Police Protection
& Community Services District

Date: February 2024

CLASS TITLE: **Senior Accountant**

FLSA STATUS: Non-exempt, Part-Time

REPORTS TO: General Manager

HIRING STATUS: At Will

JOB SUMMARY

Under the direction and supervision of the General Manager, the Senior Accountant performs accounting clerical duties including processing and maintaining general accounting, accounts payable, accounts receivable, payroll, grants management and retirement, and assisting the General Manager with Human Resources related duties.

Duties and responsibilities are carried out with considerable independence within the framework of established policies and procedures. The work of this class involves accountability and decision-making responsibilities. This position requires closely working with financial consultants in coordinating finished financial statements and other documents.

DISTINGUISHING CHARACTERISTICS

The Senior Accountant is a part time position. As a part-time position, other finance consultants will be required to complete additional Finance Department functions and assignments. The position reports directly to the General Manager.

EXAMPLES OF WORK

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific duties does not exclude them from the position.

- Assist with digital maintenance of accounting files and records.
- Assist with follow-up on delinquent accounts receivable.
- Assist with compilation of accounting reports and statements.
- Code distribution of disbursements/receipts by fund and account numbers.
- Input cash receipts and payables data.
- Reconcile and balance bank statements.
- Scan, index and file records as required.
- Assist with the processing and recording of payables including computation of discounts on accounts payables, verify extensions, multiplication and additions accordingly.
- Process internal and external documentation for payment after proper approval.
- Verify accuracy and process monthly accounts payable through an integrated accounting system.
- Process and file year-end 1099s.
- Prepare compliance reports with outside agencies (e.g. SCO reporting, grant reporting, etc.)
- Prepare deposits of all the monies relating to solid wastes and community center services.
- Organize, consolidate and maintain confidential payroll reports, files and employee records.

- Adjust payroll accruals for incentive awards program, sick and vacation leave.
- Process bi-monthly payroll checks and required withholding reports (i.e., deferred compensation reports, federal and state income taxes, CalPERS, etc.)
- Review and update bi-monthly payroll changes.
- Maintain and process all confidential payroll records.
- Prepare and file payroll W-2s.
- Perform account analyses and general ledger reconciliation.
- Prepare investment analyses and make cash flow recommendations (when applicable).
- Assist in compiling annual financial reports, supporting schedules and working papers.
- Assist in the compilation of accounting and financial documents for the annual audit.
- Manage grant reporting and monitor implementation.
- Perform account analysis and general ledger reconciliations.
- Provide assistance to accounts payable, accounts receivable and payroll as needed.
- Prepare outgoing wires for debt service payments and payroll deductions.
- Perform HR duties related to payroll deductions, signing employees up for benefits, benefits for employees leaving the District.
- Prepare monthly journal entries.
- Perform other duties as assigned by the General Manager.

QUALIFICATION REQUIREMENTS

The Senior Accountant must have a working knowledge of accounting processes and procedures. Individual must also be able to accurately input financial data and work as part of a team.

KNOWLEDGE, SKILLS, ABILITIES (position requirements at entry)

- Knowledge of:
 - Principles and practices of governmental accounting, finance, Fund Accounting, budgeting, and public administration; preferred government or public sector accounting;
 - Government Accounting Standards Board pronouncements, and technical interpretations;
 - Pertinent federal, state, and local laws, codes, and regulations;
 - Automated financial accounting and reporting systems;
 - Methods and techniques of time and project management;
 - California Public Employees Retirement System;
 - Office management techniques and practices;
 - Human Resource policies and procedures;
 - Office equipment such as copiers, phone systems and computer programs including: MS Word, Excel, Outlook, Quickbooks and Adobe.
- Skill in:
 - Accounting software
 - Microsoft Office Suite
 - Working in a remote or partially remote environment
- Ability to:
 - Work varied hours or extended work hours in order to meet project deadlines;

- Write reports and prepare written correspondence in a clear and concise manner for the public to view;
 - Present oral reports and respond to questions concerning such reports;
 - Ensure excellent customer service and working relationships with the public, co-workers, Directors and outside agencies;
 - Ability to sit and operate computer equipment for extended periods of time;
 - Be proactive under pressure, and manage situations professionally;
 - Adapt to changes in processes and procedures;
 - Work independently and as part of a team;
 - Effectively communicate in a tactful and courteous manner with officials, the public, and employees;
 - Understand and apply laws, rules, and regulations to specific accounting and financial transactions;
 - Analyze and interpret financial data and accounting records;
 - Establish and maintain effective working relationships with those contacted in the course of work;
 - Assist with developing and achieving goals, objectives, and administering work plans;
 - Effectively communicate verbally and in writing
- **Language Skills:**
 - Use correct English spelling and grammar.
 - **Reasoning Skills:**
 - Read, analyze, and interpret general business correspondence, documents, technical journals, government regulations and construction plans.
 - Manage multiple projects simultaneously and ensure that objectives and timelines are met.
 - Understand mathematical concepts and perform necessary computations.

PHYSICAL DEMANDS

Work at a computer for extended periods of time. Work extended hours to complete deadlines.

WORK ENVIRONMENT

This position allows remote work but requires one to four days per month in the District office.



Date: March 14, 2024
To: Board of Directors
Submitted by: David Aranda, Interim General Manager
Presented by: David Spath, Board President
Subject: Approval of A Letter to the CPUC and AT&T Strongly Opposing the Removal of Landlines in California

Recommendation

With Board approval the attached letter would be sent to the CPUC and the Board may direct copies of the letter be sent to various government officials.

Background

Board President Spath can verbally better inform the Board regarding AT&T's request to the CPUC to abandon providing landline service in California.

The attached draft letter provides the concern that all residents should have should AT&T's request be granted.

Exhibit

- Letter to the California Public Utilities Commission



Kensington Police Protection and Community Services District

Item 10a

March 5, 2024

California Public Utilities Commission
Ms. Alive Busching Reynolds, President
300 Capitol Mall, Suite 500
Sacramento, CA. 95814

Dear Ms. Busching Reynolds,

I am the writing on behalf of the constituents of Kensington who are served by the Kensington Police Protection & Community Services District (KPPCSD) regarding the application from AT&T to discontinue providing landline (copper wire / POTS) service in California. We are concerned that, in the event of a disaster, residents of Kensington could be cut off from communication with local emergency services. Kensington has been designated as a Very High Fire Hazard Severity Zone. The risk of wildfire is, therefore, significant and communicating with residents during a wildfire event is critical to saving lives. Relying solely on mobile networks to communicate evacuation orders is problematic. As you know, on February 22, 2024, AT&T experienced a complete shutdown of their cellular service which emphasizes the need as to keep landline services for public safety.

Landlines are known for their reliability, especially during emergencies or natural disasters. Unlike mobile networks, landlines are less prone to disruptions caused by network congestion or power outages. Although the hard-wired service can experience an issue, the duration and frequency of such outages are usually lower compared to mobile networks.

Mobile networks do not provide good indoor coverage in certain parts of Kensington and many residents rely on their WiFi system to obtain reliable coverage. Landlines, on the other hand, have wider coverage and can often be relied upon in areas where mobile signals are weak or unreliable.

Landlines are directly connected to emergency services, making it easier for them to trace the resident's location in case of an emergency call. This can be crucial when you are unable to provide your exact location or if you are in a situation where every second counts.

California Public Utilities Commission

March 4, 2024

Page 2 of 2

In closing, Landlines can still function during power outages as they are powered by the telephone line itself. On the other hand, mobile phones require battery power and may not be usable if the battery is drained and there is no way to recharge it.

I urge you to reject AT&T's application as submitted until a comprehensive state-wide assessment can be completed.

Sincerely,

David P. Spath, President

Kensington Police Protection & Community Services District



KENSINGTON POLICE DEPARTMENT

10940 San Pablo Avenue • El Cerrito • CA • 94530

(510) 526-4141

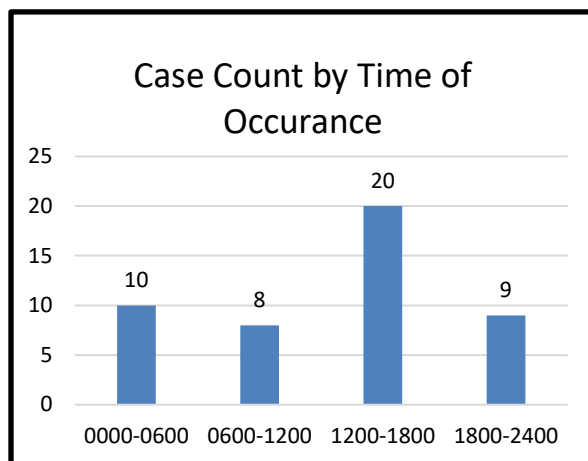
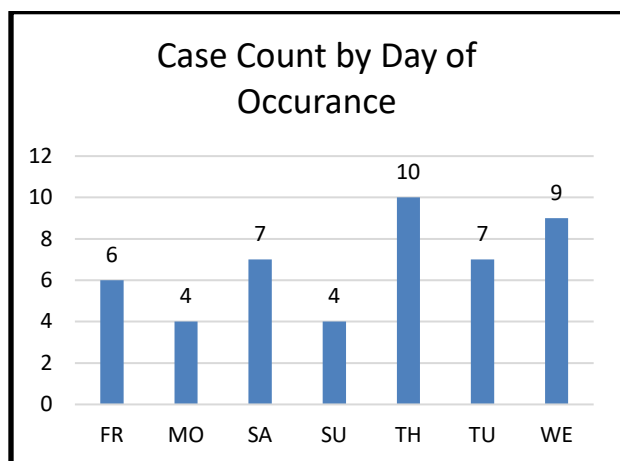
www.kppcsd.org

DATE: February 29, 2024
TO: David Aranda: General Manager
FROM: M. Gancasz, Chief of Police
RE: Police Chief’s Monthly Report, February 2024

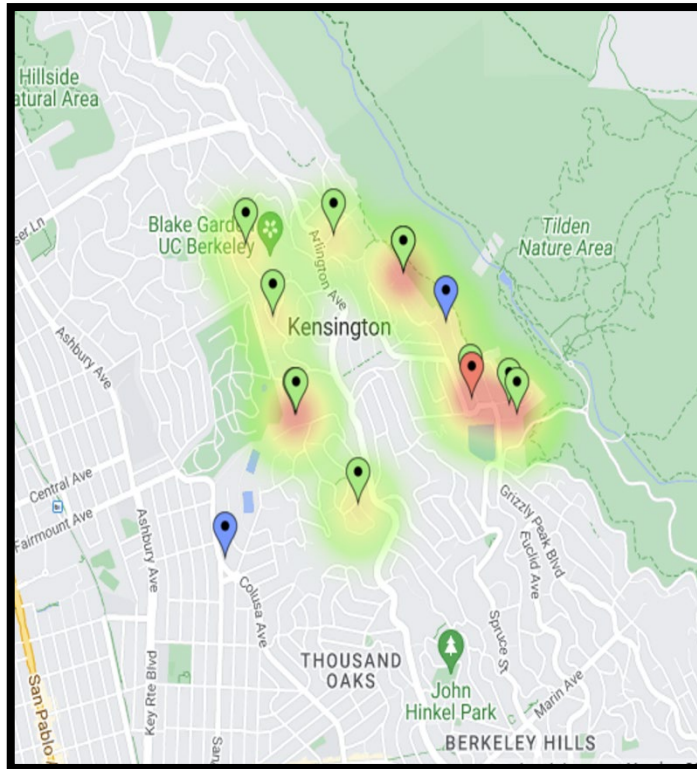
Patrol Operations

The Kensington Police Department handled 826 incidents during January (up from 811 the prior month). 639 were officer-initiated events, including 49 traffic enforcement stops resulting in 21 citations (down from 25 in the prior month). Officers responded to 187 dispatched calls for service (down from 261) and took 20 reports (down from 31 in January). One felony and one misdemeanor arrest were made. Officers investigated one vehicle theft, one hit-and-run collision, one brandishing of a firearm, four residential burglaries, and one theft of property from a motor vehicle.

Nineteen percent of this month's investigations were felony crimes. Average response times for officers decreased from 5.4 to 4.5 minutes. The improved 17% faster response time compared to last month may be attributed to increased staffing. Our newest officer, V. Thota, was deployed to solo patrol duties this month.



Crime Trend Mapping



The 365-day map to the left show's crimes by type for the past twelve months. Most of the crimes are in the Grizzley Peak/Lake/Purdue area and just east of Arlington Ave.

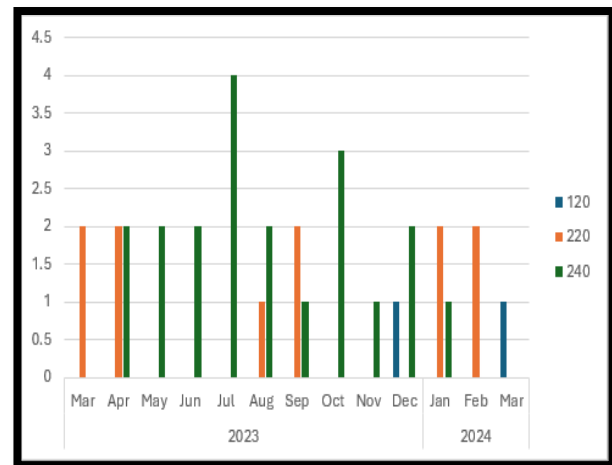
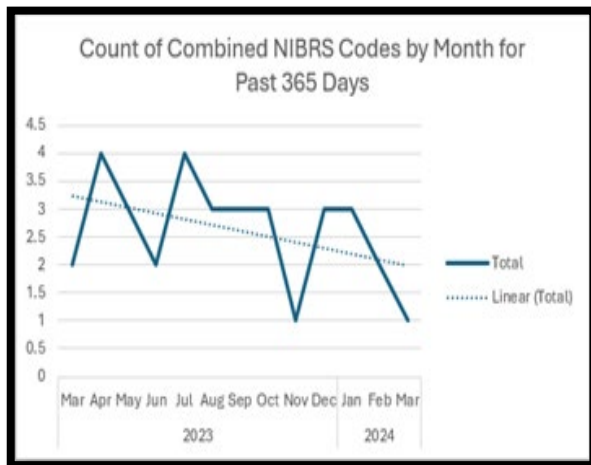
A more detailed image interactive image can be accessed here:

<https://www.easymapmaker.com/map/a6d9334fb58054b0957365bd21771d61>

Below are two charts showing more crime trends and usable data from the past year:

120 = Robbery
220 = Burglary
240 = Stolen Vehicle

(120, 220, and 240 do not denote the number of crimes but are mapping categories)



Administration

On February 1, Command Staff attended our KPD monthly meeting. Attendees included Chief Gancasz, Sgt. Nath, & Jason Haynes. Sergeant Lande was away from the office and unable to attend. Our Newest Officer, Harjot Gill received his conditional offer of employment on February 20, and we are happy to report he is now on patrol in our Field Training Program. More to come on his progress next month! Officer Vijayram Thota is also making progress in his 6th month of employment as a Kensington Police Officer. Our Flock Safety “kick-off” meeting took place on February 22. Discussion topics included obtaining permits from the County and the process of

installing the cameras themselves. It will take approximately three months to get the cameras up and running. Volunteer Mike Logan has dedicated more than 40 hours of his time to a variety of volunteer duties, and we appreciate everything he is doing to help us make ends meet.

Training

Sgt. Lande completed the California Highway Patrol's Advanced Roadside Impaired Driving Enforcement (ARIDE) hosted by California Highway Patrol at the Golden Gate Division Office in Vallejo.

February Patrol Log

- On Thursday, February 1, at 0940 hours, officers took a report of a petty theft that occurred on Edwin Drive. The investigation is ongoing.
- On Saturday, February 3, at 0804 hours, officers were conducting extra patrol on Colusa Circle when they contacted a transient and determined he was a fugitive with outstanding warrants for narcotics crimes in San Mateo county. The suspect was arrested, provided a notice to appear in court, and released from the scene.
- On Saturday, February 3, at 1549 hours, officers were dispatched to a phone report of a petty theft on Arlington Avenue. The investigation is ongoing.
- On Sunday, February 4, at 0945 hours, officers responded to a residential burglary on Kingston Road. El Cerrito Officers assisted Kensington Officers by surrounding the home and calling the suspect out. Unfortunately, he refused to exit the home peacefully. The on scene El Cerrito police canine was deployed into the home and the suspect was quickly and safely apprehended. The suspect was booked into the Martinez Detention Facility and charged with multiple felony and misdemeanor charges.
- On Sunday, February 4, at 1127 hours, officers were dispatched to Stratford Road for a Coroner's case. This case is closed.
- On Tuesday, February 5, at 0858 hours, officers were dispatched to the lobby of the Police Department for a grand theft and brandishing of a firearm report that occurred on Cowper Avenue. The investigation is ongoing.
- On Friday, February 9, at 1944 hours, officers were dispatched to the Albany Police Department for a report of violation of restraining order that occurred in Kensington. The investigation is ongoing.
- On Friday, February 9, at 2247 hours, officers were dispatched to Suset Drive for a report of a domestic dispute.
- On Sunday, February 11, at 1224 hours, officers took a report of a vehicle tampering on Lenox Road.
- On Monday, February 19, at 1844 hours, officers took a report of a vehicle burglary in the on Kingston Road.
- On Wednesday, February 21, at 1018 hours, officers responded to a report of a residential burglary on Beloit Avenue.
- On Wednesday, February 21, at 1917 hours, officers were dispatched to a phone report of a petty theft with no suspect leads.
- On Thursday, February 22, at 1415 hours, officers responded to Marguerita Road for a report of identity theft.

- On Friday, February 23, at 1415 hours, officers were dispatched to the one hundred block of Colusa Avenue for a Welfare Check of an individual in the area. The subject was contacted and arrested for public intoxication. The subject was provided a citation and released to the care of a family member. The case has been transferred to the Contra Costa County District Attorney Office for review and filing of charges.
- On Friday, February 23, at 1548 hours, officers conducted a traffic enforcement stop on a vehicle with a delinquent registration of more than twelve months, expired December of 2016. The vehicle was impounded, and the driver released from the scene.
- On Friday, February 23, at 1837 hours, officers conducted a traffic enforcement stop on a vehicle with a delinquent registration of more than twelve months, expired July of 2023. The vehicle was impounded, and the driver released from the scene.
- On Saturday, February 24, at 0744 hours, officers took a report of a vehicle burglary in the three hundred block of Rugby Avenue. The investigation is ongoing.

Traffic Safety

One traffic collision was reported, and it was investigated as a hit-and-run with no injuries. There was one online supplemental traffic report submitted by a citizen highlighting vehicles parked on the sidewalk at Purdue Ave and Kenyon Ave. On Friday, February 23rd, Kensington Officers were on patrol for impaired drivers as they took part in another grant-funded saturation patrol. Sixteen traffic enforcement stops were completed, nine citations were issued, seven warnings were given, and two vehicles were impounded. These operations are fully funded by the Office of Traffic Safety (OTS).

Traffic Records Improvement Plan (TRIP)

In October 2023, Kensington Police were awarded another Office of Traffic Safety Traffic (OTS) Records Improvement Grant of \$41,000.00. The entire Kensington patrol fleet has now been upgraded and outfitted with the equipment and software necessary to make the transition from handwritten citations to computer generated citations. Volunteer Mike Logan and Sergeant A. Nath were instrumental in getting each car to the outfitter in Pittsburg to make this possible in such a short amount of time. Kensington Officers will go live with the new citation system in March or April 2024.

Community

There were no community events this month.

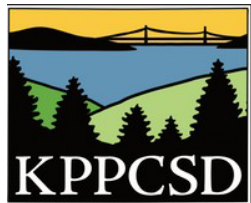


Date: March 14, 2024
To: Board of Directors
Submitted by: David Aranda, Interim General Manager
Subject: General Manager's Report February 1 through March 8, 2024

A number of things are going on for KPPCSD.

- Over the course of the month, I met with a number of residents discussing everything from tennis court drainage issues to collapsed drains on private property to general questions about a new police building and finances.
- The development of considering the land south of the county library for a new police building is continuing. We expect to see a topo map at the April meeting and discuss moving forward with additional Geotechnical work. We should also have an outline of steps that the district may want to take, and the costs involved from an architect's recommendation and proposal. This proposal was received late Friday and I would expect an agenda item for the April meeting to discuss the next steps the District takes regarding the development of a police building.
- President Spath and I spent additional time obtaining more information on FEMA Grants and other grant possibilities available. The cycle for many of these grants is still a few months off.
- I had a zoom call with Mary and was introduced to the new General Manager for KFPD, Tim Berry. It was a productive call as we spoke about the needs that we jointly have and will continue to address.
- I received input about some park issues which we are hopefully addressing. You will note some improvements that have taken place at the park and around the community center along with pickleball lines being painted. Pickleball should start next week. The KCC and KPPCSD are splitting the cost for a water bottle refill fountain by the recreation building that should be of benefit to all users of the park.
- I walked three paths this past month with some of the Pathkeepers and we have a zoom with the County Supervisor to continue looking at seeing the paths are properly cared for.

The KFPD and KPPCSD had about a one hour long discussion with Ridgeline to review and discuss in more detail all the documents that will need to be gathered and presented to Ridgeline as they begin the Reorganization Fiscal Study.



Kensington Police Protection & Community Services District

Date: March 05, 2024
To: Board of Directors
From: Rosa Ruiz
Subject: Parks Report

Community Center Events:

1. Once again, voting for the primary election occurred at the Community Center, Room 3, on Tuesday, March 5th, from 7 AM to 8 PM.
2. The stairs leading to the amphitheater, when exiting the center from the back door, have finally been repaired. Along with that repair, a new wooden gas meter box was repaired and repainted, located near Room 3.
3. As usual, the private events are running smoothly; currently, there are three major private events for March, and more to come.
4. There has been an increase in ants, spiders, crickets, and a couple of centipedes here and there. The Community Center needs a consistent pest control service. Banner Pest Services will provide services once a month. They will concentrate on the Center's interior and exterior with eco-friendly products.

Park:

1. All garbage maintenance at the park has been consistent, and there is no overflow in the trash bins.
2. I am happy to say that the District has a new pickleball net. It's a portable, sleek black powder-coated steel frame, which makes it quick and easy to set up with a carry bag—still trying to determine the logistics of the rental process. Coming soon.

Recreation Office Report prepared by Jenny Parks Kensington Community Council March 1, 2024

KASEP:

KASEP Spring Registration opens March 5th at 7pm for kindergarten and 7:30 for grades 1-6. Spring session begins March 18th and runs through May 31st.

On February 28th - There was an email sent to the school community from the WCCUSD that schools and afterschool programs should close due to a widespread threat. There was no other information and no specific threat to our area. I spoke to the KPD who also said there was no specific threat to the area so we kept our classes open for the remaining hour of classes.

Spring Break- no KASEP classes -March 29 - April 5th

KCC Summer Camp:

KCC will offer 10 weeks of Summer Camp. Beginning June 10th and running through August 16th.

We received several calls and emails regarding the nonresident increase in camp costs. I asked them to contact the KPPCSD with their concerns.

Registration for Summer Camp opened February 27th at 7pm. Campers must be entering 1st grade through 6th grade fall of 2024. Week 10 of camp is full but the rest of the weeks still have space remaining.

Adult Classes

Tai Chi with Nobuo Nishi is on Wednesdays & Fridays 9:30-11am -Community Center

Strength & Balance Yoga Tuesdays 8:30am & Thursdays 11:30am-Community Center

Cardio Dance Class each Friday 11:15-12:15, Community Center

Family Yoga Sundays in front of the Recreation Building/Room A on rainy days

Mediterranean cooking in the CC kitchen, Tuesdays evening 6:00-8:00pm

Jewelry Making class Friday, March 22nd, 6-8pm at the Recreation Building.

KCC & Other:

I met with GM Aranda on 2/28 to discuss new pickleball courts and drinking fountain installation.

Voting in Room 3 all day March 5th, no Yoga but KASEP classes will still be held.

Rosa Ruiz

From: David Aranda
Sent: Monday, February 26, 2024 10:46 AM
To: Rosa Ruiz
Subject: Fwd: KPPCSD/Kensington Park Assessment District Distribution

Please print out
Sent from my iPhone

Begin forwarded message:

From: Chris Wong <Chris.Wong@ac.cccounty.us>
Date: February 26, 2024 at 10:23:04 AM PST
To: David Aranda <DAranda@kppcsd.org>
Cc: Peter Karumbi <Peter.Karumbi@ac.cccounty.us>, Mary Bowes-Tobol <Mary.Bowes-Tobol@ac.cccounty.us>, Dorothy Lim <Dorothy.Lim@ac.cccounty.us>
Subject: RE: KPPCSD/Kensington Park Assessment District Distribution

Good morning David,

The LAIF investments from fund 388001 were liquidated and a portion transferred to cover the negative cash in 388000

The remaining balances, if any, will not be transferred until the April settlement.

In April, during the settlement process, we will determine the cash balance and either

1. Hold back negative cash from the settlement
2. Distribute excess cash after settlement.

Between now and April, further property tax apportionments are expected that may change the cash balance for the combined funds.

Chris Wong
Auditor-Controller Division Manager
Property Tax
Contra Costa County Office of the Auditor-Controller
Phone: (925) 608-9318

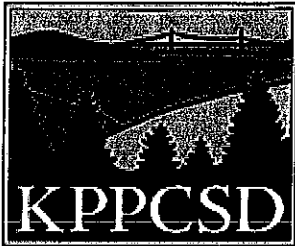
From: David Aranda <DAranda@kppcsd.org>
Sent: Thursday, February 22, 2024 9:40 AM
To: Chris Wong <Chris.Wong@ac.cccounty.us>
Subject: RE: KPPCSD/Kensington Park Assessment District Distribution

Hi Chris. I would appreciate you letting me know what the status is of the park bond true up and seeing the balance remaining deposited in our Five Star Checking Account. Thanks David.

David Aranda
Interim General Manager

Kensington

Police Protection & Community Services District



510-526-4141 | Main

510-960-0716 | Cell

510-440-5410 | Fax

Email: DAranda@kppcsd.org

10940 San Pablo Avenue | El Cerrito, CA. 94530



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From: Chris Wong <Chris.Wong@ac.cccounty.us>
Sent: Monday, January 22, 2024 9:30 AM
To: David Aranda <DAranda@kppcsd.org>
Subject: RE: KPPCSD/Kensington Park Assessment District Distribution

Yes, I'll block off the time on my calendar. Call on the 4141 or the 0716 number?

From: David Aranda <DAranda@kppcsd.org>
Sent: Monday, January 22, 2024 9:26 AM
To: Chris Wong <Chris.Wong@ac.cccounty.us>
Cc: TAX Treasury Group <CCCTreasury@tax.cccounty.us>; Peter Karumbi <Peter.Karumbi@ac.cccounty.us>; Mary Bowes-Tobol <Mary.Bowes-Tobol@ac.cccounty.us>; Dorothy Lim <Dorothy.Lim@ac.cccounty.us>
Subject: RE: KPPCSD/Kensington Park Assessment District Distribution

Would you mind calling me at 11 a.m. this morning? Thanks David.

David Aranda
Interim General Manager

<image006.png>

Kensington Police Protection & Community Services District



510-526-4141 | Main

510-960-0716 | Cell

510-440-5410 | Fax

Email: DAranda@kppcsd.org

10940 San Pablo Avenue | El Cerrito, CA. 94530

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From: Chris Wong <Chris.Wong@ac.cccounty.us>

Sent: Monday, January 22, 2024 9:24 AM

To: David Aranda <DAranda@kppcsd.org>

Cc: TAX Treasury Group <CCCTreasury@tax.cccounty.us>; Peter Karumbi

<Peter.Karumbi@ac.cccounty.us>; Mary Bowes-Tobol <Mary.Bowes-Tobol@ac.cccounty.us>; Dorothy

Lim <Dorothy.Lim@ac.cccounty.us>

Subject: RE: KPPCSD/Kensington Park Assessment District Distribution

Good morning David, yes, I'll be available this morning from 11-12 or this afternoon anywhere from 3-5.

Do you have a preferred time?

From: David Aranda <DAranda@kppcsd.org>

Sent: Monday, January 22, 2024 9:22 AM

To: Chris Wong <Chris.Wong@ac.cccounty.us>

Cc: TAX Treasury Group <CCCTreasury@tax.cccounty.us>; Peter Karumbi

<Peter.Karumbi@ac.cccounty.us>; Mary Bowes-Tobol <Mary.Bowes-Tobol@ac.cccounty.us>; Dorothy

Lim <Dorothy.Lim@ac.cccounty.us>

Subject: RE: KPPCSD/Kensington Park Assessment District Distribution

Hi Chris. Are you available for a quick phone call so I better understand all this? 661-300-1231? Thanks David.

David Aranda
Interim General Manager

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Kensington Police Protection & Community Services District

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510-526-4141 | Main

510-960-0716 | Cell

510-440-5410 | Fax

Email: DAranda@kppcsd.org

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From: Chris Wong <Chris.Wong@ac.cccounty.us>

Sent: Wednesday, January 17, 2024 11:45 AM

To: David Aranda <DAranda@kppcsd.org>

Cc: TAX Treasury Group <CCCTreasury@tax.cccounty.us>; Peter Karumbi <Peter.Karumbi@ac.cccounty.us>; Mary Bowes-Tobol <Mary.Bowes-Tobol@ac.cccounty.us>; Dorothy Lim <Dorothy.Lim@ac.cccounty.us>

Subject: KPPCSD/Kensington Park Assessment District Distribution

Good morning David,

We are calculating the cash balances for the various funds for the Kensington Police Protection and Community Services District.

The District has fund 388000/388001 which was for a 1915 Act Bond special assessment that matured in 19/20 for the Kensington Park Assessment District.

Fund 388001 has a balance in the Investments (0210). In order to liquidate the investment of 93,430.00, I've attached the form from the County Treasury to authorize them to liquidate the investment.

Can you sign, scan and return the signed copy?

Our General Accounting Division will reach out to you afterwards for the District to provide instructions to move the cash from 388001 to fund 388000 to cover the negative cash balance currently in 388000.

I've attached the combined trial balance, as of today, for these two funds.

Any cash deficiency will be trued up by the April Property Tax Settlement.

Any cash surplus, not distributed by the Property Tax Settlement (Going forward, should only be for property tax revenues apportioned in the current fiscal year) will be remitted to the District.

There are certainly limitations to using the data presented to assess Kensington's compliance with state regulations, as discussed in a 2006-2020 report.⁴ However, it appears that Kensington residents and businesses are doing an admirable job in keeping solid waste out of landfill by generating less waste and effectively recycling and composting.

In March 2018, the district amended the 2015 Bay View agreement to require that quarterly reports provide separate estimates of customer participation in the recycling program and in the yard waste program. However, the 2023 reports only provide averages for the two. Recyclables are picked up by one crew, whereas organics are picked up by another. Therefore, it should not be difficult to obtain separate estimates, and it seems that should be done, in particular to better assess participation in the organics program.

SB 1383 requires waste haulers to periodically inspect the different waste containers for contamination by improper materials. During the four sample weeks in 2023, Bay View noted a total of only 21 instances of "Recycling Contamination" (blue carts) and 4 of "Hazardous Material in can/recycling" (gray and/or blue carts). No information was provided for green carts, so as to estimate how many customers are still disposing of significant amounts of food waste in their garbage carts. The reports do not indicate what, if any, action is taken to notify customers of improper disposal.

Two years ago, to comply with SB 1383, Bay View provided all customers with color-specific containers, and chose carts that could be mechanically dumped into the back of the collection truck. Many customers leave the carts at or near the curb for days, some even permanently – possibly because they have no place to store them, which are bulkier than cans of the same capacity, or because it is difficult to move the heavier carts to the street, which may be significantly above or below house level and may involve stairs, or simply because it is more convenient. However, Contra Costa County has an ordinance prohibiting trash containers from being left out for more than 36 hours.⁵ Bay View has notified Kensington customers of this regulation in the last three newsletters, but that has had little effect. Although Kensington's streets and sidewalks are not district property, as a community services provider, KPPCSD should work with the county to address this issue.

Finally, Bay View is doing a commendable job of providing educational information for Kensington residents in its triannual newsletters. It's like an old mantra of Kensington police officers⁶ – "Educating the Educated."

Footnotes

1. Numbers are rounded off; more precise data is provided in the attached file, BV Solid Waste Data.xlsx.
2. From the January 2024 Bay View newsletter.
3. Based on the number and size of containers, and frequency of pick-ups, it is estimated that residential and apartment households account for 90% of Kensington's garbage. Calculation for garbage: 1130 tons x 0.9, x 2000 pounds/ton, ÷ 52 pick-ups/year, ÷ 2173 households, = 18 pounds/pick-up, ÷ 1.3 pounds/gallon (approximate per EPA), = 14 gallons/household/week. Based on the same approximations, the amount is 20 gallons for organics and 9 gallons for recyclables.
4. See BV Solid Waste Report 2006-2020.docx, sent to the district in 2021, for methodologies.
5. Contra Costa County Ordinance 720-2.006 prohibits garbage cans being left in public view from a street, highway or private road for more than 36 hours.
6. Source not verified.

Municipal Solid Waste Collected and Disposed of by Bay View Refuse & Recycling: 2017-2023

Prepared by A. Stevens Delk, PhD

There were two notable advances in the KPPCSD Waste Management Program in 2023.

During the second year of combining food waste and related materials with yard debris for composting, 20% more organic waste was diverted from landfill than in the first year of the service.¹ In 2023, 47% of Kensington's solid waste was converted into more environmentally appropriate compost, whereas only 32% had been processed into ground cover when only yard waste was allowed. Coupled with recycling, residents and businesses diverted 67% of their solid waste from landfill – a noteworthy accomplishment.

The annual September general cleanup was expanded to include material previously not allowed. And for the first time, not everything was taken to landfill. Hard to dispose of hazardous waste, such as paint, batteries and electronics, as well as bulky items like mattresses, refrigerators and reportedly two pianos, were kept separate and either disposed of at the hazardous waste facility or recycled. Approximately three times more material was collected than the average for 2021 and 2022, and 20% of it was diverted from landfill.² Bay View Refuse & Recycling is to be commended for the 2023 Great Kensington Clean Up!

With implementation of composting in February 2022, landfill garbage decreased from the previous five-year average of 1400 tons per year to 1100 in 2023. Whereas yard debris alone had been 1000 tons a year, with food-related waste being added, that increased to 1600 tons. The data are illustrated in the upper graph of Figure 1. The lower graph shows that the percentages of each category displayed a similar pattern, with a decrease in garbage from an average of 44% to 34%, and an increase in organics from 32% to 45%. The data also show that the amount for recyclables decreased slightly in 2023, perhaps because more pizza boxes, soiled paper, *etc.*, were put in green carts rather than blue ones.

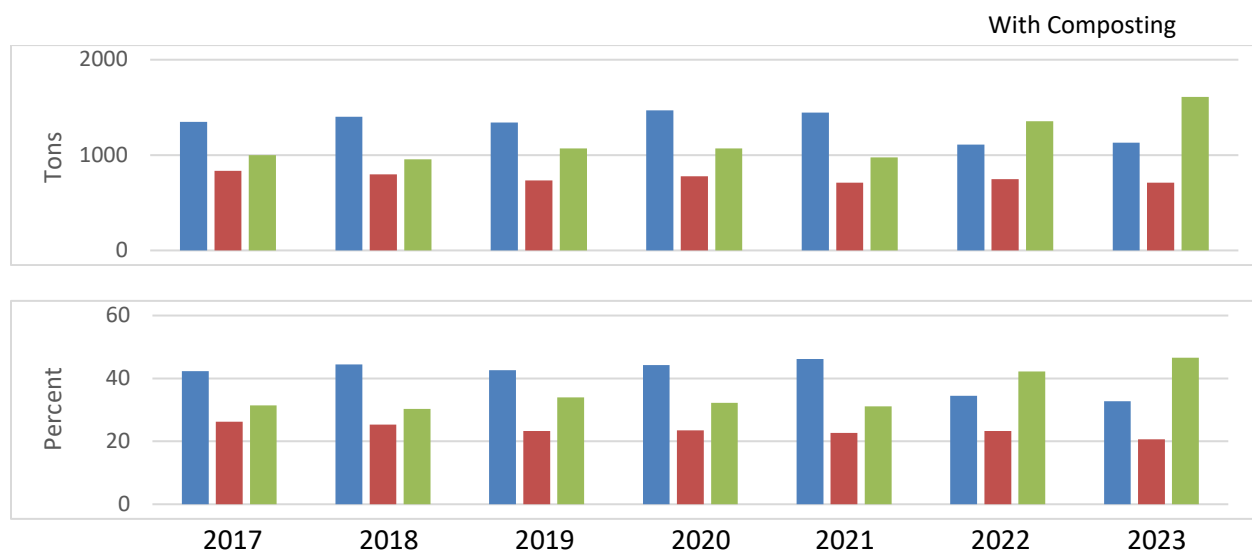


Figure 1. Annual tonnages (upper graph) and percentages (lower graph) of garbage (blue/left), recyclables (red/middle) and organics (green/right).

The total amount of waste collected has been relatively constant during the last seven years. However, with the new composting service, residential customers decreased the amount of material discarded in garbage cans, from an average of 23 pounds (17 gallons) per household per week to 18 pounds (14 gallons).³ Concurrently, the average amount of organics (yard debris plus food-related waste) increased by 65% to 20 gallons per week. Many residents think allowing “unlimited yard waste” is very important, if not essential, but the actual amount collected is much less than realized and the standard 65-gallon green cart is more than adequate for most customers – most weeks. Bay View is probably not impacted significantly by residential customers occasionally setting out extra containers of yard waste – that is, having unlimited yard waste pick-up should not be a factor in determining rates.

The percentage of solid waste directly diverted from landfill, relative to total waste, is generally referred to as the “diversion rate.”⁴ Separating food-related waste from garbage increased Kensington’s diversion rate from the 2017-2021 average of 56% to 67% in 2023.

In 2011, SB 1383 set a goal of “75% Recycling” by 2020. To assess compliance, CalRecycle adopted a “non-technical definition” of recycling that included “source reduction” – that is, acquiring less material that will need to be thrown away.⁴ Using this methodology, “diversion rate equivalent” increased from an average of 82% to 86% in 2023. Kensington residents and businesses are exceeding the 75% goal, but are short of what is considered “zero waste” – $\geq 90\%$. Diversion rates and diversion rate equivalents are shown in Figure 2.

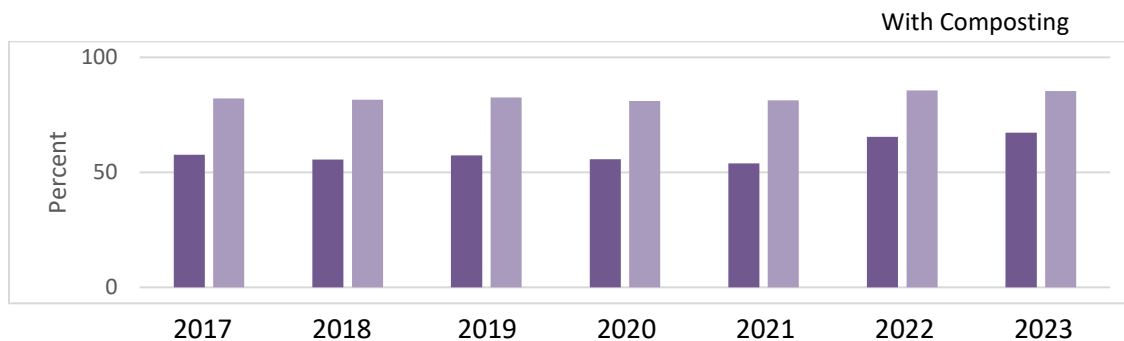


Figure 2. Diversion rate (dark/left) and diversion rate equivalent (light/right).

The total amount of waste collected by Bay View during the last seven years averaged 3.3 pounds per person per day (PPD). With separation of food waste from garbage, the amount of waste sent directly to landfill decreased from 1.4 to 1.1 PPD in 2023, as illustrated in Figure 3.

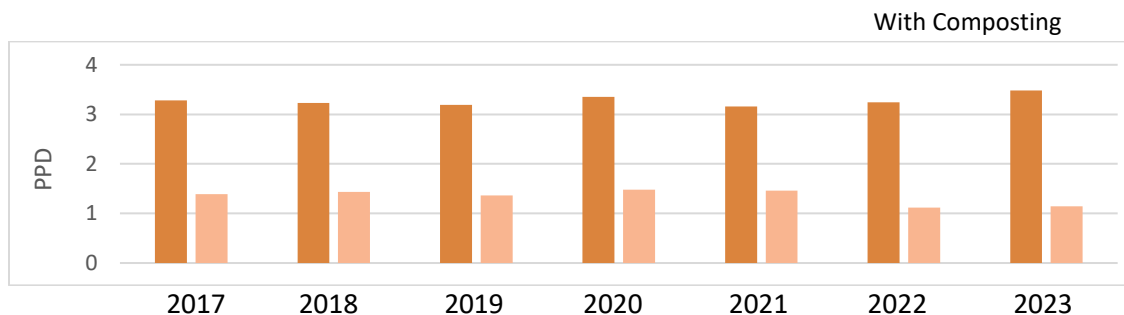


Figure 3. Total waste generated (dark/left) and waste landfilled (light/right).

There are certainly limitations to using the data presented to assess Kensington’s compliance with state regulations, as discussed in a 2006-2020 report.⁴ However, it appears that Kensington residents and businesses are doing an admirable job in keeping solid waste out of landfill by generating less waste and effectively recycling and composting.

In March 2018, the district amended the 2015 Bay View agreement to require that quarterly reports provide separate estimates of customer participation in the recycling program and in the yard waste program. However, the 2023 reports only provide averages for the two. Recyclables are picked up by one crew, whereas organics are picked up by another. Therefore, it should not be difficult to obtain separate estimates, and it seems that should be done, in particular to better assess participation in the organics program.

SB 1383 requires waste haulers to periodically inspect the different waste containers for contamination by improper materials. During the four sample weeks in 2023, Bay View noted a total of only 21 instances of “Recycling Contamination” (blue carts) and 4 of “Hazardous Material in can/recycling” (gray and/or blue carts). No information was provided for green carts, so as to estimate how many customers are still disposing of significant amounts of food waste in their garbage carts. The reports do not indicate what, if any, action is taken to notify customers of improper disposal.

Two years ago, to comply with SB 1383, Bay View provided all customers with color-specific containers, and chose carts that could be mechanically dumped into the back of the collection truck. Many customers leave the carts at or near the curb for days, some even permanently – possibly because they have no place to store them, which are bulkier than cans of the same capacity, or because it is difficult to move the heavier carts to the street, which may be significantly above or below house level and may involve stairs, or simply because it is more convenient. However, Contra Costa County has an ordinance prohibiting trash containers from being left out for more than 36 hours.⁵ Bay View has notified Kensington customers of this regulation in the last three newsletters, but that has had little effect. Although Kensington’s streets and sidewalks are not district property, as a community services provider, KPPCSD should work with the county to address this issue.

Finally, Bay View is doing a commendable job of providing educational information for Kensington residents in its triannual newsletters. It’s like an old mantra of Kensington police officers⁶ – “Educating the Educated.”

Footnotes

1. Numbers are rounded off; more precise data is provided in the attached file, BV Solid Waste Data.xlsx.
2. From the January 2024 Bay View newsletter.
3. Based on the number and size of containers, and frequency of pick-ups, it is estimated that residential and apartment households account for 90% of Kensington’s garbage. Calculation for garbage: 1130 tons x 0.9, x 2000 pounds/ton, ÷ 52 pick-ups/year, ÷ 2173 households, = 18 pounds/pick-up, ÷ 1.3 pounds/gallon (approximate per EPA), = 14 gallons/household/week. Based on the same approximations, the amount is 20 gallons for organics and 9 gallons for recyclables.
4. See BV Solid Waste Report 2006-2020.docx, sent to the district in 2021, for methodologies.
5. Contra Costa County Ordinance 720-2.006 prohibits garbage cans being left in public view from a street, highway or private road for more than 36 hours.
6. Source not verified.

BV Solid Waste Data

Year	Fig. 1 Upper			Tot Tons	Fig. 1 Lower			Tot Tons	R+O Tons	Fig. 2		Fig. 3	
	Grb Tons	Rec Tons	Org Tons		Grb %	Rec %	Org %			DR %	DRE %	Gen PPD	Grb PPD
2005	1775	1008	883	3666	48.4	27.5	24.1	3666	1891	51.6	75.4	3.96	1.92
2006	1628	1039	805	3472	46.9	29.9	23.2	3472	1844	53.1	77.5	3.75	1.76
2007	1351	984	809	3144	43.0	31.3	25.7	3144	1793	57.0	81.3	3.39	1.46
2008	1393	975	877	3245	42.9	30.0	27.0	3245	1852	57.1	80.7	3.50	1.50
2009	1320	870	948	3138	42.1	27.7	30.2	3138	1818	57.9	81.7	3.39	1.42
2010	1254	874	912	3040	41.3	28.8	30.0	3040	1786	58.8	82.6	3.28	1.35
2011	1247	881	935	3063	40.7	28.8	30.5	3063	1816	59.3	82.9	3.28	1.34
2012	1125	845	891	2861	39.3	29.5	31.1	2861	1736	60.7	84.6	3.05	1.20
2013	1186	819	870	2875	41.3	28.5	30.3	2875	1689	58.7	83.9	3.04	1.25
2014	1185	824	902	2911	40.7	28.3	31.0	2911	1726	59.3	84.0	3.06	1.25
2015	1136	794	908	2838	40.0	28.0	32.0	2838	1702	60.0	84.8	2.96	1.19
2016	1264	836	989	3089	40.9	27.1	32.0	3089	1825	59.1	83.2	3.20	1.31
2017	1349	836	1000	3185	42.4	26.2	31.4	3185	1836	57.6	82.2	3.28	1.39
2018	1401	798	955	3154	44.4	25.3	30.3	3154	1753	55.6	81.6	3.23	1.43
2019	1341	733	1069	3143	42.7	23.3	34.0	3143	1802	57.3	82.5	3.19	1.36
2020	1469	778	1071	3318	44.3	23.4	32.3	3318	1849	55.7	81.0	3.35	1.48
2021	1446	710	976	3132	46.2	22.7	31.2	3132	1686	53.8	81.3	3.16	1.46
2022	1109	748	1356	3213	34.5	23.3	42.2	3213	2104	65.5	85.6	3.24	1.12
2023	1131	712	1609	3452	32.8	20.6	46.6	3452	2321	67.2	85.4	3.48	1.14
Ave '17-'21	1401	771	1014	3186	44.0	24.2	31.8	3186	1785	56.0	81.7	3.24	1.43
Ave '22-'23	1120	730	1483	3333	33.6	21.9	44.5	3333	2213	66.4	85.5	3.36	1.13
	Grb	Rec	Org	Tot	Grb	Rec	Org	Tot	R+O	DR	DRE	Gen	Grb

Abbreviations: Grb, garbage to landfill; Rec, recyclables; Org, organics (yard debris only before 2022); Tot, total solid waste; R+O, recyclables plus organics; DR, diversion rate; DRE, diversion rate equivalent; Gen, generated; PPD, pounds per person per day.

For PPD, US Census values for Kensington's population were used as follows: 2005-2010, 5077 (2010 Census); 2020-2023, 5428 (2020 Census); 2011-2019, gradual increments between 5077 and 5428.

Figure 1 Upper. Tons of Garbage (Grb), Recyclables (Rec) and Yard Debris (Yrd).

Figure 1 Lower. Percents Garbage (Grb), Recyclables (Rec) and Organics (Org) relative to Total Waste (Tot).

Figure 2. Diversion Rates (DR) and Diversion Rate Equivalent (DRE).

Figure 3. Pounds per Person per Day (PPD) for Waste Generated (Gen) and Landfilled Garbage (Grb).