

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

AGENDA

A Special Meeting (Closed Session) of the Board of Directors of the Kensington Police Protection and Community Services District will be held **Thursday, January 9, 2014, at 6:30 P.M.**, at the Community Center, 59 Arlington Avenue, Kensington, California. The Board will commence its monthly Regular Meeting in open session at **7:30 P.M.**. If further Closed Door Session is required, the Board will return to Closed Door Session following the end of the Regular Meeting.

Roll Call
Public Comments

SPECIAL MEETING; CLOSED SESSION 6:30 P.M.

1. Conference with Labor Negotiators (Government Code Section 54957.6)
Agency Representatives: Patricia Gillette and Chuck Toombs
Employee Organization: Kensington Police Officers Association

REGULAR MEETING; OPEN SESSION 7:30 P.M.

The Board will return to Open Session at approximately 7:15 PM and report out on the Closed Door Session.

A Regular Meeting of the Board of Directors of the Kensington Police Protection and Community Services District will be held **Thursday, January 9, 2013, at 7:30 P.M.**, at the Community Center, 59 Arlington Avenue, Kensington, California.

Note: All proceedings of the open session meeting will be videotaped.

Roll Call
Public Comments
Board Member/ Staff Comments

APPROVAL OF CONSENT CALENDAR

- a) Minutes of the Special & Regular Meeting December 12, 2013, Page 3
- b) Profit & Loss Budget Performance for December 2013, Page 13
- c) Park Revenue & Expenses Report for December 2013, Page 19
- d) Board Member Reports- None
- e) Training & Reimbursement Reports- None
- f) Correspondence, Page 27
- g) Police Department Update, Page 31
- h) Monthly Calendar, Page 43
- i) Recreation Report- None Received as of 1/3/14
- j) General Manager's Report, Page 45

DISTRICT - NEW BUSINESS

1. The Park Buildings Committee will present the following recommendations and proposed motions to the Board:
 - a. That the KPPCSD Board (the "Board") endorse moving forward with a possible June 2014 primary election ballot measure for the approval of general obligation bonds ("Bond Measure") to fund building safety improvements and renovations to the Kensington Community Center.
 - b. That the Board enter into an amendment to the current contract with Godbe Research in the form attached hereto as Exhibit A, to add the work of the Lew Edwards Group as detailed in the amended contract for an additional amount not to exceed \$5,000 such that the total amount due under the contract with Godbe Research shall not exceed \$23,500.
 - c. That the Board enter into a contract with NHA Advisors, to serve as financial advisors to the District in conjunction with the Bond Measure, in the form attached hereto as Exhibit B. The Board recognized that NHA Advisors will be compensated solely from the bond proceeds generated by a successful election and issuance of general obligation bonds.

- d. That the Board enter into a contract with Chris Lynch of Jones Hall to serve as bond counsel to the District in conjunction with the Bond Measure, the form attached hereto as Exhibit C. The Board recognizes that Jones Hall will be compensated solely from bond proceeds generated by a successful election and issuance of general obligation bonds.
- e. That the Board authorize spending up to \$12,500 in legal fees to engage its outside legal counsel, Hanson Bridgett, to review documents and provide impartial guidance related to the Bond Measure.

Board Action. Page 48

- 2. KPPCSD Board President Len Welsh will appoint and publicly announce the members of the standing committees and Board Coordinators for the 2014 calendar year pursuant KPPCSD Board Policy 4060.1. Board Action. Page 80

(If needed, the Board will return to Closed Session following the end of the Regular Open Session meeting.)

ADJOURNMENT

General Information

Accessible Public Meetings

NOTE: UPON REQUEST THE KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT WILL PROVIDE WRITTEN AGENDA MATERIALS IN APPROPRIATE ALTERNATIVE FORMATS, OR DISABILITY-RELATED MODIFICATION OR DISABILITIES TO PARTICIPATE IN PUBLIC MEETINGS. PLEASE SEND A WRITTEN REQUEST, INCLUDING YOUR NAME, MAILING ADDRESS, PHONE NUMBER AND A BRIEF DESCRIPTION OF THE REQUESTED MATERIALS AND PREFERRED ALTERNATIVE FORMAT OR AUXILIARY AID OR SERVICE AT LEAST 2 DAYS BEFORE THE MEETING. REQUESTS SHOULD BE SENT TO:

General Manager/ Chief of Police Greg Harman, Kensington Police Protection & Community Services District, 217 Arlington Ave, Kensington, CA 94707
POSTED: Public Safety Building-Colusa Food-Library-Arlington Kiosk- and at www.kensingtoncalifornia.org
Complete agenda packets are available at the Public Safety Building and the Library.

All public records that relate to an open session item of a meeting of the Kensington Police Protection & Community Services 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, 217 Arlington Ave, Kensington, CA 94707 at the same time that those records are distributed or made available to a majority of the Board.

Meeting Minutes for 12/12/2013

AGENDA

A Special Meeting of the Board of Directors (BOD) of the Kensington Police Protection and Community Services District (KPPCSD) was held Thursday, December 12, 2013, 6:30 PM, at the Community Center, 59 Arlington Avenue, Kensington, California. The Regular Monthly Meeting of the Board of Directors (BOD) followed the conclusion of the Special Meeting.

ATTENDEES

<u>Elected Members</u>	<u>Members of the Public/Presenters</u>
Tony Lloyd, President	John Stein
Patricia Gillette, Vice President	Randi Weiss
Linda Lipscomb, Director	Rosalyn Heimberg
Charles Toombs, Director	Allison Schutte, Hanson Bridgett
Len Welsh, Director	Rick Simonson, HF&H
<u>Staff Members</u>	Melissa Holmes Snyder
GM/COP Gregory Harman	Leonard Schwartzburd
Sgt. Keith Barrow	Bill Stanton
Lynn Wolter, District Administrator	Marina Gutierrez
<u>Press</u>	Mabry Benson
Joel Koosed, Outlook	Jack Griffith
	Anthony Knight
	Elena Caruthers
	Lewis Figone, Bay View Refuse
	Mrs. Figone
	Kim Christie, Bay View Refuse
	Haig Harris, Bay View Refuse
	Karl Kruger
	Gloria Morrison
	Paul Dorroh
	Vida Dorroh
	Bruce Morrow
	Lorraine Osmundson
	Katie Gluck
	Celia Concus
	Peter van Leif
	Gayle Tapscott
	Susan Sorenson
	Catherine Lew, Lew Edwards
	Bryan Godbe, Godbe Research

Board President Tony Lloyd called the meeting to order at 6:37 PM and took roll call. Director Toombs, Director Lipscomb, Vice President Gillette, Director Welsh, President Lloyd, General Manager/Chief of Police Harman, and District Administrator Wolter were present.

PUBLIC COMMENTS

None

CLOSED SESSION

At 6:38, the Board entered into Closed Session to confer with Labor Negotiators (Government Code Section 54957.6). Agency Representatives: Patricia Gillette and Chuck Toombs. Employee Organization: Kensington Police Officers Association.

OPEN SESSION

At 7:31 PM, the Board returned to Open Session.

President Lloyd reported that, during its Closed Session, the Board discussed collective bargaining with the Kensington Police Officers Association. He said that discussions were continuing and that progress was being made.

President Lloyd took roll call. All Directors, GM/COP Harman, and District Administrator Wolter were present.

PUBLIC COMMENTS

Joseph Holmes stated that the monastery (3.4 acres and adjacent to Blake Gardens) was for sale for \$1.95 million. He suggested that the community consider purchasing the property.

Mabry Benson questioned why the County couldn't install stop signs at the intersection of Arlington and Rincon Avenues.

BOARD COMMENTS

Director Lipscomb reported that the Policy Committee had met earlier in the week and that progress was being made on the Policy Manual. Director Lipscomb commended Barbara Dilts for her work as a Committee member and said that the next meeting would be held January 14, 2014. She concluded by saying that the Committee was going through the Policy Manual, which was based on the CSDA Sample Manual, and streamlining it where possible.

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Director Lipscomb reported that a teardrop style light fixture had been installed at the intersection of Arlington Avenue and Ardmore. She encouraged residents to take a look at it and provide feedback.

Director Lipscomb reported that an appeal of the six AT&T cell towers, which were approved by the County Planning Commission, would be heard on December 17, 2013 at 9:30 AM. She said that the Commission had determined that the KMAC Small Lot Ordinance did not apply to cell towers and that citing health effects and property value impacts would not be a basis for residents objecting.

President Lloyd asked Director Lipscomb about the anticipated Policy Manual timeline. She replied that she hoped the proposed amendments would be ready by June 2014.

In response to Joseph Holmes' public comments, Vice President Gillette said that she thought it would be a good idea to purchase the Monastery, but she didn't know how the community could afford it.

Vice President Gillette reported that the drug store was going out of business and that she was concerned about this.

Vice President Gillette said that this was her one-year anniversary serving on the District Board. She thanked the community for its support and commented on the changed tenor of the Board meetings.

Vice President Gillette reported that the negotiating team was continuing to work and that she hoped to have something to report in a few months.

Director Welsh reported that he was pleased with the regulatory response to last year's Chevron release, which resulted from years of deferred maintenance. He said that Cal-OSHA, which is tasked with monitoring, had improved regulations and had made plans to increase inspection staff.

President Lloyd reported that there had been a meeting with Supervisor John Gioia about the intersection of Rincon and Arlington Avenues. He said that those involved were actively pursuing possible improvements.

STAFF COMMENTS

Adding to President Lloyd's comments, GM/COP Harman reported that Supervisor Gioia and other County representatives had met with parents about this intersection and that Office Ramos, who attended the meeting in the GM/COP's stead, had noted that many drivers had found the intersection's signal confusing. Recommendations that emerged from the meeting were to add signage ("Prepare to Stop") and to move the limit line.

CONSENT CALENDAR

**MOTION: Director Toombs moved, and Director Welsh seconded, that the Board accept the Consent Calendar.
Motion passed 5 to 0.**

AYES: Lloyd, Gillette, Lipscomb, Toombs, Welsh NOES: 0 ABSENT:

DISTRICT OLD BUSINESS

1. The District held a Proposition 218 Public Hearing in response to Bay View Refuse's request for an increase to mini-can rates, 32-gallon can rates, and all other rates to be effective January 1, 2014. The notice for this hearing had already been mailed to all customers.

President Lloyd asked GM/COP Harman and Rick Simonson, of HF&H, to summarize the events that had led to the Proposition 218 Hearing.

GM/COP Harman provided a recent history of events, and Mr. Simonson reviewed the proposed rates. Mr. Simonson explained that the proposed rates would result in an overall increase of 21%, with the mini-can rate increasing 44.8% so that it would be better aligned with the costs incurred to provide service for this sized can.

GM/COP reviewed the steps that had been taken, with respect to providing notice to ratepayers about the proposed rate changes and the Proposition 218 Hearing. He stated that, on October 25, 2013, notices, which explained the amounts and the purpose of the proposed rate increases, had been mailed to Kensington's ratepayers. He further stated that the Proposition 218 information had appeared in the Kensington Outlook and that notices had been posted at the library, on the kiosk, and on the District's website. GM/COP concluded by reporting that the District had received 19 letters protesting the proposed rate increases.

President Lloyd called for public comments.

Randi Weiss stated that she objected to the proposed 44.8% increase in the mini-can rate because it would penalize residents for reducing waste.

Gloria Morrison agreed with Ms. Weiss and said that the proposed rate increases were unwise and unfair. She said that the biggest burden would be borne by those generating the least amount of garbage and that she would prefer to see uniform percentage rate increases.

Mabry Benson said she would like people to think about the overall cost for the removal of recyclables and trash.

Another resident said she objected to the substantial increase in the mini-can rate. She cited that there had been a 20% increase in mini-can subscription since its introduction,

that the franchise agreement was a problem, and that she would prefer the Board to adopt the Option 2 proposed rates.

Peter van Leif, who identified himself as a senior citizen, said that the cumulative increase in Social Security over the past 16 years was equal to the proposed one-year increase in the mini-can rate. He also said that he'd like to see the Outlook publish a history of the rates since 1997.

Rosalyn Heimburg said that she uses only half a 20-gallon can and wondered if anyone was questioning Bay View Refuse's extraordinarily high expenses. She also said that, when the District goes out for bids in 2015, she would like to see everything questioned, with respect to service.

Susan Sorenson said that she would like to see service expanded to include batteries and kitchen waste. She also encouraged everyone to cut the service in half and then receive credits for this from Bay View.

Randi Weiss asked if the mini-can rate could be adjusted downward or if he proposed rates needed to be accepted.

Allison Schutte responded that, to meet revenue requirements, the District would need to accept the rates as noticed. She said that Prop. 218 hearings afforded residents the opportunity to express their opinions but that, only if more than 50% of residents had objected, then the Board could reconsider the proposed rates.

Vice President Gillette clarified that the current contract required a certain level of revenue and that, when the District solicits RFPs, the Board would seek better rates and service.

Director Lipscomb summarized the HF& H rate review, which ascertained that Bay View Refuse's expenses were reasonable, by industry standards. She said that the proposed rates should generate the level of revenue needed to meet the contractual profit obligation of 12%.

Vida Dorroh asked that a future contract allow for backyard service.

Director Toombs said that the mini-can users needed to pay more so that they're no longer subsidized by other sized can users.

Karl Kruger said that he was surprised that residents were upset about garbage rates but not about legal fees.

Director Toombs responded by saying that the settlement with Bay View resulted in what the District had offered prior to Bay View pursuing arbitration: a rate review.

Rick Simonson concluded by saying that this was not just about can costs – it was about recycling, yard waste, and garbage – and that many communities had been dealing with this same situation.

Allison Schutte concluded by saying that the Board had met all legal requirements, with respect to the Prop. 218 Hearing.

**MOTION: Director Toombs moved, and Director Welsh seconded, that the public hearing be closed.
Motion passed 5 to 0.**

AYES: Lloyd, Gillette, Lipscomb, Toombs, Welsh NOES: 0 ABSENT:

Vice President Gillette said that the goal was to get through this contract and then to move onto a new contract that would embrace all the things that members of the community had expressed.

President Lloyd said that members of the Board were members of the community, too, and that they would be paying these rates for service.

**MOTION: Director Toombs moved, and Director Welsh seconded, that the Board accept the recommended rates, which were listed in the mailed Prop. 218 Hearing notices.
Motion passed 5 to 0.**

AYES: Lloyd, Gillette, Lipscomb, Toombs, Welsh NOES: 0 ABSENT:

DISTRICT NEW BUSINESS

1. Bryan Godbe of Godbe Research presented the findings of the survey of District voters to evaluate the feasibility of a potential future revenue measure to help fund improvements to the Community Center. The Board discussed the survey results and direction for a possible revenue ballot measure to be considered by the voters at a future election.

Director Toombs, Chairman of the Parks Building Committee, summarized the recent work of the Parks Building Committee, especially the recent telephone survey. He introduced Bryan Godbe, of Godbe Research, and Catherine Lew, of the Lew Edwards Group.

Mr. Godbe summarized the methodology used and the findings derived from the survey. While referring to a handout he had prepared, Mr. Godbe described the steps that had been taken throughout the survey process: from the actual survey, which had been conducted between November 7 and November 16th; through the various findings derived; to the conclusions drawn. Based on these, Mr. Godbe concluded that there would be a good likelihood of success, with at least two-thirds supportive votes, if the Board

chose to place a \$14 per \$100 of assessed value per parcel bond measure, to fund improvements to the Community Center, on the June 2014 ballot.

At 9:45, Director Toombs noted that the Board needed to consider a motion to extend the meeting past 10:00 PM.

MOTION: Director Toombs moved, and Director Lipscomb seconded, that the meeting be extended until the Board had completed all the business on its agenda. Motion passed 5 to 0.

AYES: Lloyd, Gillette, Lipscomb, Toombs, Welsh NOES: 0 ABSENT:

Director Toombs said that, in January 2014, the Board would need to make a decision whether or not to move forward with placing a measure on the ballot.

John Stein, a member of the Park Buildings Committee, summarized the purpose of the Godbe survey. He said it was conducted to ascertain how residents would likely vote. He thanked Bryan Godbe, Director Toombs, Director Lipscomb, Lisa Caronna, Jack Griffith, and Andrew Reed for their work with the committee. Mr. Stein said that three KPPCSD positions would appear on the November ballot. Therefore, it seemed likely that the June ballot would likely offer better success for a measure soliciting support for park building funds.

Mr. Stein concluded by saying that the Park Buildings Committee would prepare a timeline and that, should the Board decide to move forward, the paperwork for the measure would need to be filed by the first week in March.

Catherine Lew, President and CEO of Lew Edwards, introduced herself and said that her company had been involved with about 600 projects during the prior 30 years. She said that her independent review of the Godbe survey results caused her to be optimistic about a June election. As such, Ms. Lew recommended that the Board take action, at a Special Meeting at the end of February, to place a General Obligation Bond measure on the June 2014 ballot.

Ms. Lew further recommended that that a Message Training be scheduled for January; that information be placed on the District website; that community presentations be made; and that three informational mailings be sent to the community in January, February and March. Ms. Lew recommended that, subsequent to these steps, all efforts be transferred to an independent campaign committee.

Director Toombs said that the \$24,000, which the Board had previously authorized for Godbe's consulting and survey work, included services provided by Ms. Lew and that among the services that Ms. Lew would provide would be assisting the independent committee that would educate the community.

Director Lipscomb said that this would be a good time to place a bond measure on the ballot because of the current low rates.

President Lloyd said that he would like to proceed, provided there would be a balanced approach to the District's finances.

Director Welsh inquired whether the proposed bond amount would cover everything. Director Toombs responded that the bond amount would be supplemented by \$300,000 of District funds and between \$225,000 and \$250,000 of funds from the Kensington Community Council.

Director Welsh said there would need to be community education.

Vice President Gillette said that she believed the measure would be successful and that this would be money well spent because the District needs to make the community attractive to new young families.

Director Toombs concluded the discussion, thanking Mr. Godbe and Ms. Lew and saying that, in January, the Board would need to make a decision whether to move forward.

2. The Board discussed the General Manager/Chief of Police's eligibility for a 1% merit increase for the contract period July 1, 2012 to June 30, 2013.

President Lloyd provided background information. He said that last year, the GM/COP had earned a 5% salary increase for performance and that Board had, at that time, implemented a merit compensation program. He said that the merit portion of the compensation package was discretionary and couldn't be paid until the end of the year. President Lloyd said that he had found GM/COP Harman's performance more than satisfactory. President Lloyd concluded by saying that the Board had the option to grant a 1% merit increase, and he solicited Board discussion.

Director Lipscomb said she was very pleased to report that the GM/COP had performed very well and that he had met or exceeded his goals and objectives. She said that she had also looked at the COP salaries for other nearby and/or similar agencies:

Albany	\$164,532
El Cerrito	\$178,939
Piedmont	\$172,692
Broadmoor	\$162,000

Director Lipscomb said that a 1% merit increase would equal \$1,500 over the course of one year and that she favored the 1% increase.

Vice President Gillette said that the 1% increase would be effective as of July 1, 2013. She said that she appreciated all that GM/COP Harman had done. She said he was dedicated, that he was performing at a high level, and that he was doing all he could to

make the District better. However, she said she had reservations about the money associated with a 1% merit increase.

Director Welsh said he had been very impressed by GM/COP Harman's performance. As such, Director Welsh said that the GM/COP had more than earned the 1% increase.

Director Toombs said he believed that GM/COP Harman had done a good job. He said that this increase would bring the GM/COP closer to parity with his peers, who do the COP job - not both the COP and GM jobs. He said that talent costs money.

Vice President Gillette noted that the police officers had not received a raise for three years.

President Lloyd asked for public comments.

Mabry Benson said that, because GM/COP Harman had refused to provide access to public records, he should not be granted a 1% merit increase.

President Lloyd responded, saying that he disagreed with Ms. Benson's statement that the GM/COP had unlawfully withheld records.

Director Welsh said that the GM/COP Harman's salary appears not to be at market level.

John Stein said that the 1% merit increase had been well earned, that GM/COP Harman had done an unbelievable job in a hard environment, although the past year had been better. Mr. Stein said that the District had financial issues that were greater than the 1% merit increase and pay for the officers.

Mr. Stein added that GM/COP Harman's salary was below market; that it did not reflect the fact that the GM/COP was doing two jobs; and that the community would learn, upon GM/COP Harman's retirement, just how expensive it would be to replace him.

Mr. Stein went on to say that something was very wrong, when the Fire District had more money than they knew what to with and the KPPCSD didn't have enough to cover expenses. He said that the Fire District had spent \$3,500 every year for a holiday party for El Cerrito firefighters and their families.

Mr. Stein concluded by saying that, on an average per-household basis, the Fire District received \$1,000 more per year than the Police District.

Director Lipscomb said that GM/COP Harman was a good and brave man and that he had made two arrests in the prior week.

MOTION: Vice President Gillette moved, and Director Welsh seconded, that the Board grant a 1% merit increase to the General Manager/Chief of Police. Motion passed 5 to 0.

AYES: Lloyd, Gillette, Lipscomb, Toombs, Welsh NOES: 0 ABSENT:

3. The Board President led the Board discussion about the Board's and General Manager's Goals and Objectives for the 2014 Calendar year.

President Lloyd said that the Board, in prior Closed Sessions, had set nine goals and corresponding objectives. President Lloyd reviewed the matrix of goals and objectives, which was included in the Board Packet.

MOTION: Director Welsh moved, and Director Toombs seconded, the adoption of the goals and objectives proposed for the General Manager/Chief of Police. Motion passed 5 to 0.

AYES: Lloyd, Gillette, Lipscomb, Toombs, Welsh NOES: 0 ABSENT:

4. The Board held its election of Board Officers for the 2014 calendar year.

President Lloyd called for nominations for Board President.

Director Lipscomb nominated Director Welsh. Vice President Gillette seconded the nomination.

President Lloyd closed the nominations, and by unanimous vote, Director Welsh was elected.

President Lloyd asked for nominations for Board Vice President.

Vice President Gillette nominated Director Lipscomb. Director Toombs seconded the nomination.

President Lloyd closed the nominations and, by a vote of 4 to one, Director Lipscomb was elected.

Ayes: Welsh, Gillette, Toombs, Lloyd Noes: Lipscomb

The Board thanked President Lloyd for the good job he had done. President Lloyd complimented the Board and said that serving as President had been a good experience.

The meeting was adjourned at 11:11 PM.

Memorandum

Kensington Police Department



To: KPPCSD Board of Directors

APPROVED YES NO

From: Gregory E. Harman, General Manager/ Chief of Police

Date: Friday, January 03, 2014

FORWARDED TO:

Subject: Consent Calendar Item B- Unaudited Profit & Loss Report

For the month of December, the Unaudited Profit & Loss Budget Performance Report is attached for review.

Variances in revenue and expenses for the month, as well as year to date fiscal projections can be found in the "Budget" portion of the General Manager's Report.

KPPCSD
Unaudited Profit & Loss Budget Performance
December 2013

	<u>Dec 13</u>	<u>Budget</u>	<u>Jul - Dec 13</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
Ordinary Income/Expense					
Income					
400 · Police Activities Re...					
401 · Levy Tax	0.00	0.00	1,202,067.99	1,286,000.00	1,286,000.00
402 · Special Tax-Police	0.00		0.00	680,000.00	680,000.00
403 · Misc Tax-Police	0.00		66.70	0.00	0.00
404 · Measure G Suppl...	0.00		0.00	486,986.00	486,986.00
410 · Police Fees/Servi...	111.35	375.00	954.80	750.00	1,500.00
414 · POST Reimburse...	217.56		1,699.70	1,000.00	2,000.00
415 · Grants-Police	18,241.46	0.00	18,241.46	0.00	0.00
416 · Interest-Police	0.00		0.00	750.00	3,000.00
417 · Police Asset Sale	0.00		0.00	0.00	0.00
418 · Misc Police Inco...	1,919.23	1,500.00	8,142.03	9,000.00	18,000.00
419 · Supplemental W/...	0.00		0.00	0.00	0.00
Total 400 · Police Activiti...	<u>20,489.60</u>	<u>1,875.00</u>	<u>1,231,172.68</u>	<u>2,464,486.00</u>	<u>2,477,486.00</u>
420 · Park/Rec Activities...					
424 · Special Tax-L&L	0.00		0.00	33,000.00	33,000.00
426 · Park Donations	0.00		0.00	0.00	0.00
427 · Community Cent...	3,582.50	1,800.00	9,785.50	13,600.00	25,000.00
435 · Grants-Park/Rec	0.00		0.00	0.00	0.00
436 · Interest-Park/Rec	0.00		0.00	50.00	200.00
438 · Misc Park/Rec Rev	40.00	0.00	296.00	250.00	500.00
Total 420 · Park/Rec Acti...	<u>3,622.50</u>	<u>1,800.00</u>	<u>10,081.50</u>	<u>46,900.00</u>	<u>58,700.00</u>
440 · District Activities R...					
448 · Franchise Fees	7,397.65		7,397.65	7,000.00	21,000.00
456 · Interest-District	0.00		0.00	125.00	500.00
458 · Misc District Rev...	0.00		0.00	0.00	0.00
Total 440 · District Activi...	<u>7,397.65</u>		<u>7,397.65</u>	<u>7,125.00</u>	<u>21,500.00</u>
Total Income	31,509.75	3,675.00	1,248,651.83	2,518,511.00	2,557,686.00
Expense					

KPPCSD
Unaudited Profit & Loss Budget Performance
 December 2013

	Dec 13	Budget	Jul - Dec 13	YTD Budget	Annual Budget
500 · Police Sal & Ben					
502 · Salary - Officers	79,523.14	78,002.75	467,306.07	468,016.50	936,033.00
504 · Compensated Ab...	0.00		8,063.20	6,700.00	10,000.00
506 · Overtime	10,215.62	3,333.33	28,716.04	20,000.02	40,000.00
508 · Salary - Non-Swo...	4,414.38	4,333.33	27,956.78	26,000.02	52,000.00
516 · Uniform Allowance	666.60	666.67	3,999.60	3,999.98	8,000.00
518 · Safety Equipment	0.00	625.00	0.00	1,250.00	2,500.00
521-A · Medical/Vision...	1,456.89	14,800.25	85,791.12	88,801.50	177,603.00
521-R · Medical/Vision...	1,551.32	13,902.42	68,127.36	83,414.48	166,829.00
521-T · Medical/Vision/...	0.00		42,818.00		-21,109.00
522 · Insurance - Police	52.30	436.67	2,809.30	2,619.98	5,240.00
523 · Social Security/...	1,382.68	1,263.92	6,124.75	7,583.52	15,167.00
524 · Social Security - ...	307.01	268.67	1,766.62	1,611.98	3,224.00
527 · PERS - District P...	29,250.79	28,696.17	171,918.03	172,177.02	344,354.00
528 · PERS - Officers ...	7,217.06	7,080.25	42,417.37	42,481.50	84,963.00
530 · Workers Comp	10,302.00	11,500.00	30,906.00	34,500.00	46,000.00
540 · Advanced Indust...	-290.91		0.00	0.00	0.00
Total 500 · Police Sal & ...	146,048.88	164,909.43	988,720.24	959,156.50	1,870,804.00
550 · Other Police Expen...					
552 · Expendable Poli...	209.17	125.00	284.12	750.00	1,500.00
553 · Range/Ammuniti...	0.00	250.00	2,209.47	1,500.00	3,000.00
560 · Crossing Guard	894.33	1,006.10	4,024.47	4,024.40	10,061.00
562 · Vehicle Operation	2,226.69	5,000.00	18,382.93	30,000.00	60,000.00
564 · Communications...	0.00	10,000.00	51,102.45	79,460.00	154,460.00
566 · Radio Maintenanc...	67.62	159.09	-15.37	954.55	21,750.00
568 · Prisoner/Case Ex...	0.00	450.00	2,918.98	2,700.00	5,400.00
570 · Training	0.00	833.33	6,915.15	5,000.02	10,000.00
572 · Recruiting	0.00	541.67	929.00	3,249.98	6,500.00
574 · Reserve Officers	0.00	337.50	74.04	2,025.00	4,050.00
576 · Misc. Dues, Meal...	50.00		2,420.00	1,975.00	2,075.00
580 · Utilities - Police	1,293.08	716.67	4,169.38	4,299.98	8,600.00
581 · Bldg Repairs/Mai...	0.00		148.63	500.00	500.00
582 · Expendable Offic...	134.11	500.00	2,429.11	3,000.00	6,000.00

KPPCSD
Unaudited Profit & Loss Budget Performance
December 2013

	<u>Dec 13</u>	<u>Budget</u>	<u>Jul - Dec 13</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
586 · Machine Mainten...	0.00		0.00	0.00	0.00
588 · Telephone(+Rich...	838.23	712.00	4,872.62	4,272.00	8,544.00
590 · Housekeeping	316.80	333.33	1,691.54	2,000.02	4,000.00
592 · Publications	1,950.00	183.33	1,908.30	1,100.02	2,200.00
594 · Community Polic...	14.95		25.10	550.00	2,000.00
596 · WEST-NET/CAL I...	0.00		13,386.00	13,386.00	13,386.00
598 · COPS Special Fu...	0.00		0.00	0.00	0.00
599 · Police Taxes Ad...	0.00		1,645.02	1,650.00	3,300.00
550 · Other Police Exp...	0.00		41.61		
Total 550 · Other Police ...	7,994.98	21,148.02	119,562.55	162,396.97	327,326.00
600 · Park/Rec Sal & Ben					
601 · Park & Rec Admi...	537.25	541.67	3,308.75	3,249.98	6,500.00
602 · Custodian	1,750.00	1,750.00	10,500.00	10,500.00	21,000.00
623 · Social Security/...	0.00	41.42	212.05	248.48	497.00
Total 600 · Park/Rec Sal ...	2,287.25	2,333.09	14,020.80	13,998.46	27,997.00
635 · Park/Recreation Ex...					
640 · Community Cent...					
642 · Utilities-Comm...	474.56	448.00	2,228.75	2,688.00	5,376.00
643 · Janitorial Supp...	15.18		597.90	600.00	750.00
646 · Community Ce...	47.15		2,639.91	500.00	2,000.00
Total 640 · Community...	536.89	448.00	5,466.56	3,788.00	8,126.00
660 · Annex Expenses					
662 · Utilities - Annex	0.00		508.51	0.00	0.00
666 · Annex Repairs	0.00		0.00	0.00	0.00
668 · Misc Annex Ex...	0.00		0.00	0.00	0.00
Total 660 · Annex Exp...	0.00		508.51	0.00	0.00
672 · Kensington Park ...	425.00	7,369.33	22,917.76	44,216.02	88,432.00
678 · Misc Park/Rec E...	0.00		170.00	0.00	0.00
Total 635 · Park/Recreati...	961.89	7,817.33	29,062.83	48,004.02	96,558.00

KPPCSD
Unaudited Profit & Loss Budget Performance
 December 2013

	<u>Dec 13</u>	<u>Budget</u>	<u>Jul - Dec 13</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
800 · District Expenses					
810 · Computer Mainte...	3,060.63	2,292.00	19,012.38	13,752.00	27,504.00
820 · Cannon Copier C...	286.23	475.00	2,640.43	2,850.00	5,700.00
830 · Legal (District/Pe...	35.00	5,833.33	85,044.09	35,000.02	70,000.00
835 · Consulting	0.00		20,800.00		3,000.00
840 · Accounting	0.00	4,062.50	15,541.25	24,375.00	48,750.00
850 · Insurance	0.00		28,522.26	30,000.00	30,000.00
860 · Election	0.00		0.00	0.00	0.00
865 · Police Bldg. Lease	15,757.00		31,514.00	15,757.00	31,514.00
870 · County Expendit...	0.00		852.14	7,000.00	19,900.00
890 · Waste/Recycle	249.35	4,500.00	44,785.93	27,000.00	54,000.00
898 · Misc. Expenses	0.00	858.33	8,369.69	5,150.02	10,300.00
Total 800 · District Expe...	<u>19,388.21</u>	<u>18,021.16</u>	<u>257,082.17</u>	<u>160,884.04</u>	<u>300,668.00</u>
950 · Capital Outlay					
962 · Patrol Cars	0.00		33,192.03	25,000.00	25,000.00
963 · Patrol Car Acces...	0.00		0.00	10,000.00	10,000.00
968 · Office Furn/Eq	106.67		106.67		
969 · Computer Equip...	1,395.00		22,196.82	16,250.00	16,250.00
Total 950 · Capital Outlay	<u>1,501.67</u>		<u>55,495.52</u>	<u>51,250.00</u>	<u>51,250.00</u>
Total Expense	<u>178,182.88</u>	<u>214,229.03</u>	<u>1,463,944.11</u>	<u>1,395,689.99</u>	<u>2,674,603.00</u>
Net Ordinary Income	-146,673.13	-210,554.03	-215,292.28	1,122,821.01	-116,917.00
Other Income/Expense					
Other Expense					
700 · Bond Issue Expens...					
710 · Bond Admin.	0.00		4,584.49		
720 · Bond Principal	0.00		120,230.37		
730 · Bond Interest	0.00		23,161.56		
Total 700 · Bond Issue E...	<u>0.00</u>		<u>147,976.42</u>		

8:43 PM
01/03/14
Accrual Basis

KPPCSD
Unaudited Profit & Loss Budget Performance
December 2013

	<u>Dec 13</u>	<u>Budget</u>	<u>Jul - Dec 13</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
Total Other Expense	0.00		147,976.42		
Net Other Income	0.00	0.00	-147,976.42	0.00	0.00
Net Income	<u>-146,673.13</u>	<u>-210,554.03</u>	<u>-363,268.70</u>	<u>1,122,821.01</u>	<u>-116,917.00</u>

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Memorandum

Kensington Police Department



To: KPPCSD Board of Directors

APPROVED YES NO

From: Gregory E. Harman, General Manager/ Chief of Police

Date: Friday, January 03, 2014

FORWARDED TO:

Subject: Consent Calendar Item C- Park Revenue & Expenses

The KPPCSD Board and the Park Buildings Committee has requested a separate and detailed accounting of park revenues and expenses.

This information is obtained through our QuickBooks software. Revenue and expenses from July 1, 2013 through December 31, 2013 is attached to this memo.

8:48 PM
 01/03/14
 Accrual Basis

KPPCSD
Account QuickReport
 July 1, 2013 through January 3, 2014

Type	Date	Num	Name	Memo	Split	Amount
420 · Park/Rec Activities Revenue						
427 · Community Center Revenue						
Deposit	7/12/2013	512		CC Rental 6-...	112 · General ...	300.00
Deposit	7/12/2013	2954		July Rent fro...	112 · General ...	45.00
Deposit	7/12/2013	3005		CC Rental 7-...	112 · General ...	700.00
Deposit	8/7/2013	2132		CC Rental S...	112 · General ...	150.00
Deposit	8/7/2013	2130		CC Rental	112 · General ...	600.00
Deposit	8/7/2013	1158		CC Rental	112 · General ...	975.00
Deposit	8/7/2013	3523		CC Rental	112 · General ...	700.00
Deposit	9/5/2013	2962		Wake Up to ...	112 · General ...	45.00
Deposit	9/5/2013	1053		CC Rental 9-...	112 · General ...	1,100.00
Deposit	9/5/2013	1118		East Bay Coll...	112 · General ...	598.00
Deposit	9/30/2013	2977		Wake Up to ...	112 · General ...	45.00
Deposit	10/22/2013	382		CC Rental on...	112 · General ...	450.00
Deposit	10/22/2013	2342		CC Rental 10...	112 · General ...	450.00
Deposit	10/22/2013	3209...		Alanon Mtg ...	112 · General ...	45.00
Deposit	12/5/2013	6266		CC Rental	112 · General ...	750.00
Deposit	12/5/2013	110		CC Rental	112 · General ...	300.00
Deposit	12/5/2013	5118		CC Rental	112 · General ...	487.50
Deposit	12/5/2013	1388		CC Rental	112 · General ...	225.00
Deposit	12/5/2013	983		CC Rental	112 · General ...	250.00
Deposit	12/5/2013	224		CC Rental	112 · General ...	250.00
Deposit	12/5/2013	2793		CC Rental	112 · General ...	525.00
Deposit	12/5/2013	1436		CC Rental	112 · General ...	450.00
Deposit	12/5/2013	40609		CC Rental	112 · General ...	300.00
Deposit	12/5/2013	2995		Wake Up to ...	112 · General ...	45.00
Total 427 · Community Center Revenue						9,785.50
438 · Misc Park/Rec Rev						
Deposit	7/12/2013	3898		Tennis Court ...	112 · General ...	40.00
Deposit	9/5/2013	4025		Tennis Court ...	112 · General ...	40.00
Deposit	9/5/2013	3358		Tennis Court ...	112 · General ...	64.00
Deposit	10/22/2013	3369		Tennis Court ...	112 · General ...	112.00
Deposit	12/5/2013	4087		Tennis Court ...	112 · General ...	40.00

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Accrual Basis

KPPCSD
Account QuickReport
July 1, 2013 through January 3, 2014

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Split</u>	<u>Amount</u>
Total 438 · Misc Park/Rec Rev						<u>296.00</u>
Total 420 · Park/Rec Activities Revenue						<u>10,081.50</u>
TOTAL						<u>10,081.50</u>

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KPPCSD
Account QuickReport
 July 1, 2013 through January 3, 2014

Type	Date	Num	Name	Memo	Split	Amount
600 · Park/Rec Sal & Ben						
601 · Park & Rec Administrator						
Paycheck	7/15/2013		Di Napoli, Andrea		112 · General ...	277.25
Paycheck	7/30/2013		Di Napoli, Andrea		112 · General ...	326.00
Paycheck	8/15/2013		Di Napoli, Andrea		112 · General ...	293.00
Paycheck	8/29/2013		Di Napoli, Andrea		112 · General ...	281.25
Paycheck	9/13/2013		Di Napoli, Andrea		112 · General ...	283.25
Paycheck	9/30/2013		Di Napoli, Andrea		112 · General ...	57.00
Paycheck	10/15/2013		Di Napoli, Andrea		112 · General ...	333.00
Paycheck	10/30/2013		Di Napoli, Andrea		112 · General ...	346.00
Paycheck	11/15/2013		Di Napoli, Andrea		112 · General ...	290.25
Paycheck	11/29/2013		Di Napoli, Andrea		112 · General ...	284.50
Paycheck	12/13/2013		Di Napoli, Andrea		112 · General ...	270.75
Paycheck	12/30/2013		Di Napoli, Andrea		112 · General ...	266.50
Total 601 · Park & Rec Administrator						3,308.75
602 · Custodian						
Check	7/15/2013	14838	William Driscoll	Com. Center ...	112 · General ...	875.00
Check	7/30/2013	14864	William Driscoll	Com. Center ...	112 · General ...	875.00
Check	8/15/2013	14898	William Driscoll	Com. Center ...	112 · General ...	875.00
Check	8/30/2013	14927	William Driscoll	Com. Center ...	112 · General ...	875.00
Check	9/13/2013	14955	William Driscoll	Community C...	112 · General ...	875.00
Check	9/30/2013	14990	William Driscoll	Community C...	112 · General ...	875.00
Check	10/15/2013	15035	William Driscoll	Community C...	112 · General ...	875.00
Check	10/30/2013	15062	William Driscoll	Community C...	112 · General ...	875.00
Check	11/15/2013	15104	William Driscoll	Community C...	112 · General ...	875.00
Check	11/29/2013	15193	William Driscoll	Community C...	112 · General ...	875.00
Check	12/13/2013	15226	William Driscoll	Community C...	112 · General ...	875.00
Check	12/30/2013	15247	William Driscoll	Community C...	112 · General ...	875.00
Total 602 · Custodian						10,500.00
623 · Social Security/Medicare - Dist						
General Journal	7/15/2013	SS A...		07/01-07/15/13	523 · Social S...	21.21
General Journal	7/30/2013	SS A...		07/16-07/31/13	523 · Social S...	24.94
General Journal	8/15/2013	SS A...		08/01-08/15/13	523 · Social S...	22.42

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01/03/14
Accrual Basis

KPPCSD
Account QuickReport
July 1, 2013 through January 3, 2014

Type	Date	Num	Name	Memo	Split	Amount
General Journal	8/30/2013	SS A...		08/16-08/31/13	523 · Social S...	21.52
General Journal	9/15/2013	SS A...		09/01-09/15/13	523 · Social S...	21.67
General Journal	9/30/2013	SS A...		09/16-09/30/13	523 · Social S...	4.36
General Journal	10/15/2013	SS A...		10/01-10/15/13	523 · Social S...	25.48
General Journal	10/30/2013	SS A...		10/16-10/31/13	523 · Social S...	26.47
General Journal	11/15/2013	SS A...		11/01-11/15/13	523 · Social S...	22.21
General Journal	11/30/2013	SS A...		11/16-11/30/13	523 · Social S...	21.77
Total 623 · Social Security/Medicare - Dist						212.05
Total 600 · Park/Rec Sal & Ben						14,020.80
TOTAL						14,020.80

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 01/03/14
 Accrual Basis

KPPCSD
Account QuickReport
 July 1, 2013 through January 3, 2014

Type	Date	Num	Name	Memo	Split	Amount
635 · Park/Recreation Expenses						
640 · Community Center Expenses						
642 · Utilities-Community Center						
General Journal	7/1/2013	REV ...	CCC Treasurer's Of...		210 · Account...	-668.26
Check	7/15/2013	14840	Pacific Telemanage...	Pay Phone C...	112 · General ...	78.00
Check	7/30/2013	14862	EBMUD	840 Coventry	112 · General ...	26.87
Check	7/30/2013	14873	PG&E	Community C...	112 · General ...	223.45
Check	7/30/2013	14892	Pacific Telemanage...	Pay Phone C...	112 · General ...	78.00
Check	8/30/2013	14924	PG&E	Community C...	112 · General ...	232.51
Check	8/30/2013	14926	EBMUD	2 Arlmont - C...	112 · General ...	388.98
Check	9/13/2013	14958	Pacific Telemanage...	Pay Phone C...	112 · General ...	78.00
Check	9/13/2013	14964	Olivero Plumbing Co.	Com. Center ...	112 · General ...	115.00
Check	9/30/2013	14993	PG&E	Community C...	112 · General ...	197.03
Check	9/30/2013	14996	EBMUD	840 Coventry...	112 · General ...	29.34
Check	10/15/2013	15038	Pacific Telemanage...	Pay Phone C...	112 · General ...	78.00
Check	10/30/2013	15061	EBMUD	2 Arlmont 8/1...	112 · General ...	304.58
Check	10/30/2013	15068	PG&E	Community C...	112 · General ...	197.85
Check	11/15/2013	15105	Pacific Telemanage...	Pay Phone N...	112 · General ...	78.00
Check	11/15/2013	15182	EBMUD	840 Coventry	112 · General ...	29.34
Check	11/15/2013	15185	PG&E	Community C...	112 · General ...	209.50
Check	11/29/2013	15214	Pacific Telemanage...	Pay Phone D...	112 · General ...	78.00
Check	12/30/2013	15248	EBMUD	2 Arlmont 10/...	112 · General ...	234.50
Check	12/30/2013	15249	PG&E	Community C...	112 · General ...	240.06
Total 642 · Utilities-Community Center						2,228.75
643 · Janitorial Supplies						
General Journal	7/1/2013	REV ...	CCC Treasurer's Of...		210 · Account...	-185.23
Check	7/15/2013	14839	UBS	Janitorial sup...	112 · General ...	185.23
Check	9/30/2013	15008	UBS	Com. Center ...	112 · General ...	582.72
Check	12/13/2013	15231	Kensington Home a...	Trash bags	112 · General ...	15.18
Total 643 · Janitorial Supplies						597.90
646 · Community Center Repairs						
Check	7/30/2013	14889	Summer Rain Land...	650 sq ft. of s...	112 · General ...	1,200.00
Check	8/15/2013	14918	Summer Rain Land...	8 yards of ba...	112 · General ...	400.00

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KPPCSD
Account QuickReport
 July 1, 2013 through January 3, 2014

Type	Date	Num	Name	Memo	Split	Amount
Check	9/30/2013	15025	Summer Rain Land...	Tree trimmin...	112 · General ...	180.00
Check	10/30/2013	15083	Summer Rain Land...	Tree trimmin...	112 · General ...	65.00
Check	11/15/2013	15177	Kensington Home a...	9/28/13 - 10/...	112 · General ...	23.85
Check	11/15/2013	15180	Summer Rain Land...	Repaiars to ir...	112 · General ...	95.00
Check	11/29/2013	15192	KEL-AIRE	service call, r...	112 · General ...	248.91
Check	11/29/2013	15217	Summer Rain Land...	Brush remov...	112 · General ...	380.00
Check	12/13/2013	15231	Kensington Home a...	Plumbing rep...	112 · General ...	47.15
Total 646 · Community Center Repairs						2,639.91
Total 640 · Community Center Expenses						5,466.56
660 · Annex Expenses						
662 · Utilities - Annex						
General Journal	7/1/2013	REV ...	CCC Treasurer's Of...		210 · Account...	-94.15
Check	7/30/2013	14862	EBMUD	1 Windsor (S...	112 · General ...	188.30
Check	9/30/2013	14996	EBMUD	1 Windsor - ...	112 · General ...	230.54
Check	11/15/2013	15182	EBMUD	1 Windsor - s...	112 · General ...	183.82
Total 662 · Utilities - Annex						508.51
Total 660 · Annex Expenses						508.51
672 · Kensington Park O&M						
General Journal	7/1/2013	NBS	NBS Government Fi...	JUL-SEP 2013	710 · Bond Ad...	1,073.29
General Journal	7/1/2013	REV ...	CCC Treasurer's Of...		210 · Account...	-1,113.80
Check	7/15/2013	14829	Summer Rain Land...	Drinking foun...	112 · General ...	85.00
Check	7/15/2013	14839	UBS	June 2013 P...	112 · General ...	432.00
Check	7/30/2013	14862	EBMUD	1 Windsor (Ir...	112 · General ...	1,363.60
Check	7/30/2013	14866	Summer Rain Land...	Park Repairs	112 · General ...	0.00
Check	7/30/2013	14889	Summer Rain Land...	July monthly ...	112 · General ...	2,050.00
Check	7/30/2013	14889	Summer Rain Land...	2 yards of ba...	112 · General ...	240.00
Check	7/30/2013	14889	Summer Rain Land...	Repair of ste...	112 · General ...	180.00
Check	7/30/2013	14889	Summer Rain Land...	removal of br...	112 · General ...	80.00
Check	7/30/2013	14889	Summer Rain Land...	trouble shoot ...	112 · General ...	140.00
General Journal	7/30/2013	CK 1...	Summer Rain Land...	For CHK 148...	112 · General ...	640.00
General Journal	8/9/2013	VD C...	Summer Rain Land...	Reverse of G...	112 · General ...	-640.00

KPPCSD
Account QuickReport
 July 1, 2013 through January 3, 2014

Type	Date	Num	Name	Memo	Split	Amount
Check	8/15/2013	14905	UBS	July 2013 Pa...	112 · General ...	432.00
Check	8/15/2013	14918	Summer Rain Land...	Irrigation rep...	112 · General ...	430.00
Check	8/30/2013	14930	William Driscoll	Park Restroo...	112 · General ...	425.00
Check	9/13/2013	14963	Summer Rain Land...	Park Monthly...	112 · General ...	2,050.00
Check	9/13/2013	14976	Kensington Home a...	Park restroom	112 · General ...	13.48
Check	9/30/2013	14990	William Driscoll	Park Restro...	112 · General ...	425.00
Check	9/30/2013	14996	EBMUD	1 Windsor - Ir...	112 · General ...	1,390.74
Check	9/30/2013	15011	NBS Government Fi...	Inv. #913000...	112 · General ...	1,098.83
Check	9/30/2013	15025	Summer Rain Land...	Park Monthly...	112 · General ...	2,260.00
Check	10/30/2013	15062	William Driscoll	Park Rest. M...	112 · General ...	425.00
Check	10/30/2013	15083	Summer Rain Land...	Park Monthly...	112 · General ...	3,980.00
Check	11/15/2013	15180	Summer Rain Land...	Repairs to fie...	112 · General ...	185.00
Check	11/15/2013	15182	EBMUD	1 Windsor - ir...	112 · General ...	1,592.62
Check	11/29/2013	15193	William Driscoll	Park Restroo...	112 · General ...	425.00
Check	11/29/2013	15217	Summer Rain Land...	Tree Remova...	112 · General ...	780.00
Check	11/29/2013	15217	Summer Rain Land...	Monthly fee - ...	112 · General ...	2,050.00
Check	12/30/2013	15247	William Driscoll	Restroom Cl...	112 · General ...	425.00
Total 672 · Kensington Park O&M						22,917.76
678 · Misc Park/Rec Expense						
General Journal	7/1/2013	REV ...	CCC Treasurer's Of...		210 · Account...	-24.69
Check	7/15/2013	14844	BPXpress	Copies of Par...	112 · General ...	24.69
Check	10/30/2013	15081	California Park & R...	Membership t...	112 · General ...	170.00
Total 678 · Misc Park/Rec Expense						170.00
Total 635 · Park/Recreation Expenses						29,062.83
TOTAL						29,062.83

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Memorandum

Kensington Police Department



To: KPPCSD Board of Directors

APPROVED YES NO

From: Gregory E. Harman, General Manager/ Chief of Police

Date: Friday, January 03, 2014

FORWARDED TO:

Subject: Consent Calendar Item F- Correspondence

Attached is the District correspondence received for the month of December.

Item #1- December 2nd, letters received from Mrs. S. P. Waters regarding the Carmelite Monastery.

Item #2- December 20th, Card and note from the Carmelite Nuns.

December 2, 2013

John Gioia, Supervisor
Contra Costa County, District 10
11780 San Pablo Ave.
El Cerrito, Ca. 94530

Dear Supervisor Gioia:

This week, many Kensington neighbors will be paying their Real Estate Taxes: **BUT** will the tax-exempt Carmelite Monastery - abandoned since 2010 and now quietly being sold - pay any?

Any "change of use" from this religious institution will require official County action. We ask that you take substantial steps in preventing the continued secrecy and arrogance from affecting our neighborhood.

For decades, neighbors' reasonable and lawful entreaties were ignored and we could not even identify a legally responsible property owner. Now at the time of sale, the still unidentifiable owners should not be allowed to take advantage of neighbors' indulgence and religious respect. We want you to help us compel the sellers to fully execute -before clearing Escrow- full compliance with all Kensington view-ordinances, as well as make repairs to common fences and facilities damaged by unattended Monastery trees.

Finally, we ask you join us in insisting that the sale of this vacant Monastery property should be conditioned upon an enforceable pledge to make no change to the current "single family residential" zoning designation, with all applicable height, light and use restrictions.

We are a neighborhood here and while we have in the past been stymied by the inaction of the Carmelites, we are still totally dedicated to protecting our emotional and financial investment in our neighborhood.

Wishing you Happy Holidays, I am

Mrs. S.P. Waters

Kensington, 94707

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Hello Kensington Neighbor,

We are some Kensington residents who think you, if not already aware, should know about the possibility of a local problem.

The deserted 3.5 acre Carmelite Monastery at 68 Rincon Rd. in back of Blake Gardens, is listed for sale. For decades, many of us had pleaded with the Carmelite Sisters to respect Ordinances and the rights of neighbors. We offered to pay to thin and window the fast-growing trees they kept planting which blocked our sunlight and view, as well as actually encroaching into our yards and gardens. They made idle promises but just kept planting, *with none of us having the heart to actually sue the Carmelite Sisters.*

Now there are even stronger reasons to be concerned about our neighborhood - the possibility of subdivisions, height restrictions on any remodeling, change-of-use, noise, lighting, changes in the limited access roads and traffic modifications. We certainly don't want to interfere with Korman & Ng, selling the site but since they will not respond to our inquiries, we do want to ascertain our rights & properties are finally respected and restored.

Fortunately John Gioia is our District Supervisor. He is aware of the issues & has always been ready to recognize the concerns of his constituents. It is important that he know that a good many of us in caring about our neighborhood are somewhat alarmed by the Realtor seemingly ignoring very real issues. We want Supervisor Gioia to intervene on our behalf.

Please call him and also write to him, which will emphasize our interest and concerns.

Thanks and Happy Holidays,

Mrs. S. P. Waters

i.net

Contact:

Supervisor JOHN GIOIA Contra Costa County, District 10

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A Holy Day has dawned upon us;
and all ye Nations adore the Lord.

For today a great Light
Has descended upon the earth.

from the Mass of Christmas Day



Masses at our Cristo Rey Chapel

December 24, 2013 - 12:00 Midnight

December 25, - 9:15 a.m.

January 1, 2014, - 9:15 a.m.

As a gift of loving friendship,
the Nuns are remembering you and your
intentions in a Novena of Masses.

Christmas Spiritual Bouquet

Masses Heard	100
Holy Communion	100
Spiritual Communion	200
Hours of Prayer	100
Hours of Silence	200
Hours of Work	400
Short Prayers	1,250
Visits to the Blessed Sacrament	100
Rosaries	100
Liturgy of the Hours	100

May the miracle of Christmas

fill your heart with love and peace

throughout the coming New Year.

Your devoted and grateful Carmelite Nuns

of Cristo Rey Carmel - and
Kensington!

+

We who lived so long
in Kensington treasure
memories of a superb
Police Department, and the
ever-present sense of
security that it provided.
Our prayers remain with
you always.

God bless + protect you
all!

The Nuns from
Kensington

December 2013 Police Department Report

January 3, 2014

- Department Personnel
 - We are fully staffed at 10 sworn positions with two reserve officers.

We were in the process of conducting backgrounds on two reserve officer candidates but one is now in the employment process with the Contra Costa Sheriff's Department.

- Commendations and Correspondence
 - On December 20th, we received a card and note from the Carmelite Nuns thanking us for our service.

The above letter can be found in the Correspondence Section of the January 9th, 2014 KPPCSD agenda packet.

- Investigation of Alleged Misconduct
 - All investigations have been completed.

- 9-1-1 / Richmond Communication Center Information.
 - The Ring Time Report for December has not been received as of this report date. The report will be included in next month's report.

- Community Networking
 - On 12-02-13, Chief Harman attended the KCC meeting.
 - On 12-04-13, Chief Harman attended the West County Police Chief's meeting in Hercules.
 - On 12-09-13, Officer Wilson attended the Kensington Public Safety Council meeting.
 - On 12-11-13, Traffic Officer Ramos met with Supervisor John Gioia, representatives from Public Works, and a group of concerned parents to discuss traffic safety at the Arlington traffic light.

- Community Criminal Activity
 - This section of the Watch Commanders Reports are prepared by Sergeant Barrow for Team One, Sergeant Hui for Team Two, and Detective Stegman.
- Watch Commander Reports
 - **Sergeant Barrow**

TEAM #1 STATISTICS

Officer:	Ramos (K41) (0600-1800)	Wilson (K38) (1800-0600)	Wilkins (K50) (1800-0600)
Days Worked	19	18	19
Traffic Stops	11	6	9
Moving Citations	9	3	8
Parking Citations	0	4	0
Vacation/Security Checks	0	24	50
FI-Field Interview	0	4	0
Traffic Accident Reports	3	0	0
Cases	2	1	4
Arrests	1	0	0
Calls for Service	29	29	64

- BRIEFING/TRAINING:
 - Reviewed DOJ First Responder Check List
 - Reviewed KPD Amber Alert Protocol
 - Reviewed KPD Policy 334 Amber Alerts
 - Reviewed KPD Policy 336 Victim and Witness Assistance
 - Reviewed KPD Policy 338 Hate Crimes
 - Reviewed KPD Policy 340 Disciplinary Policy
- SIGNIFICANT EVENTS:
 - 2013-5759 – On 12-2-2013, Officer Ramos responded to the 00 block of Lawson Drive for a reported (parking lot) pedestrian versus vehicle collision with minor injury.
 - 2013-5760 – On 12-2-2013, Officer Wilkins responded to the 00 block of Ardmore Drive for a reported Residential Burglary.

- 2013-5863 – On 12-9-2013, Officers Wilson and Reserve Officer Foley responded to the 800 block of Coventry Road for a reported attempted Residential Burglary.
- 2013-5873 – On 12-10-2013, Officer Ramos responded to the corner of Yale Avenue and Vassar Avenue for a reported non-injury vehicle collision.
- 2013-5968 – On 12-17-2013, Officers Ramos and Wilkens, Reserve Officer Armanino, Corporal Stegman and Sergeant Barrow responded to the 00 block of Loran Court for a reported dead deer that had been shot (possibly by an arrow). The object or arrow went through the deer and was not located.
- 2013-5971 – On 12-17-2013, Officer Wilson responded to the 00 block of Arlington Court for a reported Residential Burglary. Officer Ramos and Sergeant Barrow located some of the victim's belongings in a North Richmond home after the victims contacted one of their electronic providers.
- 2013-6146 – On 12-29-2013, Officer Wilkens responded to the 00 block of Stratford Drive for a reported vandalism.
- 2013-6153 – On 12-30-2013, Officer Wilkens responded to the 100 block of Colusa Avenue for a reported vandalism.
- 2013-6155 – On 12-30-2013, Officer Wilkens responded to the 300 block of Rugby Avenue for a reported Motor vehicle theft.

TRAFFIC STATISTICS:

Team #1 took 3 traffic collision reports during the month of December.

2 moving citations were issued on Colusa Ave.
 17 moving citations were issued on Arlington Ave.
 1 moving citation was issued on Grizzly Peak Blvd.

•• **Sergeant Hui**

Please note that the November 2013 statistics have been included at the bottom of this report.

TEAM #2 STATISTICS

Sergeant Hui (K42)
(1600-0400)

Officer:	Martinez (K31) (0600-1800)	Turner (K46) (1800-0600)
Days Worked	8	14
Traffic Stops	9	33
Moving Citations	6	12
Parking Citations	9	3
Vacation/Security Checks	18	22
Cases	2	4
Arrests	0	4
Traffic Accident Reports	2	0
Calls for Service	48	46

Officer Martinez took 4 vacation days.

Officer Martinez attended a CPR/First Aid class.

Officer Turner recovered 4 hours of comp time

Sergeant Hui recovered twenty hours of comp time.

Sergeant Hui took 5 vacation days.

Sergeant Hui attended a legislative update course in Walnut Creek

BRIEFING/TRAINING:

- Reviewed DOJ First Responder Check List
- Reviewed KPD Amber Alert Protocol
- Reviewed KPD Policy 334 Amber Alerts
- Reviewed KPD Policy 336 Victim and Witness Assistance
- Reviewed KPD Policy 338 Hate Crimes
- Reviewed KPD Policy 340 Disciplinary Policy

SERGEANT'S SUMMARY:

As we bring 2013 to a close, I would like to wish everyone a Happy New Year. I hope everyone enjoyed the holiday season. In looking back at this past month, I think the significant events were fairly consistent with my expectations. Officer

Turner made three arrests for driving under the influence of alcohol this month which brought his annual DUI arrests to 15. What was somewhat disconcerting was that two of his arrests this month were for drivers who were under the legal drinking age. One of the drivers was under eighteen years of age.

I would like to remind residents reading this summary that a driver under the age of 21 is considered to be under the influence of alcohol if their blood alcohol level is 0.01% or greater. This is significantly lower than the 0.08% for those of us who are over 21 years of age.

If you have children who drive and are under 21, please try and take the necessary precautions to make sure that they do not drink and drive. Many of these drivers are new drivers. This, coupled with the effects of alcohol on their system, presents a significant danger to themselves as well as others around them.

SIGNIFICANT EVENTS:

- 2013-5740– On 12/1/2013, Officer Turner responded to the 200 blk of Arlington Ave on a report of a petty theft.
- 2013-5757– On 12/2/2013, Officer Turner responded to the unit blk of Arlington Ave on a report of a petty theft.
- 2013-5762– On 12/3/2013, Officer Turner responded to the 600 blk of Coventry Rd on a report of an identity theft.
- 2013-5767– On 12/3/2013, Officer Turner initiated a traffic stop near Colusa Ave at Marin Ave and subsequently arrested the occupants for identity theft.
- 2013-5793– On 12/6/2013, Officer Turner initiated a traffic stop on the unit blk of Arlington Ave and subsequently arrested the driver for driving under the influence of alcohol.
- 2013-5915– On 12/14/2013, Officer Martinez responded to the 700 blk of Coventry Rd on a report of a residential burglary.
- 2013-5980– On 12/18/2013, Officer Martinez responded to the unit blk of Richardson Rd on a report of a residential burglary.
- 2013-5997– On 12/19/2013, Officer Turner responded to the 200 blk of Arlington Ave on a report of an identity theft.
- 2013-6023– On 12/21/2013, Officer Turner initiated a traffic stop on the unit blk of Franciscan Wy and subsequently arrested the juvenile driver for driving under the influence of alcohol.
- 2013-6087– On 12/26/2013, Sergeant Hui responded to the 800 blk of Coventry Rd on a report of a vehicle burglary.
- 2013-6141– On 12/28/2013, Sergeant Hui responded to the 1600 blk of Ocean View Ave and arrested a subject for a domestic violence violation.
- 2013-6144– On 12/29/2013, Officer Turner initiated a traffic stop on Arlington Ave near Thousand Oaks Blvd and subsequently arrested the driver for driving under the influence of alcohol.

Reserve Officer:	Armanino (K47)
Days Worked	1
Traffic Stops	3
Moving Citations	0
Parking Citations	0
Vacation/Security	0
Checks	
Cases	0
Arrests	0
Traffic Accident Reports	0
Calls for Service	0

Traffic Totals for Team 2 – includes Master Sergeant Hull

12 citations were issued on Arlington Ave
 5 citations were issued on Colusa Ave
 2 citations were issued on Westminster Ave
 1 citation was issued on Purdue Ave
 1 citation was issued on Franciscan Way
 1 citation was issued on Coventry Rd

NOVEMBER 2013 WATCH COMMANDER MONTHLY REPORT

Sergeant Hui

TEAM #2 STATISTICS

Sergeant Hui (K42)
 (1600-0400)

Officer:	Martinez (K31) (0600-1800)	Turner (K46) (1800-0600)
Days Worked	15	13
Traffic Stops	11	39
Moving Citations	-	-
Parking Citations	-	-
Vacation/Security	29	30
Checks		
Cases	1	2
Arrests	0	2
Traffic Accident Reports	1	0
Calls for Service	46	39

Officer Martinez took 1 vacation day.
 Officer Martinez recovered 8 hours of comp time.
 Officer Turner attended a Field Training Officer course

Sergeant Hui recovered 100 hours of comp time.
Sergeant Hui took 2 vacation days.

BRIEFING/TRAINING:

- Reviewed Supreme Court Reverses Denial of Qualified Immunity
- Reviewed Smart phones and Search Warrants
- Reviewed Search of Computer Images
- Reviewed KPD Policy 332 Missing Person Reporting
- Reviewed KPD Non-Disclosure Form

SIGNIFICANT EVENTS:

- 2013-5276– On 11/2/2013, Master Sergeant Hull initiated a traffic stop on the 200 blk of Arlington Ave that resulted in a warrant arrest.
- 2013-5338– On 11/6/2013, Officer Turner responded to the unit blk of Ardmore Dr on a report of a vandalism.
- 2013-5388– On 11/10/2013, Officer Turner initiated a traffic stop on the 200 blk of Arlington Ave and subsequently arrested the driver for driving under the influence of alcohol.
- 2013-5478– On 11/14/2013, Officer Turner responded to the 100 blk of Purdue Ave on a report of a residential burglary.
- 2013-5505– On 11/16/2013, Officer Turner initiated a traffic stop on the unit blk of Arlington Ave and subsequently arrested the driver for driving under the influence of alcohol.
- 2013-5573– On 11/21/2013, Officer Martinez responded to the unit blk of Franciscan Wy on a report of a vandalism.
- 2013-5576– On 11/21/2013, Master Sergeant Hull responded to the unit blk of Arlington Ave on a report of tampering with a vehicle.

Reserve Officer:	Armanino (K47)
Days Worked	1
Traffic Stops	0
Moving Citations	0
Parking Citations	0
Vacation/Security	0
Checks	
Cases	0
Arrests	0
Traffic Accident Reports	0
Calls for Service	1

Traffic Totals for Team 2 – includes Master Sergeant Hull

16 citations were issued on Arlington Ave

13 citations were issued on Colusa Ave

1 citation was issued on Westminster Ave
1 citation was issued on Grizzly Peak Blvd

•• **Detective Eric Stegman**

SIGNIFICANT EVENTS:

13-5767/ 13-5769 Identity theft/ fraud

On 12/3/13 KPD officers responded to a call of a suspicious vehicle on the 300 block of Arlington Ave. The occupant of the vehicle was contacted and a search of the vehicle was conducted. Inside the vehicle were multiple items consistent with fraud and identity theft. The two occupants of the vehicle were arrested by Officer Turner. A follow up probation search was conducted By Sgt. Barrow and Officer Ramos at one of the suspect's residence which yielded a great deal more identity theft paraphernalia. So far ten victims of identity theft have been identified and it is likely there will be a great deal more. KPD's case is likely to close many other agencies identity theft cases.

13-5850 Sexual assault/ Child molest

This case is pending further investigation but the specifics will remain confidential in accordance with state law. **Note: The allegations involved in this case do not meet the criteria to classify it under UCR as a part one rape thus it does will not appear on my statistics as a part one crime.**

13-5971 Burglary

On 12/17/13 a burglary occurred on the unit block of Arlington Ct. The victim contacted KPD on 12/18/13 and advised one of the stolen items, an iPhone, was still powered on and they had used the "find my phone feature", which indicated the phone was at a residence in unincorporated Richmond. Sgt. Barrow and Officer Ramos responded to the Richmond address and contacted the residents who advised they had purchased the phone from someone they knew from the neighborhood. Sgt. Barrow and Officer Ramos were able to identify the subject who sold them the items and retrieve multiple additional items of stolen property from the residence. This investigation is pending as we try to locate the suspect.

KPD INVESTIGATIONS INFORMATION:

13-3288 Assault (Formerly listed as a possible Homicide/ Manslaughter)

In this case the victim was the suspect's mother. The mother and daughter got into a mutual physical altercation where the mother's preexisting health conditions may have been exacerbated. The mother survived the altercation after a lengthy hospital stay and all involved parties have been interviewed. The suspect was identified and interviewed. **This case is closed and will be submitted to the DA to determine what, if any charges will be filed.**

KPD INVESTIGATIONS

- I made court runs to file cases, and retrieve court notifications.
- I updated the KPD Case Review Log.
- I reviewed the "Trak Flyer" messages and maintained the flyer board.
- On 12/10/13 I attended a legislative update at Walnut Creek PD

KPD Crime Statistics

Now that we have reached the end of 2013 I will begin the tedious process of auditing the full year of our crime data. This process is ongoing throughout the year, however I find at the end of the year things always need additional review. I will also be comparing the DOJ compiled data and cross checking their figures with our own. I hope to complete this process by the end of January, time permitting. The YTD figures in this report are likely to change slightly here and there, as cases are reclassified and case status changes. But the figures below show our tentative numbers for 2013.

KPD Monthly Crime Statistics

December 2013

Part 1 Crimes	Reported	Open/ Pending	Suspended	Closed	Arrest
Homicide	0	0	0	0	0
Rape	0	0	0	0	0
Robbery	0	0	0	0	0
Assault	1	0	0	1	1
Residential Burglary	5	2	2	1	0
Larceny Theft	3	1	2	0	0
Vehicle Theft	2	2	0	0	0
Arson	0	0	0	0	0

Part 1 Totals	11	5	4	2	1
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Other Crimes

Auto Burglary	0	0	0	0	0
Identity Theft	4	2	0	2	3
Fraud	0	0	0	0	0
Forgeries	0	0	0	0	0
Restraining Order Violations/ Stalking/ Criminal Threats	0	0	0	0	0
Sex Crimes (other)	1	1	0	0	0
Assault/ Battery (other)	0	0	0	0	0
Vandalism	1	0	1	0	0
Drugs	0	0	0	0	0

Warrant	0	0	0	0	0
Hit and Run Felony	0	0	0	0	0
Hit and Run Misdemeanor	1	0	1	0	0
Other Misdemeanor Traffic	1	0	0	1	1
Other Crime Totals	8	3	2	3	4

All Crime Totals	19	8	6	5	5
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Traffic Accidents (Non Injury)	2
Traffic Accidents (Injury)	1

KPD Crime Statistics

YTD 2013

Part 1 Crimes	Reported	Open/ Pending	Suspended	Closed	Arrest
Homicide	0	1*	0	0	0
Rape	0	0	0	0	0
Robbery	0	0	0	0	0
Assault	10	1	0	9	2
Residential Burglary	36	17	13	6	1
Larceny Theft	34	7	27	1	0
Vehicle Theft	14	3	10	1	0
Arson	2	0	2	0	0
Part 1 Totals	96	28	52	17	3

Other Crimes

Auto Burglary	0	0	0	0	0
Identity Theft	30	11	14	5	3
Fraud	2	0	2	0	0
Forgeries	1	0	1	0	0
Restraining Order Violations/ Stalking/ Criminal Threats	4	3	0	1	0
Sex Crimes (other)	1	1	0	0	0
Assault/ Battery (other)	0	0	0	0	0
Vandalism	24	4	18	2	0
Drugs	0	0	0	0	0
Warrant	13	0	0	13	15
Hit and Run Felony	0	0	0	0	0
Hit and Run Misdemeanor	12	0	11	1	0
Other Misdemeanor Traffic	15	0	0	15	15
Other Crime Totals	102	19	46	37	33

All Crime Totals	198	47	98	54	36
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Traffic Accidents (Non Injury)	44
Traffic Accidents (Injury)	1

•• **Chief Harman**

As mentioned briefly above in the sergeant's report's, during the month of December we had two excellent investigations.

On December 2nd, we investigated a residential burglary that occurred on Ardmore. The next day, one of the victim's neighbors, after hearing about the burglary the day before, spotted a suspicious vehicle parked in the Chevron lot and called it in. Units were dispatched to the area and a traffic stop on the vehicle was conducted.

During a search of the vehicle, forms of identification for a dozen victims and material and tools for making false California drivers licenses were located. The two vehicle occupants were arrested and transported to jail.

One of the Kensington officers noticed that on one of the suspect's cell phones, there was an app for Map Quest, with the directions to a Kensington residence. There was also an app for Fed Ex delivery, scheduled to occur later that afternoon.

Kensington police units went to the Kensington residence and located a note left behind by Fed Ex, indicating that a package was available for pick up the next day. Luckily, the Fed Ex driver was located and the package in question was recovered.

Later that evening, the Kensington resident came to the station to inspect the package and confirmed that she did not order it. Upon checking her credit report, she learned that she had just been the victim of identity theft and the suspects had open several accounts in her name, and this delivery that was intercepted, was the suspects first use of the credit they opened in her name. Only the suspects arrest stopped them from being able to pick up the package they had ordered by opening an credit account in the victim's name.

A later search of the suspect's residence, located stolen information on over 200 more victims, including a second Kensington victim, and additional materials and tools used to produce fake official looking documents used in identity theft.

All of this made possible by a phone call from a concerned neighbor!

The second excellent investigation occurred on December 18th, following another residential burglary that occurred the day before. The victim was able to trace the location of his cell phone that was stolen in the burglary using a GPS feature, to an address in North Richmond. Kensington police units responded to the residence, and recovered stolen property belonging to the Kensington victim, as well as property stolen from other burglary victims.

The officers were able to identify the burglary suspect and we are now in the process of looking for the suspect to make the arrest.

This investigation will probably close at least 6 burglaries that recently occurred in Kensington and El Cerrito.

This case was also made possible with the help of a concerned victim that got involved.

Community policing does work and we are proving it all of the time. Get to know your neighbors, look out for one another, and call us immediately if you see, hear, or notice anything suspicious!

January 2014

January 2014							February 2014						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4				1	2	3	4	
5	6	7	8	9	10	11	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28	

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Dec 29	30	31	Jan 1, 14	2 7:15pm EBC (CC1)	3	4 12:30pm CC Rental (CCM)
5	6 7:00pm *Cub-Scouts (CCM) 7:30pm KRC (CC3)	7 7:30pm *Troop 100 (CCM)	8 6:00pm GPEE (CCM) 7:00pm KED Mtg (CC3)	9 6:30pm KPSCD Mtg (CCM)	10	11
12	13 4:00pm **Brownies** (CCM) 6:00pm KPSC (CC3) 7:00pm *Cub-Scouts 7:30pm KRC (CC3)	14 7:30pm *Troop 100 (CCM)	15	16 6:30pm KPSC PRESENTATION (CCM) 7:15pm EBC (CC1)	17	18 1:00pm CC Rental (CCM)
19	20 7:00pm *Cub-Scouts (CCM)	21 7:30pm *Troop 100 (CCM)	22	23	24	25
26 9:00am Kensington Nursery School (CCM)	27 7:00pm *Cub-Scouts (CCM) 7:30pm KRC (CC3)	28 7:30pm *Troop 100 (CCM) 7:30pm KRW Ave (CC3)	29	30	31	Feb 1

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February 2014

February 2014							March 2014						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1							1
2	3	4	5	6	7	8	2	3	4	5	6	7	8
9	10	11	12	13	14	15	9	10	11	12	13	14	15
16	17	18	19	20	21	22	16	17	18	19	20	21	22
23	24	25	26	27	28		23	24	25	26	27	28	29
							30	31					

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jan 26	27	28	29	30	31	Feb 1 KCC Rental (CCM)
2	3 4:00pm **Brownies** (CCM) 7:00pm *Cub-Scouts (CCM) 7:30pm *KCC (CCM)	4 7:30pm *Troop 100 (CCM)	5	6 7:15pm EBC (CC1)	7	8 1:00pm KCC Fundraiser-Valentines Dance (CCM)
9	10 6:00pm KPSC (CC3) 7:00pm *Cub-Scouts (CCM) 7:30pm *KARO (CCM)	11 7:30pm *Troop 100 (CCM)	12 6:00pm GPFF (CCM) 7:00pm *KFB Mtg (CCS)	13 6:30pm KPSCD Mtg (CCM)	14	15
16	17 7:00pm *Cub-Scouts (CCM)	18 7:30pm *Troop 100 (CCM)	19	20 6:30pm KPSC PRESENTATION (CCM) 7:15pm EBC (CC1)	21	22
23	24 7:00pm *Cub-Scouts (CCM) 7:30pm *KCC (CCM)	25 7:30pm *Troop 100 (CCM) 7:30pm *KWA (CCS)	26	27	28	Mar 1

General Manager December 2013 Report

Budget

During the month of December, there were no real variances in the budget other than in overtime. (November's legal billings have not arrived as of this report date)

There was an increase in overtime costs totaling \$10,215 for the month of December. This was due primarily as a result of overtime associated with a major identity theft investigation, a burglary investigation that led to the identification of a suspect responsible for several burglaries in Kensington and El Cerrito, and finally a child molest investigation. Overtime costs for the year to date are \$28,716, which is \$8,000 over budgeted projections at this point in the fiscal year.

In January, we will be closing out the first half of the fiscal year and preparing to report our mid-year financial status at the February KPPCSD Board meeting.

Kensington Park

Community Center & Annex

At the December 12th meeting of the KPPCSD Board, Godbe Research reported their findings of the voter survey completed in November on the community's support of a possible future tax measure to fund the remodel of the Community Center.

The Park Buildings Committee will be making their recommendation to the Board at the January 9th KPPCSD meeting to move forward with a possible June 2014 election ballot measure for the approval of general obligation bonds to fund building safety improvements and renovations to the Community Center.

Park Repairs

In December, we completed the following additional maintenance to the park:

Repaired 2" irrigation valve in meadow, \$165

*Please note that most of the repairs that we make in the park are the result of vandalism. If you see vandalism being committed, please call the police department immediately.

Emergency Preparedness

The agenda and the minutes of the Public Safety Council posted are on the KPPCSD web page.

The next meeting of the Kensington Public Safety Council will take place Monday, January 13th, at 6:00 PM at the Community Center Room #3.

It is very important for those interested in Kensington's emergency preparedness to come to the meetings.

Other District Items of Interest

Solid Waste

At the December 12th KPPCSD Board meeting, the Board held the Proposition 218 Hearing on the proposed rates for 2014 as recommended in the HF&H Consultants, "Bay View Refuse & Recycling Services 2014 Rate Application Report" that was part of the settlement agreement reached with Bay View during their demand for arbitration. Following public testimony and Board discussion, the Board set the recommended proposed rates for 2014.

Public Works Issues

Street Lights

On November 12th, we received a letter from Public Works updating the progress of the Arlington Street Light Project. A copy of that letter was attached to last month's memo for review and is available on the website.

I also received an e-mail from Kate Rauch at John Gioia's Office, indicating that they are still planning on having another ad-hoc committee meeting on the street light project possibly before the holidays to be followed by another Town Hall meeting to discuss the project.

Paths

On August 19th, KPPCSD President Tony Lloyd, Director Len Welsh, and I had a meeting with County Supervisor John Gioia, his staff, and County representatives regarding the District's desire to acquire the paths. The possible process to acquire the paths was discussed, along with a commitment from John Gioia to work with us to move this exploratory process forward.

At the October 16th KPPCSD board meeting, Director Welsh will be presenting an update to the path acquisition process.

At the KIC meeting October 26, County Supervisor John Gioia again stated his support and assistance in the District's attempts to acquire the paths. We are

currently waiting for a "Walk About" with County Supervisor John Gioia before proceeding with an informational meeting with the KPPCSD Board on the proposed acquisition process.

Website

The Board packets, monthly reports, minutes, recordings of the KPPCSD Board Meetings, and our Bay View – County Solid Waste contracts are available for review on our website at: www.kensingtoncalifornia.org

To: KPPCSD Board of Directors
From: Ad Hoc Park Buildings Committee
Date: January 9, 2014
Subject: **New Business Item # 1**

**Community Center Safety and Renovation
Possible June 2014 Ballot Measure for General Obligation Bond for
Improvements to Community Center**

EXECUTIVE SUMMARY

On December 13, 2013, Godbe Research presented to the Board a survey which indicates there is support in the community for a measure where each homeowner would pay an annual tax of up to \$14 per \$100,000 of Assessed Value (AV) which would pay for debt service on a bond up to \$2 million to make safe and improve the Community Center.

The Park Buildings Committee now recommends moving forward with a bond measure for June 2014 that will let Kensington voters decide if they will tax themselves for the needed improvements. A two-thirds vote of support is required to pass the measure. Specific action is needed by the Board this evening and through February to meet the requirements and deadlines for placing a measure on the ballot in June.

This report provides the actions needed, the timeline for action through the end of February and the estimated costs to the District and any expenses prior to the election that will be paid through the bond only if the measure passes.

COMMITTEE RECOMMENDATIONS AND PROPOSED MOTION TO THE BOARD:

1. That the KPPCSD Board (the "Board") endorse moving forward with a possible June 2014 primary election ballot measure for the approval of general obligation bonds ("Bond Measure") to fund building safety improvements and renovations to the Kensington Community Center.
2. That the Board enter into an amendment to the current contract with Godbe Research in the form attached hereto as Exhibit A, to add the work of the Lew Edwards Group as detailed in the amended contract for an additional amount not to exceed \$5,000 such that the total amount due under the contract with Godbe Research shall not exceed \$23,500.
3. That the Board enter into a contract with NHA Advisors, to serve as financial advisors to the District in conjunction with the Bond Measure, in the form attached hereto as Exhibit B. The Board recognizes that NHA Advisors will be compensated solely from the bond

proceeds generated by a successful election and issuance of general obligation bonds.

4. That the Board enter into a contract with Chris Lynch of Jones Hall to serve as bond counsel to the District in conjunction with the Bond Measure, the form attached hereto as Exhibit C. The Board recognizes that Jones Hall will be compensated solely from bond proceeds generated by a successful election and issuance of general obligation bonds.
5. That the Board authorize spending up to \$12,500 in legal fees to engage its outside legal counsel, Hanson Bridgett, to review documents and provide impartial guidance related to the Bond Measure.

HISTORY:

Kensington Park and its Park Buildings are a major asset both to the District and to the Community it serves. The buildings and the "indoor" recreation and community gathering space have not been significantly improved in over 30 years. Major safety and accessibility improvements are sorely needed.

At the February 11, 2010 Board meeting, the Board requested an Ad Hoc Committee be formed to examine, discuss, and come up with a recommendation on the best use of funding for the repair, remodel, and uses of the Kensington Park buildings.

In March of 2012 the District accepted a Master Plan for Park Buildings prepared by the architectural firm of Muller and Caulfield. The Master Plan included among other things, an evaluation of existing structures, a financial analysis of rental potential, and a proposed public design and planning process for all three buildings - the Community Center, the Annex (currently vacant), and Building E (currently used by KCC). The planning process included three public workshops which focused on community desires, construction needs and estimated costs.

Thereafter, the District hired NHA Advisors with a generous grant of \$5,000 from the Kensington Community Council. Craig Hill of NHA Advisors presented several public funding options at the Board's meeting of January 12, 2013. The presentation outlined options for financing improvements at three levels ranging from minimal health and safety, to renovations to the Community Center alone, and concluded with major renovation to all buildings. The presentation then looked at alternate financing mechanisms such as a general obligation bond (GO Bond), a parcel tax, and other financing mechanisms.

Under the direction of the Board, the Park Buildings Committee then conducted public outreach to many of the community organizations in Kensington (10 in all) regarding the proposed renovations and the various funding alternatives that were available. The Park Buildings Committee presented a summary of that public outreach process with feedback from the groups on June 15, 2013 at a Board meeting and community workshop.

At that meeting the Board took steps leading to the employment of Godbe Research to conduct a statistically significant survey of registered voters to determine what renovations are most important to voters and to ascertain community willingness to support a possible bond measure to pay for the needed improvements to the Community Center.

Godbe Research provided the results of that survey to the Board at its meeting of December 12, 2013. The survey indicates there is support in the community for a measure where each homeowner would pay an annual tax of up to \$14 per \$100,000 of assessed value which would pay for debt service on a bond that would provide construction dollars to make safe and improve the Community Center.

CURRENT STATUS:

As noted, the survey prepared by Godbe Research indicates there is support in the community for a measure where each homeowner would pay an annual tax of up to \$14 per \$100,000 of Assessed Value (AV) which would pay for debt service on a bond amount up to \$2 million dollars to make safe and improve the Community Center. The average home in Kensington is assessed at \$378,000. The average annual homeowner's tax would be approximately \$54 in the first year. As the total assessed value of homes increase over time, there would be a subsequent decrease in the annual tax rate.

The Park Buildings Committee now recommends moving forward with a bond measure for June 2014 that will let Kensington voters decide if they will tax themselves for the needed improvements. A two-thirds vote of support is required to pass the measure. Specific action is needed by the Board this evening and through February to meet the requirements and deadlines for placing a measure on the ballot in June (Exhibits D & E).

The passage of this Bond Measure for the Kensington Community Center will provide benefits to the community including:

- Increasing occupant safety during a major earthquake
- Helping pay for operations by increased rental from private events
- Continuing youth afterschool and summer programs
- Increasing the number of programs, classes and special events
- Providing flexibility to meet future needs

Construction features include:

- Replacing the aging and leaky roof
- Meeting earthquake safety codes
- Updating the kitchen to meet health and safety codes
- Improving disabled access
- Installing flexible room dividers for multiple programs, classes and events at the same time
- Installing energy efficient systems

RECOMMENDED ACTION

The Park Building Committee is asking the Board to adopt its recommendations set forth at the beginning of this report and provides the following additional documents for consideration by the Board as exhibits:

- A. Amended Agreement dated December 17, 2013 with Godbe Research
- B. Agreement For Services with NHA Advisors

- C. Agreement for Legal Services with Jones Hall
- D. Proposed Timeline and Estimated Costs
- E. KPPCSD Bond Election Timetable for June 3, 2014 Election

The Amended Agreement dated December 17, 2013 with Godbe Research will allow the District to hire the Lew Edwards Group (LEG) who in turn will provide strategic guidance to the District on the Bond Measure. LEG will provide among other things, strategic advice on the revenue measure feasibility and election timing (e.g., on whether to hold the election in June or November 2014), recommendations and material related to the District's public education and outreach, training to District staff and other stakeholders on public education activities, and recommendations on the structure of the ballot measure. These tasks are set forth in more detail at Exhibit A.

The Agreement For Services with NHA Advisors will allow the District to obtain strategic financial advice on services related to voter authorization and debt issuance. The scope of services is further defined at Exhibit B of the accompanying agreement.

The firm of Jones Hall will serve as bond counsel and disclosure counsel, pursuant to the Agreement for Legal Services. The scope of its services is more fully set forth at Sections 2 and 3 of the Agreement for Legal Services set forth at Exhibit C.

The Proposed Timeline and Estimated Costs at Exhibit D contain recommended milestone dates and a tentative budget. Please note that the District is only obligated to pay certain expenses if the GO Bond is accepted by the voters of Kensington.

The Bond Election Timetable provides key milestone dates and accompanying tasks leading towards the June election.

EXHIBIT A: Amendment to contract with Godbe Research



December 17, 2013

Mr. Greg Harman
General Manager
Kensington Police Protection &
Community Services District
217 Arlington Avenue
Kensington, CA 94707

Mr. Harman,

Godbe Research (GR) is pleased to be working with the Kensington Police Protection & Community Services District (District) to conduct a survey of District voters to evaluate the feasibility a potential future revenue measure to help fund improvements to the Kensington Community Center Building (Building). In addition, the Lew Edwards Group (LEG) will also provide strategic consulting tasks related to a potential revenue measure. Below is a list of services for the overall process, as well as standard business terms and associated project costs.

This letter will serve as the agreement for services between the District and Godbe Research, once signed by both parties. Please note that when signed by both parties, this agreement will supersede the September 6, 2013 agreement with the District. Tasks by firm have been outlined below and tasks 10 through 15 reflect the changes from the September 6, 2013 agreement.

1. In-person meetings and conference calls as needed with the District to discuss the research objectives for the study, questionnaire design, and related topics. (GR task)
2. Drafting, refining, and pre-testing a survey instrument of approximately 15 to 18-minutes in length to accomplish the goals of the voter survey. (GR task)
3. Purchasing a listed sample of voters in the District and creating a stratified and clustered sample of voters likely to vote in the election cycle(s) of interest. (GR task)
4. CATI programming the survey instrument for efficient data collection. (GR task)
5. Conducting interviews with up to 250 (n=250) total District voters, according to our interviewing protocol and sampling design. (GR task)
6. Processing the data collected from the voter interviews according to strict quality control standards, as well as weighting the data as needed. (GR task)
7. Development of a topline report and conducting a conference call with the District to review the topline report of initial findings. (GR task)
8. Producing a written report of findings, with complete crosstabulations, and preparing an in-person presentation of findings for the District. (GR task)
9. Post project consulting with the District and any internal/external stakeholders regarding the results and recommendations from the survey for this voter survey process. (GR task).
10. Strategic advice and general consultation services on revenue measure feasibility and election timing. (LEG task)
11. Recommendations related to the District's public education and outreach for a potential June 2014 General Obligation bond measure. (LEG task)
12. Development of an initial suite of collateral materials and one set of revisions to those materials. (LEG task)
13. Train Community Service District staff and stakeholders on Public Education activities and messaging. (LEG task)

Godbe _____

District _____



GODBE RESEARCH
Gain Insight

14. Provide text copy and make one set of revisions for up to three community letters to be produced and mailed directly by the District. (LEG task)
15. Recommendations on the structure of the ballot measure (ballot question, ballot resolution, and balloting materials). (LEG task)

Fifty percent (50%) of the project for Godbe Research will be billed once we've had the project kick-off meeting or have begun working on a questionnaire (whichever comes first), with the payment due once we have finalized the questionnaire and are ready to field the survey. The remaining fifty percent (50%) of Godbe Research fees will be billed upon approval of the final questionnaire, with the payment being due upon the District's receipt of the topline report.

Low Edward Group fees will be billed at the single flat rate outlined on page four of this agreement, after the voter survey has been conducted and at the District's purview on moving forward with strategic planning for a potential future revenue measure. Terms for LEG are net 30 from the date of invoicing.

Sincerely:

Agreed and Accepted By:

Ms. Leslie Godbe
Chief Executive Officer
Godbe Research

Mr. Greg Harman
General Manager
Kensington Police Protection &
Community Services District

Date

Date

STANDARD BUSINESS TERMS AND CONDITIONS GODBE RESEARCH

Contracts and agreements between Godbe Research and its clients include the following general terms and conditions unless otherwise specified in a contract or agreement.

Flat Fees. Unless otherwise specified, Godbe Research charges a flat fee for all or a portion of its services to a client in lieu of hourly charge. Attached and incorporated as a part of this agreement is the "Project Costs".

Hourly Rates. The firm may opt to bill its staff time at specified hourly rates for each staff member. When estimated hours are noted these are our best estimates of how long a job will take. Actual hours incurred are logged on employee time sheets and final billings to clients are based on these actual figures. Hourly charges apply to all firm staff working for the client with the exception of general clerical support. Work on specifically clerical projects is billed at normal hourly rates.

Contract Timeline. Work to be performed under this contract is according to schedule attached.

Advance Payment. In order to finance the client's work, the firm's policy is to require advance payment for telephone interviewing. Advance payment of fees or hourly charges is normally required, particularly in the case of new clients.

Subcontractors' Fees. Should the firm retain a special employee solely for the purpose of providing services to a client; a fee equal to 15 percent of the costs of such person will be charged to cover the firm's payroll costs.

Late Charges. Invoice terms are 30 days net unless otherwise specified in the agreement. A late charge of 1.5 percent per month will apply on any amounts not paid within thirty (30) days of the date of an invoice.

Indemnity. All copy will be approved by the client in advance of production. Each party shall indemnify, defend and hold harmless the other party from and against any loss, claim, action, course of action (including without limitation any defamation action), judgment, damage, cost or expense (including attorneys' fees and costs) arising out of any actions of, or materials written by, or information supplied by the other party.

Acting as Agent. In compliance with California sales tax regulation, Godbe Research is designated as an Agent for the acquisition of tangible personal property and services as they apply to its clients' advertising and sales promotion activities.

Ownership of Materials. In producing finished products, it is expressly understood that ownership of all materials purchased by Godbe Research to complete the property to be produced passes to its clients at the time of purchase and prior to any use by Godbe Research.

Independent Contractor. The agency shall perform the services as an independent contractor and shall not be treated as an employee of the client for federal, state or local tax purposes or for any other purpose.

Entire Agreement. This agreement constitutes the entire agreement among the parties with respect to the subject matter and supersedes any prior negotiations, understanding or agreement.

Successors. Any agreement between the agency and a client shall be binding upon, the heirs, successors and assignors of the parties.

Termination. The client may terminate this agreement at any time with written notice. If the agreement is terminated, Godbe Research will bill the client for all work completed to date (including subcontractors' work) plus a 15% termination fee.

Attorneys' Fees. Should any action be brought by one party against the other party to enforce any agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses.

Governing Law, Venue. Any agreement between the agency and a client shall be governed by California law and any action arising out of it shall be instituted and prosecuted only in the Municipal or Superior Court of the County of San Mateo.

Godbe_____

District_____

PROJECT COSTS

The following cost options are reflective of Godbe Research services for a 15 to 18-minute survey of up to 250 (n=250) total Kensington Police Protection & Community Services District voters regarding the feasibility of placing a potential future revenue measure on the ballot, based on voter support. In addition, should the District move forward with planning for a potential future ballot measure, costs have been provided below for the services listed in Tasks 10 through 15 above for LEG. The scope of services for LEG tasks includes no more than two in-person meetings (including the Speakers' Bureau training or a Board meeting) and as-needed email and phone consultation. All LEG services shall be concluded no later than February 28th, 2014.

The costs outlined below will not change provided that the scope of work conforms to this letter of agreement, the previous September 6, 2013 agreement with the District, and the Godbe Research proposal dated August 12, 2013. Should project parameters or District needs change, we will be happy to provide amended costs prior to proceeding.

Survey of up to 250 (n=250) Kensington Voters

<u>Project Task</u>	<u>15-min.</u>	<u>18-min.</u>
Listed Voter Sample	\$900.00	\$900.00
Voter Cell Phone and Exchange Matching	\$800.00	\$800.00
CATI Programming	\$1,050.00	\$1,250.00
Survey Pretest	\$150.00	\$150.00
Telephone Interviewing	\$5,250.00	\$6,250.00
Data Processing	\$800.00	\$900.00
Research Fee	\$6,500.00	\$6,500.00
<u>Project Management</u>	<u>\$1,750.00</u>	<u>\$1,750.00</u>
Godbe Research Project Total	\$17,200.00	\$18,500.00
LEG Planning Subcontracting Services	\$5,000.00	\$5,000.00
OVERALL PROEJCT TOTAL	\$22,200.00	\$23,500.00

Agreed:

Agreed and Accepted By:

Ms. Leslie Godbe
 Chief Executive Officer
 Godbe Research

Mr. Greg Harman
 General Manager
 Kensington Police Protection &
 Community Services District

 Date

 Date

EXHIBIT B: Contract with NHA Advisors

AGREEMENT FOR SERVICES

This AGREEMENT made this ____ day of January, 2014 between:

DISTRICT: Kensington Police Protection and Community Services District, having a principal place of business at 59 Arlington Avenue, Kensington, CA 94707

and CONSULTANT: NHA Advisors, having a principal place of business at 4040 Civic Center Drive, Suite 200, San Rafael, CA 94903.

ARTICLE 1. TERM OF AGREEMENT

This Agreement will become effective on January 1, 2014 and will continue in effect through June 30, 2015 unless terminated in accordance with the provisions of **Article 7** of this Agreement.

ARTICLE 2. INDEPENDENT CONSULTANT STATUS

It is the express intention of the parties that CONSULTANT is an independent Consultant and not an employee, agent, joint venture or partner of DISTRICT. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between DISTRICT and CONSULTANT or any employee or agent of CONSULTANT. Both parties acknowledge that CONSULTANT is not an employee for state or federal tax purposes. CONSULTANT shall not be entitled to any of the rights or benefits afforded to DISTRICT'S employees, including, without limitation, disability or unemployment insurance, workers' compensation, medical insurance, sick leave, retirement benefits or any other employment benefits. CONSULTANT shall retain the right to perform services for others during the term of this Agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONSULTANT

A. Specific Services

CONSULTANT agrees to: Perform the services as outlined in **Exhibit "A"** ("Specific Provisions") and **Exhibit "B"** ("Scope of Services").

B. Method of Performing Services

CONSULTANT shall determine the method, details and means of performing the above-described services. DISTRICT shall have no right to, and shall not, control the manner or determine the method of accomplishing CONSULTANT'S services.

C. Employment of Assistants

CONSULTANT may, at the CONSULTANT'S own expense, employ such assistants as CONSULTANT deems necessary to perform the services required of CONSULTANT by this Agreement, subject to the prohibition against assignment and subcontracting contained in **Article 5** below. DISTRICT may not control, direct, or supervise CONSULTANT'S assistants in the performance of those services. CONSULTANT assumes full and sole responsibility for the payment of all compensation and expenses of these assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholding.

D. Place of Work

CONSULTANT shall perform the services required by this Agreement at any place or location and at such times as CONSULTANT shall determine is necessary to properly and timely perform CONSULTANT'S services.

ARTICLE 4. COMPENSATION

A. Consideration

In consideration for the services to be performed by CONSULTANT, DISTRICT agrees to pay CONSULTANT the amounts set forth in **Exhibit "C"** ("Payment Schedule"). In no event however shall the total compensation be paid to CONSULTANT without a successful election and issuance of bonds, or exceed \$40,000.

B. Invoices

CONSULTANT shall submit invoices for all services rendered.

C. Payment

Payment shall be due according to the payment schedule set forth in **Exhibit "B"**. No payment will be made unless CONSULTANT has first provided DISTRICT with a written receipt of invoice describing the work performed and any approved direct expenses (as provided for in **Exhibit "A", Section IV**) incurred during the preceding period. If DISTRICT objects to all or any portion of any invoice, DISTRICT shall notify CONSULTANT of the objection within thirty (30) days from receipt of the invoice, give reasons for the objection, and pay that portion of the invoice not in dispute. It shall not constitute a default or breach of this Agreement for DISTRICT not to pay any invoiced amounts to which it has objected until the objection has been resolved by mutual agreement of the parties.

D. Expenses

CONSULTANT shall be responsible for all costs and expenses incident to the performance of services for DISTRICT, including but not limited to, all costs of equipment used or provided by CONSULTANT, all fees, fines, licenses, bonds or taxes required of or imposed against CONSULTANT and all other of CONSULTANT'S costs of doing business. DISTRICT shall not be responsible for any expenses incurred by CONSULTANT in performing services for DISTRICT, except for those expenses constituting "direct expenses" referenced on **Exhibit "A."**

ARTICLE 5. OBLIGATIONS OF CONSULTANT

A. Tools and Instrumentalities

CONSULTANT shall supply all tools and instrumentalities required to perform the services under this Agreement at its sole cost and expense. CONSULTANT is not required to purchase or rent any tools, equipment or services from DISTRICT.

B. Workers' Compensation

CONSULTANT agrees to provide workers' compensation insurance for CONSULTANT'S employees and agents and agrees to hold harmless, defend with counsel acceptable to DISTRICT and indemnify DISTRICT, its officers, representatives, agents and employees from and against any and all claims, suits, damages, costs, fees, demands, causes of action, losses, liabilities and expenses, including without limitation reasonable attorneys' fees, arising out of any injury, disability, or death of any of CONSULTANT'S employees.

C. Indemnification of Liability, Duty to Defend

(1) Professional Liability

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless DISTRICT, its officers, representatives, agents and employees against any and all suits, damages, costs, fees, claims, demands, causes of action, losses, liabilities and expenses, including without limitation reasonable attorneys' fees, to the extent caused by any willful or negligent acts, errors or omissions of CONSULTANT or CONSULTANT'S assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property.

(2) Other Liability

To the fullest extent permitted by law, CONSULTANT shall defend through counsel approved by DISTRICT indemnify and hold harmless DISTRICT, its officers, representatives, agents and employees against any and all suits, damages, costs, fees, claims, demands, causes of action, losses, liabilities and expenses, including without limitation reasonable attorneys' fees, to the extent arising caused by any negligent or malicious act or omission of CONSULTANT or CONSULTANT'S assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property.

D. Insurance

In addition to any other obligations under this Agreement, CONSULTANT shall, at no cost to DISTRICT, obtain and maintain throughout the term of this Agreement: (a) Commercial Liability Insurance, including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of \$1,000,000 per occurrence for all damages due to bodily injury, sickness or disease, or death to any person, and damage to property, including the loss of use thereof; and (b) Professional Liability Insurance (Errors & Omissions) with a minimum coverage of \$1,000,000 per occurrence and aggregate. As a condition precedent to DISTRICT'S obligations under this Agreement, CONSULTANT shall furnish evidence of such coverage (naming DISTRICT, its officers and employees as additional insured on the Comprehensive Liability insurance policy referred to in (a) immediately above) and requiring thirty (30) days written notice of policy lapse or cancellation, or of a material change in policy terms.

E. Assignment

Notwithstanding any other provision of this Agreement, neither this Agreement nor any duties or obligations of CONSULTANT under this Agreement may be assigned or subcontracted by CONSULTANT without the prior written consent of DISTRICT, which DISTRICT may withhold in its sole and absolute discretion.

F. State and Federal Taxes

As CONSULTANT is not DISTRICT'S employee, CONSULTANT shall be responsible for paying all required state and federal taxes. Without limiting the foregoing, CONSULTANT acknowledges and agrees that:

- DISTRICT will not withhold FICA (Social Security) from CONSULTANT'S payments;
- DISTRICT will not make state or federal unemployment insurance contributions on CONSULTANT'S behalf;
- DISTRICT will not withhold state or federal income tax from payment to CONSULTANT;
- DISTRICT will not make disability insurance contributions on behalf of CONSULTANT;
- DISTRICT will not obtain workers' compensation insurance on behalf of CONSULTANT.

ARTICLE 6. OBLIGATIONS OF DISTRICT

A. Cooperation of DISTRICT

DISTRICT agrees to respond to all reasonable requests of CONSULTANT and provide access, at reasonable times following receipt by DISTRICT of reasonable notice, to all documents reasonably necessary to the performance of CONSULTANT'S duties under this Agreement.

B. Assignment

DISTRICT may assign this Agreement or any duties or obligations thereunder to a successor governmental entity without the consent of CONSULTANT. Such assignment shall not release CONSULTANT from any of CONSULTANT'S duties or obligations under this Agreement.

ARTICLE 7. TERMINATION OF AGREEMENT

A. Sale of CONSULTANT'S Business/ Death of CONSULTANT

CONSULTANT shall notify DISTRICT of the proposed sale of CONSULTANT'S business no later than thirty days prior to any such sale. DISTRICT shall have the option of terminating this Agreement within thirty days after receiving such notice of sale. Any such DISTRICT termination pursuant to this Article 7.A shall be in writing and sent to the address for notices to CONSULTANT set forth in Exhibit A, Subsection V.H., no later than thirty days after DISTRICT'S receipt of such notice of sale.

If CONSULTANT is an individual, this Agreement shall be deemed automatically terminated upon death of CONSULTANT.

B. Termination by DISTRICT for Default of CONSULTANT

Should CONSULTANT default in the performance of this Agreement or materially breach any of its provisions, DISTRICT, at DISTRICT'S option, may terminate this Agreement by giving written notification to CONSULTANT. For the purposes of this section, material breach of this Agreement shall include, but not be limited to the following:

1. CONSULTANT'S failure to professionally and/or timely perform any of the services contemplated by this Agreement.
2. CONSULTANT'S breach of any of its representations, warranties or covenants contained in this Agreement.

CONSULTANT shall be entitled to payment only for work completed in accordance with the terms of this Agreement through the date of the termination notice, as reasonably determined by DISTRICT, provided that such payment shall not exceed the amounts set forth in this Agreement for the tasks described on Exhibit C" which have been fully, competently and timely rendered by CONSULTANT. Notwithstanding the foregoing, if DISTRICT terminates this Agreement due to CONSULTANT'S default in the performance of this Agreement or material breach by CONSULTANT of any of its provisions, then in addition to any other rights and remedies DISTRICT may have, CONSULTANT shall reimburse DISTRICT, within ten (10) days after demand, for any and all costs and expenses incurred by DISTRICT in order to complete the tasks constituting the scope of work as described in this Agreement, to the extent such costs and expenses exceed the amounts DISTRICT would have been obligated to pay CONSULTANT for the performance of that task pursuant to this Agreement.

C. Termination for Failure to Make Agreed-Upon Payments

Should DISTRICT fail to pay CONSULTANT all or any part of the compensation set forth in Article 4 of this Agreement on the date due, then if and only if such nonpayment constitutes a default under this Agreement, CONSULTANT, at the CONSULTANT's option, may terminate this Agreement if such default is not remedied by DISTRICT within thirty days after demand for such payment is given by CONSULTANT to DISTRICT.

D. Transition after Termination

Upon termination, CONSULTANT shall immediately stop work, unless cessation could potentially cause any damage or harm to person or property, in which case CONSULTANT shall cease such work as soon as it is safe to do so. CONSULTANT shall incur no further expenses in connection with this Agreement. CONSULTANT shall promptly deliver to DISTRICT all work done toward completion of the services required hereunder, and shall act in such a manner as to facilitate any the assumption of CONSULTANT's duties by any new CONSULTANT hired by the DISTRICT to complete such services.

ARTICLE 8. GENERAL PROVISIONS

A. Amendment & Modification

No amendments, modifications, alterations or changes to the terms of this Agreement shall be effective unless and until made in a writing signed by both parties hereto.

B. Americans with Disabilities Act of 1990

Throughout the term of this Agreement, the CONSULTANT shall comply fully with all applicable provisions of the Americans with Disabilities Act of 1990 ("the Act") in its current form and as it may be amended from time to time. CONSULTANT shall also require such compliance of all sub-consultants performing work under this Agreement, subject to the prohibition against assignment and subcontracting contained in Article 5 above. The CONSULTANT shall defend with counsel acceptable to DISTRICT, indemnify and hold harmless the DISTRICT, its officers, employees, agents and representatives from and against all suits, claims, demands, damages, costs, causes of action, losses, liabilities, expenses and fees, including without limitation reasonable attorneys' fees, that may arise out of any violations of the Act by the CONSULTANT, its sub-consultants, or the officers, employees, agents or representatives of either.

C. Attorneys' Fees

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

D. Captions

The captions and headings of the various sections, paragraphs and subparagraphs of the Agreement are for convenience only and shall not be considered nor referred to for resolving questions of interpretation.

E. Compliance with Laws

The CONSULTANT shall keep itself informed of all State and National laws and all municipal ordinances and regulations of the DISTRICT which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Without limiting the foregoing, CONSULTANT agrees to observe the provisions of the Municipal Code of the DISTRICT, obligating every Consultant or sub-consultant under a contract or subcontract to the DISTRICT for public works or for goods or services to refrain from discriminatory employment or subcontracting practices on the basis of the race, color, sex, religious creed, national origin, ancestry of any employee, applicant for employment, or any potential sub-consultant.

F. Conflict of Interest

CONSULTANT certifies that to the best of its knowledge, no DISTRICT employee or office of any public agency interested in this Agreement has any pecuniary interest in the business of CONSULTANT and that no person associated with CONSULTANT has any interest that would constitute a conflict of interest in any manner or degree as to the execution or performance of this Agreement.

G. Entire Agreement

This Agreement supersedes any and all prior agreements, whether oral or written, between the parties hereto with respect to the rendering of services by CONSULTANT for DISTRICT and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

No other agreements or conversation with any officer, agent or employee of DISTRICT prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Such other agreements or conversations shall be considered as unofficial information and in no way binding upon DISTRICT.

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H. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of California.

I. Notices

Any notice to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in **Exhibit "A", Section V.H.** but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed delivered as of actual receipt; mailed notices will be deemed delivered as of three (3) days after mailing.

J. Partial Invalidity

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

K. Time of the Essence

All dates and times referred to in this Agreement are of the essence.

L. Waiver

CONSULTANT agrees that waiver by DISTRICT of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

Executed at Kensington, California, on the date and year first above written.

CONSULTANT:

NHA Advisors LLC

By: _____

Name: G. Craig Hill

Title: Principal

Social Security or Taxpayer

Identification Number 45-1633038

Approved as to Form

_____, District Counsel

DISTRICT:

KENSINGTON POLICE PROTECTION AND
COMMUNITY SERVICES DISTRICT

By: _____

Name: Gregory E. Harman

Title: General Manager/Chief of Police

ATTEST:

_____, District [Secretary/Clerk]

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EXHIBIT "A"

SPECIFIC PROVISIONS

I. PROJECT MANAGER/KEY PERSONNEL

CONSULTANT shall provide the services indicated on the attached **Exhibit "B"**, Scope of Services ("Services"). (All exhibits referenced are incorporated herein by reference.) To accomplish that end, CONSULTANT agrees to assign G. Craig Hill, who will act in the capacity of Project Manager, and who will personally direct such Services.

It is understood and agreed by the parties that the Project Manager identified above is necessary for the successful prosecution of the project work due to his unique expertise, depth, and breadth of experience. There shall be no change in the CONSULTANT's Project Manager without prior written approval from the District. CONSULTANT recognizes that the identity of the Project Manager was instrumental in the District's decision to award the work to CONSULTANT, and that a compelling reason for substituting the Project Manager must be provided in order for the District to consent to such a change. Any substitutions shall be persons of comparable or superior experience and expertise. Failure to comply with the provisions of this Section shall constitute a material breach of CONSULTANT's obligations under this Agreement.

Except as may be specified elsewhere in this Agreement, CONSULTANT shall furnish all technical and professional services including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to complete the Services in accordance with the terms of this Agreement.

II. NOTICE TO PROCEED/COMPLETION OF SERVICE

A. NOTICE TO PROCEED

CONSULTANT shall commence the Services upon delivery to CONSULTANT of a written "Notice to Proceed", which Notice to Proceed shall be in the form of a written communication from designated DISTRICT contact person(s). Notice to Proceed may be in the form of e-mail, fax or letter authorizing commencement of the Services. For purposes of this Agreement, Gregory Harman shall be the designated DISTRICT contact person(s). Notice to Proceed shall be deemed to have been delivered upon actual receipt by CONSULTANT or if otherwise delivered as provided in the **Section V.H.** ("Notices") of this **Exhibit "A"**.

B. COMPLETION OF SERVICES

When DISTRICT determines that CONSULTANT has completed all of the Services in accordance with the terms of this Agreement, DISTRICT shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination of completion when, in its opinion, it has completed all of the

Services as required by the terms of this Agreement and, if so requested, DISTRICT shall make this determination within two (2) weeks of such request, or if DISTRICT determines that CONSULTANT has not completed all of such Services as required by this Agreement, DISTRICT shall so inform CONSULTANT within this two (2) week period.

III. PAYMENT OF FEES AND DIRECT EXPENSES

Payments shall be made to CONSULTANT as provided for in **Article 4** of this Agreement.

Direct expenses are charges and fees not included in **Exhibit "B"** and as detailed in **Exhibit "C"**. DISTRICT shall be obligated to pay only for those direct expenses that have been previously approved in writing by DISTRICT. CONSULTANT shall obtain written approval from DISTRICT prior to incurring or billing of direct expenses.

Copies of pertinent financial records, including invoices, will be included with the submission of billing(s) for all direct expenses.

IV. OTHER PROVISIONS

A. STANDARD OF WORKMANSHIP

CONSULTANT represents and warrants that it has the qualifications, skills and licenses necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and DISTRICT expressly relies upon CONSULTANT's representations and warranties regarding its skills, qualifications and licenses. CONSULTANT shall perform such Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

Any plans, designs, specifications, estimates, calculations, reports and other documents furnished under this Agreement shall be of a quality acceptable to DISTRICT. The minimum criteria for acceptance shall be a product of neat appearance, well-organized, technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by DISTRICT for similar purposes.

B. RESPONSIBILITY OF CONSULTANT

CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of the Services furnished by it under this Agreement. CONSULTANT shall not be responsible for the accuracy of any project or technical information provided by the DISTRICT. The DISTRICT's review, acceptance or payment for any of the Services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and CONSULTANT shall be and remain liable to DISTRICT in accordance with applicable law for all damages to DISTRICT caused by CONSULTANT's negligent performance of any of the services furnished under this Agreement.

C. RIGHT OF DISTRICT TO INSPECT RECORDS OF CONSULTANT

DISTRICT, through its authorized employees, representatives or agents, shall have the right, at any and all reasonable times, to audit the books and records (including, but not limited to, invoices, vouchers, canceled checks, time cards, etc.) of CONSULTANT for the purpose of verifying any and all charges made by CONSULTANT in connection with this Agreement. CONSULTANT shall maintain for a minimum period of three (3) years (from the date of final payment to CONSULTANT), or for any longer period required by law, sufficient books and records in accordance with standard California accounting practices to establish the correctness of all charges submitted to DISTRICT by CONSULTANT, all of which shall be made available to DISTRICT at the DISTRICT's offices within five (5) business days after DISTRICT's request.

D. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data (including, but not limited to, computer data and source code), drawings, descriptions, documents, discussions or other information developed or received by or for CONSULTANT and all other written and oral information developed or received by or for CONSULTANT and all other written and oral information submitted to CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT and shall not, without the prior written consent of DISTRICT, be used for any purposes other than the performance of the Services, nor be disclosed to an entity not connected with the performance of the such Services. Nothing furnished to CONSULTANT that is otherwise known to CONSULTANT or is or becomes generally known to the related industry (other than that which becomes generally known as the result of CONSULTANT'S disclosure thereof) shall be deemed confidential. CONSULTANT shall not use DISTRICT'S name or insignia, or distribute publicity pertaining to the services rendered under this Agreement in any magazine, trade paper, newspaper or other medium without the express written consent of DISTRICT.

E. NO PLEDGING OF DISTRICT'S CREDIT.

Under no circumstances shall CONSULTANT have the authority or power to pledge the credit of DISTRICT or incur any obligation in the name of DISTRICT.

F. OWNERSHIP OF MATERIAL.

All material including, but not limited to, computer information, data and source code, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared (or caused to be prepared) under this Agreement shall be the property of DISTRICT, but CONSULTANT may retain and use copies thereof subject to **Section V.D** of this **Exhibit "A"**.

DISTRICT shall not be limited in any way in its use of said material at any time for any work, whether or not associated with the DISTRICT project for which the Services are performed. However, CONSULTANT shall not be responsible for, and DISTRICT shall indemnify

CONSULTANT from, damages resulting from the use of said material for work other than PROJECT, including, but not limited to, the release of this material to third parties for work other than on PROJECT.

G. NO THIRD PARTY BENEFICIARY.

This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.

H. NOTICES.

Notices are to be sent as follows:

DISTRICT: Gregory Harman
Kensington Police Protection and Community
Services District
59 Arlington Avenue
Kensington, CA 94707

CONSULTANT: G. Craig Hill
NHA Advisors
4040 Civic Center Drive, Suite 200
San Rafael, CA 94903

I. FEDERAL FUNDING REQUIREMENTS.

- If the box to the left of this sentence is checked, this Agreement involves federal funding and the requirements of this **Section V.I.** apply.
- If the box to the left of this sentence is checked, this Agreement does not involve federal funding and the requirements of this **Section V.I.** do not apply.

1. DBE Program

CONSULTANT shall comply with the requirements of Title 49, Part 26, Code of Federal Regulations (49 CFR 26) and the DISTRICT-adopted Disadvantaged Business Enterprise programs.

2. Cost Principles

Federal Acquisition Regulations in Title 48, CFR 31, shall be used to determine the allowable cost for individual items.

3. Covenant against Contingent Fees

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the Local Agency shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

EXHIBIT "B"

SCOPE OF SERVICES

Voter Authorization

- Assist in the selection of bond counsel and other consultants necessary to hold an election and complete a financing, to the extent the DISTRICT desires such assistance.
- Consult with bond counsel and other legal counsel in the preparation and drafting of necessary documents for the election process.
- Prepare financing and projected tax rate schedules to assess financial impact of the financing program on the property owners, based on strategies that will minimize the tax rate impact.
- Consult with the County Registrar of Voters to establish the bond election proceedings and deadline dates. Assist DISTRICT and staff plan appropriately for such dates.
- Assist in the preparation of the DISTRICT's tax rate statement to be included in the voter pamphlet and review the tax rate statement with the County Assessor and such other staff as may be necessary to assure that the statement derives from official sources.
- Provide tax rate impact analyses to the DISTRICT for public information during the election campaign.
- Attend all meetings as required and provide staff support to the DISTRICT and staff as appropriate during the campaign process.

Debt Issuance

- Structure and manage specific financings in accordance with the DISTRICT's financing plan, capital project plan, and specific capital project needs and financing requirements.
- Coordinate the efforts of bond counsel and any other legal counsel, with respect to the preparation and approval of the financing documents by the DISTRICT Board.
- Attend all meetings and present materials for the debt financing procedure.
- For an issue that is to be rated, prepare and coordinate a comprehensive presentation to the rating services. This presentation will cover all relevant information regarding the financing and will be designed to address the DISTRICT's ability to fund the annual debt service payments through its tax base and the dynamics of the local economy. Prepare a similar presentation to bond insurers.
- Based on information provided to us by the DISTRICT and other participants in the financing, work with the DISTRICT's disclosure counsel to assemble the official statement for the financing in a manner consistent with existing laws and regulations and standards of the securities industry. The official statement serves as a marketing instrument and a disclosure document of the DISTRICT incident to the financing.
- Recommend a method of sale and provide the following services:
 - Advise as to securities market conditions and timing of sale;
 - Should the DISTRICT elect to offer its securities through public sale, distribute the official notice of sale and bid form, along with the preliminary official statement, to prospective underwriters, respond to their questions regarding the

financing, actively solicit their bids, coordinate publication of notices of sale, coordinate the bid opening process and calculate the true interest cost of each bid received to determine the lowest bidder;

- Should the DISTRICT elect to offer its securities through negotiated sale, assist the DISTRICT in the selection of an underwriter, negotiate underwriting spread and interest rates on behalf of the DISTRICT and monitor the underwriter's sales effort to ensure the lowest financing costs are achieved. The preferred method in a negotiated sale is to structure the financing and assemble the official statement as described above, and then select an underwriter and negotiate directly with its underwriting desk only when the issue is ready to sell. This approach, when pursued with three or four underwriters simultaneously, delivers the lowest possible negotiated underwriting cost, often approaching the results of a competitive sale.
- Coordinate the delivery, printing and final approval of legal documents, and the preparation of closing certificates and final official statement.
- Coordinate the work of the DISTRICT and members of the financing team to ensure that the issue is consummated within a reasonable period of time.
- Provide the necessary information to the County Tax Collector for the calculation and collection of the annual tax levy.
- Assist in planning for investment of funds and coordinate the activities.

EXHIBIT "C"

PAYMENT SCHEDULE

For work described under EXHIBIT B, CONSULTANT would provide the financial advisory services for the preparation and issuance of bonds upon a successful voter approval process.

Compensation Arrangement - Services provided by CONSULTANT will be charged on a contingent basis and CONSULTANT will only be paid in the event of voter approval of the bonds, from proceeds of bonds. Compensation will include the following components:

- Pre-Election Services - \$5,000
- Bond Issuance - \$35,000

Out-of-Pocket - All expenses will be billed directly at cost to the DISTRICT. Expenses will be limited to typical expenses necessary for completion of the services required, for example typical charges will include copying, mailing, shipping, and data purchase (if not provided by others). Travel will not be expensed.

EXHIBIT C: The contract for services with Jones Hall is still currently being reviewed and was not available at the time the agenda was posted. Once the contract is ready, it will be made available as a supplemental document to the agenda.

EXHIBIT D: PROPOSED TIMELINE AND ESTIMATED COSTS

Potential Ballot Measure Schedule

December 12, 2013 Voter Survey Review by Godbe Research - Complete

January 9 Board Meeting Action:

1. Endorse moving forward with a possible Bond Measure for building safety improvements and renovations to the Kensington Community Center.
2. Authorize amendment to contract with Godbe Research to add scope of work for the Lew Edwards Group.
3. Authorize a contract with NHA Advisors for financial advisory services.
4. Authorize a contract with Jones Hall for bond counsel services.
5. Authorize a legal budget of \$12,500 for District's legal counsel to review documents related to the Bond Measure.

February 13 Board Meeting:

1. Discussion and direction regarding Draft Ballot Language, Resolution in Final Form, and District's commitment to proceed with Bond Measure.

February (date TBD) Special Board Meeting

1. Action to call for the consolidated District election in June 2014
2. Adopt resolution for the Ballot Measure to be placed on the ballot

Estimated Costs Associated with Placing a Bond Measure on the Ballot

District Estimated Costs

Pre-Election Costs – GO Bond	Funding Spent	Funding Needed	Comments	Status
Financial Advisor	(\$5,000)	-	NHA Advisors Note: Funding courtesy of a generous grant from KCC	Complete
Survey Poll	\$18,500	\$5,000	Godbe Research Funding by District with approval of Amendment to Godbe Contract for LEG	80% Complete
District Legal Review		\$12,500	Oversight to Bond Measure	Needed
County Election Expense		\$25,000	Variable – Based on County past charges in Consolidated Election	Needed
District Mailers & Miscellaneous		\$5,000 - \$10,000	Estimated	Needed
Total District	\$18,500	\$47,500 to \$52,500		

Estimated Costs Paid with Bond proceeds only if Measure passes.

Financing Costs		Funding from Bond	Comments	Status
Financial Advisor		\$40,000	Pre and Post Election	Needed
Bond Counsel		\$25,000	Pre and Post Election	Needed
Disclosure Counsel		\$15,000	Post Election	Needed
Rating		\$10,000	Post Election	Needed
Trustee/Paying Agent		\$2,500	Post Election	Needed
Miscellaneous		\$10,000	Post Election	Needed
Bond Underwriting		\$35,000	Post Election	Needed
Estimated Costs		\$137,500	Paid with Bond proceeds only if Measure passes	

**KENSINGTON POLICE PROTECTION
AND COMMUNITY SERVICES DISTRICT
BOND ELECTION TIMETABLE
(June 3, 2014 Election)**

<u>ACTION</u>	<u>ACTION DEADLINE</u>
Finalize ballot language.	January 2014
Resolution making determinations and calling election and including request for consolidation of election (PRC Code §5790 et seq., Elec. Code §10403.) adopted by District Board .	February 2014
Elections Official publishes notice of election (Elec. Code §12112).	<i>Publication:</i> No later than 90 and no earlier than 120 days before the date of the election, publication once in a newspaper of general circulation published in the District, or if no such newspaper is published in the District, in a newspaper having general circulation in the District and published in any affected county in the District. (Between February 13, 2014 and March 5, 2014)
Resolution delivered to County Elections Official and Board of Supervisors.	Not later than 88 days before the date set for the election
Tax Rate Statement delivered to Elections Official (Elec. Code §§9400-9405)	March 7, 2014
Elections Official transmits a copy of the ballot measure to the County Auditor and the County Counsel for preparation of 500-word-maximum impartial analysis. (Elec. Code §9160.) <i>(County provisions apply to a District bond election pursuant to Elec. Code §9168.)</i>	After measure qualifies for place on ballot. After March 7, 2014
Elections Official sets deadline for filing ballot arguments and rebuttals (Elec. Code §9163). Notice of date must be published once (Gov. Code §9163). See Elec. Code §§ 9162 (arguments), 9167 (rebuttals), 9164 (author of arguments).	Deadline based on time necessary to prepare and print arguments and to permit the 10-calendar-day public examination set forth below. To be determined

Elections Official selects arguments (Elec. Code §9166) and distributes arguments for preparation of rebuttal arguments (Elec. Code §9167).

Deadline based on time necessary to prepare and print arguments and to permit the 10-calendar-day public examination set forth below.

Elections Official allows period of public examination of election materials (impartial analysis, ballot arguments, rebuttals). During this period, any voter in the District may seek a writ of mandate or an injunction to have election materials amended or deleted. (Elec. Code §9190.)

To be determined

Not less than 10 calendar days before the date on which election materials are to be printed

Elections Official mails to each registered voter: (a) a sample ballot and County Counsel's analysis (Elec. Code §13303 and §9160), (b) a tax rate statement (Elec. Code §§9401, 9402), (c) a notice card describing the polling place and time of the election (Elec. Code §13303), (d) an application for an absentee ballot (Elec. Code §3006), and (e) a notice of the voter's right to an absentee ballot (Elec. Code §13315). (See Elec. Code §13100 et seq. re. form of ballot.)

To be determined

Not more than 40 or less than 21 days before the date of the election.

Between April 24 and May 13, 2014

Election

June 3, 2014

Canvass of election returns by **Elections Official** (Elec. Code §15301).

To begin by the Thursday following election.

By June 5, 2014

Certified statement of election results by **Elections Official** within 28 days of election. (Elec. Code §15372.)

Within 28 days of election.

By July 1, 2014

District Board declares results of election. (Elec. Code §15400.)

At Board meeting following election.

Memorandum

Kensington Police Department



To: KPPCSD Board of Directors

APPROVED YES NO

From: Gregory E. Harman, General Manager/ Chief of Police

Date: Friday, January 03, 2014

FORWARDED TO:

Subject: New Business Item #2- Board Committees/ Coordinators

Pursuant to KPPCSD Board Policy 4060.1, the Board President, Len Welsh shall appoint and publicly announce the members of the standing committees and Board Coordinators for the 2014 year no later than the Board's Regular meeting in January.

Standing Committees of the Board are:

- Finance Committee
- Solid Waste Committee
- Emergency Preparedness Committee

Board Coordinators for:

- Finance & Administration
- Intergovernmental/ External Issues
- District Policies & Procedures
- Public safety Building
- Park Planning & Recreation
- Park Funding
- Community Outreach

Attached to this memo is a copy of KPPCSD Board Policy 4060 for review and definitions.

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

POLICY MANUAL

POLICY TITLE: Committees and Coordinators of the Board of Directors
POLICY NUMBER: 4060

4060.1 Standing Committees and Coordinators

The Board President shall appoint and publicly announce the members of the standing committees and Board Coordinators for the ensuing year no later than the Board's regular meeting in January.

4060.1.1 Board committees that are legislative bodies as defined by the Brown Act must meet the open meeting requirements of the Brown Act. If any language of this District policy conflicts with the Brown Act, the requirements of the Brown Act take precedence. For more information about what constitutes a legislative body as defined by the Brown Act (see California Government Code Sections 54950 through 54963).

4060.1.2 Committees of the Board of Directors shall consist of:

- A. Members of the Board.
- B. Members of the Kensington community where deemed appropriate by a majority vote of the Board.

4060.1.3 Coordinators shall be Board Members.

4060.2 The Board's standing committees may be assigned to review District functions, activities, and/or operations pertaining to their designated concerns, as specified below. Said assignment may be made by the Board president, a majority vote of the Board, or on the initiative of the committee. Any recommendations resulting from said review should be submitted to the Board via a written or oral report.

4060.3 Standing Committees of the Board

Emergency Preparedness Committee;
Solid Waste Committee;
Finance Committee:

- 4060.3.1 The Board's standing **Emergency Preparedness Committee** shall be concerned with the development of a community emergency preparedness plan in cooperation with Kensington Fire Protection District.
- 4060.3.2 The Board's standing **Solid Waste Committee** shall be concerned with the implementation of the solid waste/recycling contract and ensuring that it meets State and Local mandates.
- 4060.3.3 The Board's standing **Finance Committee** shall be concerned with the financial management of the District, including recommendations on the annual budget and major expenditures, investment policies, long-range planning, and comments and commendations regarding the annual audit and certified public accountant.
- 4060.4 The Board's Coordinators may be assigned to review District functions, activities, and/or operations pertaining to their designated concerns, as specified below. Said assignment may be made by the Board President or a majority vote of the Board, or on his or her own initiative. Any recommendations resulting from such review should be submitted to the Board via a written or oral report.

4060.5 **Board Coordinators**

Finance and Administration;
 Intergovernmental/External Issues;
 District Policies and Procedures;
 Public Safety Building
 Park Planning and Recreation; and
 Park Funding
 Community Outreach

- 4060.5.1 The Board Coordinator for **Finance and Administration** shall be concerned with the financial management of the District and serve as chair of the standing Finance Committee.
- 4060.5.2 The Board Coordinator for **Intergovernmental/External Issues** shall be concerned with new laws and legislation affecting the District and liaison with other governmental and legislative bodies.
- 4060.5.3 The Board Coordinator for **District Policies and Procedures** shall be responsible for developing and proposing updates to the District's Policy Manual and for proposing and reviewing policies for usage of the Kensington Park.
- 4060.5.4 The Board Coordinator for the **Public Safety Building** shall be responsible for negotiating and overseeing the long-term lease agreement with the Kensington Fire District.

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4060.5.5 The Board Coordinator for Park Planning and Recreation shall be concerned with monitoring the maintenance of the Park property, coordinating with other organizations responsible for recreational activities in the Park, and developing plans for future development of the park property.

4060.5.6 The Board Coordinator for Park Funding shall be concerned with coordinating fund-raising programs for further development of the park.

4060.5.7 The Board Coordinator for Community Outreach shall work with the General Manager to promote community awareness.

4060.6 Ad Hoc Committees

The Board President shall appoint ad hoc committees as may be deemed necessary or advisable by himself/herself or the Board. The duties of an ad hoc committee shall be outlined at the time of appointment, and the committee shall be considered dissolved when its final report has been made.