



# Tracy Rural County Fire Protection District

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**Board of Directors**

Pete Reece  
John Vieira  
Jeff Ramsey  
Matt Kopinski  
Craig Miller

**Clerk of the Board**

Raychel Jackson

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## Board of Directors – Regular Meeting Agenda Tuesday, May 9, 2023 at 4:00 PM PST

**Join Zoom Meeting**

<https://us06web.zoom.us/j/83198777844?pwd=UjZsTnpmYjJHYVZiMWVvN0JHVmt3UT09>

Call In Number: [1 \(669\) 900 6833](tel:16699006833)

Meeting ID: 831 9877 7844

Passcode: 320749

**Location: 835 N. Central Avenue  
Tracy, CA 95376  
2<sup>nd</sup> Floor**

**Notice to the Public: Pursuant to Assembly Bill 361, this meeting will be conducted via teleconference**

### 1. Roll Call and Pledge of Allegiance

### 2. Public Comment

Please, give your name, entity (if any), and address as well as what agenda item you wish to speak about to the Clerk of the Board so that your comments may be heard at the appropriate time. Comments must be limited to 3 minutes.

### 3. Consent Calendar

- 3.1 Adoption of the May 9, 2023 Agenda
- 3.2 Approval of the April 11, 2023 Minutes
- 3.3 Approval of May Warrant List
- 3.4 April Monthly Financials

### 4. Regular Agenda

- 4.1 Review and Adopt Resolution 2023-05 to Contract with Berreth Law Group for General Legal Counsel Services
- 4.2 Review and Approve Resolution 2023 – 06 for Setting the Tax Rate Under Government Code §53978
- 4.3 Review and Adopt Preliminary Budget for Fiscal Year 2023-2024
- 4.4 Receive Updated Information Regarding Station Maintenance Issues

## **5. Committee Reports**

### **5.1 JPA Representative Report**

## **6. Informational Update**

### **6.1 Fire Chief's Update**

## **7. Public Comment**

For any items not on the agenda.

## **8. Board Member Comment**

For any items not on the agenda and requests for future agenda items. No action will be taken on any questions or matters raised by the Board at this time.

## **9. Closed Session**

9.1 Consult with Legal Counsel – Existing Litigation (*Tracy Rural Fire District v. San Joaquin County*, San Joaquin Superior Court Case No. 2020-9831). (California Government Code section 54956.9). one case.

9.2 Conference with Legal Counsel – Significant Exposure to Litigation (California Government Code sections 54956.9(d)(2), 54956.9(e)(2)): one matter.

9.3 Consult with Legal Counsel – Existing Litigation (*Garcia, et al. v. Tracy Rural Fire District*, Case No. *STK-CV-UBC-2022-2826*). (California Government Code section 54956.9). one case.

9.4 Conference with Legal Counsel – Significant Exposure to Litigation (California Government Code sections 54956.9(d)(2), 54956.9(e)(2)): one matter.

## **10. Adjournment until Next Regular Session – June 13, 2023**

Compliance with the Americans with Disabilities Act (US Code Title 42) – Assistance for Those with Disabilities: If you have a disability and need accommodation to participate in the meeting, please contact the Administration Office (209-834-7269) or email ([raychel.jackson@tracyruralfire.org](mailto:raychel.jackson@tracyruralfire.org)) at least 72 hours prior to the meeting to inform us of your needs and to determine if accommodation is feasible.



## **Tracy Rural County Fire Protection District**

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### **Board of Directors – Regular Meeting Minutes Tuesday, April 11, 2023 2:00 PM**

#### **1. Roll Call and Pledge of Allegiance**

Chairman Reece called the meeting to order at 2:00 pm. Chairman Reece, Vice Chair Ramsey, Director Miller and Director Vieira present. Director Kopinski absent.

#### **2. Public Comment**

No Public Comment.

#### **3. Consent Calendar**

3.1 Adoption of the April 11, 2023 Agenda

3.2 Approval of the March 14, 2023 Minutes

3.3 Approval of April Warrant List

3.4 March Monthly Financials

- Motion was made by Vice-Chair Ramsey, seconded by Director Miller to accept Consent Calendar. Motion passed.

#### **4. Regular Agenda**

4.1 Receive Presentation from California Class Regarding Investment of Public Funds

- No Action. Presentation provided by Rick Wood from CSDA.

4.2 Receive Updated Information Regarding Station Maintenance Issues

- No Action.

4.3 Receive Updated Information Regarding District Owned Apparatus

- No Action.

4.4 Discuss and Take Action to Approve an Alternative Time for the Regularly Scheduled Meeting of the Tracy Rural County Fire Protection District Board of Directors

- Motion was made by Director Miller, seconded by Director Vieira to approve to move the time of the regular board meeting from 2:00 pm to 4:00 pm, date and location remain the same. Motion passed.

## **5. Committee Reports**

### **5.1 JPA Representative Report**

- Vice Chair Ramsey provided that South County Fire Authority had no meeting between the last regular board meeting.

## **6. Informational Update**

### **6.1 Fire Chief's Update**

- Chief Martin provided the monthly report based on the Fire Chief Update dated April 11, 2023, that was provided to the Board of Directors and staff at the meeting.

## **7. Public Comment**

No Public Comment.

## **8. Board Member Comment**

Vice Chair Ramsey thanked the firefighters who attended the Kimball High School career fair.

## **9. Closed Session**

No Action Taken.

## **10. Meeting Adjournment at 3:31 pm.**

*Raychel Jackson*

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Raychel Jackson, Clerk of the Board

April 28, 2023

TRACY RURAL COUNTY FIRE PROTECTION DISTRICT -- 49501 -- May 9, 2023

GENERAL OPERATING FUND	AMOUNT	ACCOUNT	VENDOR #
PETE REECE 30421 KOSTER ROAD TRACY, CA 95304	\$ 300.00	6226010900	. 0000010849
MATT KOPINSKI 33969 S. KOSTER ROAD TRACY, CA 95304	\$ -	6226010900	. 0000101809
CRAIG MILLER 5336 W. DURHAM FERRY ROAD Tracy, CA 95304	\$ 200.00	6226010900	. 0000105820
JEFF RAMSEY 27722 S. Bird Road TRACY, CA 95304	\$ -	6226010900	0000098549
JOHN VIEIRA 19700 SOUTH LAMMERS ROAD TRACY, CA 95304	\$ 100.00	6226010900	. 0000010852
BOWMAN & BERRETH, LLP 1820 WEST KETTLEMAN LANE, SUITE F LODI, CA 95242	\$ 1,470.00 \$ 1,675.00	6221005100 6221005120 6221005130	. 0000078394 GOVERNANCE Litigation
Total	\$ 3,145.00		
SAN JOAQUIN COUNTY REGISTRAR OF VOTERS P.O. BOX 810 STOCKTON, CA 95201	\$ 32,684.35	6221050302	. 0000001323
<b>TOTAL FOR GENERAL OPERATING FUND</b>	<b>\$ 36,429.35</b>		

TRACY RURAL COUNTY FIRE PROTECTION DISTRICT -- 49501 -- May 9, 2023

CAO RESERVE FUND 49591	AMOUNT	ACCOUNT	VENDOR #
Community First National Bank 215 Seth Child Rd. Manhattan, KS 66502		6331000100	. 0000102922
<b>TOTAL CAO FUND 49591</b>	\$ -		

**SIGNATURES OF BOARD MEMBERS**

\_\_\_\_\_  
PETE REECE, CHAIR

\_\_\_\_\_  
JOHN VIEIRA, DIRECTOR

\_\_\_\_\_  
MATT KOPINSKI, DIRECTOR

\_\_\_\_\_  
JEFF RAMSEY, VICE CHAIR

\_\_\_\_\_  
CRAIG MILLER, DIRECTOR

## PAID Monthly Expenses - Bank of Stockton TRF Operating Account

Description	Date Paid	Amt. Due
PG&E station 3	5/3/2023	\$ 1,224.73
PG&E station 4 - electric	5/3/2023	\$ 1,100.13
PG&E station 4 - gas	5/3/2023	\$ 45.43
PG&E station 5 - electric	5/3/2023	\$ 380.79
PG&E station 5 - gas	5/3/2023	\$ 256.19
PG&E Banta	5/3/2023	\$ 117.65
EcoWater System		
ProTech - Station 5 - alarm	5/1/2023	\$ 70.00
Patriot Pest Control	5/1/2023	\$ 238.00
Delta Disposal	4/19/2023	\$ 315.22
City of Tracy - Station 5	4/19/2023	\$ 336.42
ATT - Station lines	4/19/2023	\$ 171.73
CalPERS	5/1/2023	\$ 152.87
Paris Printing	5/1/2023	\$ 64.95
UPS	4/25/2023	\$ 17.77
The UPS Store - POB renewal	4/11/2023	\$ 552.00
ACE	4/26/2023	\$ 2.70
Staples	4/10/2023	\$ 258.89
Van Unen Propane	4/19/2023	\$ 86.20
Simonian & Simonian	4/25/2023	\$ 5,000.00
Jeff Ramsey - Monthly Stipend	5/9/2023	\$ 400.00
Matt Kopinski - Monthly Stipend	5/9/2023	\$ 600.00
Special District Financial District	5/9/2023	\$ 4,593.75
ATT - District Phone	4/25/2023	\$ 728.05

<b>Total Paid</b>
<b>\$ 16,713.47</b>

## PAID Monthly Expenses - Bank of Stockton TRF Capital Outlay Account

Description	Date Paid	Amt. Due
JRC - 94 doors	4/14/2023	\$ 200.00
LN Curtis - 93 equip	4/19/2023	\$ 3,010.19
Foothill Fire - 94 sprinkler inspection	4/24/2023	\$ 715.00
Foothill Fire - 94 sprinkler repair	4/24/2023	\$ 615.00
JRC - 93 kitchen sink	4/19/2023	\$ 650.00
R&S Erection - 94 app bay door	5/1/2023	\$ 417.50
JRC	5/1/2023	\$ 671.28

<b>Total Paid</b>
\$ 6,278.97



11:13 AM

05/04/23

Accrual Basis

**TRACY RURAL COUNTY FIRE PROTECTION DISTRICT**

**Balance Sheet**

**As of April 30, 2023**

	<u>Apr 30, 23</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
Bank of Stockton-Capital Outlay	1,190,685.81
Bank of Stockton-Operating	964,176.43
Bank of Stockton-Retirement	115,440.02
Fund 49501 - Operations	1,923,912.15
Fund 49512 - Retirement Buyout	18,893.92
Fund 49515 - Fire Facility Fees	474,507.41
Fund 49519 - Emergency Reserve	2,038,738.00
Fund 49591 - Capital Outlay Res	394,708.61
<b>Total Checking/Savings</b>	<u>7,121,062.35</u>
<b>Total Current Assets</b>	<u>7,121,062.35</u>
<b>TOTAL ASSETS</b>	<u><b>7,121,062.35</b></u>
<b>LIABILITIES &amp; EQUITY</b>	0.00



## **Tracy Rural County Fire Protection District**

Agenda Item 4.1

### **STAFF REPORT**

**Meeting:** Regular Meeting  
**Date:** May 9, 2023  
**To:** Board of Directors  
**Prepared by:** Raychel Jackson, District Clerk  
**Approved by:** Pete Reece, Chairperson

**Re:** Approve to Contract with Berreth Law Group to Serve as the General Legal Counsel for Tracy Rural Fire District

### **RECOMMENDATION**

Action Item   X   Non-Action Item       

Staff recommends the Directors approve the resolution to contract with Berreth Law Group to serve as general legal counsel of the District in accordance with the Tracy Rural Policies and Procedures Article 11.

### **BACKGROUND**

Kevin Berreth, esq. of Berreth Law Group will provide consultation, representation and legal advice to the District.

### **DISCUSSION**

Tracy Rural Fire District's Policies and Procedures authorizes the District to perform all acts essential for the exercise of powers including the use of legal advice available to the District, subject to the provisions of the policies and procedures. Article 11.

### **FISCAL IMPACTS**

The fiscal impact for procuring a general legal counsel is within the budgeted amount for legal fees. The attached proposal identifies costs approximations to cover the proposed scope of work.

### **ATTACHMENTS**

1. Proposal of Fees – Berreth Law Group
2. Resolution 2023-05



## **LEGAL SERVICES AGREEMENT**

**BERRETH LAW GROUP** (“Attorney”) and **TRACY RURAL COUNTY FIRE PROTECTION DISTRICT** (“District”) hereby agree that Attorney will provide legal services to Client on the terms as set forth below.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants and conditions contained herein, the parties hereby agree as follows:

### **1. PURPOSE OF REPRESENTATION**

The District hereby retains and employs Attorney as General Counsel to the District.

### **2. SCOPE OF SERVICES**

Attorney shall provide legal services on an ongoing and requested basis to include without limitation:

- Attendance at Board meetings and other board and JPA meetings on request of the Director and/or Board;
- Provide legal advice, written legal opinions, and consultation on all matters affecting the District to the District Board, Executive Director, boards, commissions, committees, officers, and employees of District and as requested by the District Board, the Executive Director, or his/her designee, in accordance with such policies and procedures as may be established by District from time to time;
- Be available for telephone consultation with District staff, as needed on legal matters which are within their area of operation;
- Prepare or review necessary legal documents such as: ordinances and resolutions; all agreements of any nature; all real property instruments of any nature including purchase agreements and escrows, leases, covenants, deeds, easements and licenses; bond size, amount, and offering terms and conditions; public works construction documents including bid specifications, contracts, bonds, insurance, liens and related documents; memorandums of understanding; franchise agreements; and all similar documents, all as requested by District;
- Represent and advise District on pending and potential litigation as requested by district; notwithstanding the foregoing, it is expressly understood that Attorney shall not be responsible for any pending litigation matter(s) handled by Attorney

previously or otherwise employed by the District until all files have been transferred to Attorney and Attorney has specifically appeared in the matter(s) as Attorney of record on behalf of District;

- Monitor pending and current legislation and case law as appropriate and advise Board of developments and make recommendations when legal action may be appropriate
- Supervise outside legal services, if any.

### **3. STANDARD OF PERFORMANCE.**

Attorney hereby represent that it has the qualifications and experience necessary to undertake the services to be provided pursuant to this Agreement. Attorney shall perform all work to the highest professional standards and in accordance with all ordinances, resolutions, statutes, rules, and regulations of the District, and any federal, state, or local governmental agency having jurisdiction in effect at the time the service is rendered.

### **4. DISTRICT'S DUTIES**

District agrees to be truthful with Attorney, to cooperate, to keep Attorney informed of any information or developments which may come to District's attention, to abide by this Agreement, to pay Attorney's bills on time, and to keep Attorney advised of District's address, telephone number and whereabouts. District will assist Attorney in providing necessary information and documents and will appear, when necessary, at legal proceedings.

### **5. TERM**

This Agreement is effective as of the date of this Agreement and shall remain in effect until amended or terminated in accordance with Section 10 below.

### **6. LEGAL FEES AND BILLING PRACTICES.**

District agrees to pay by the hour at Attorney prevailing rates for all time spent on District's matter by Attorney at the following rate:

- **Attorney's hourly rate - \$210.00;**
- **Paralegal/Legal Assistant's hourly rate - \$105.00**

The rates on this schedule are subject to change on 30 days' written notice to Client. If Client declines to pay increased rates, Attorney will have the right to withdraw as Attorney for Client. The time charged will include the time Attorney spends on telephone calls relating to Client's matter, including calls with Client, witnesses, opposing counsel or court personnel. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting, court hearing or other proceeding, each will charge for the time spent. Attorney will charge for waiting time in court and elsewhere and for travel time, both locally and out of town.

Time is charged in minimum units of one-tenth (.1) of an hour.

## **7. COSTS AND OTHER CHARGES**

7.1 Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements, and expenses in addition to the hourly fees. The costs and expenses commonly include, service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, long distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees and other similar items. Except for the items listed below, all costs and expenses will be charged at Attorney's cost.

In-office photocopying:	\$0.15/page
Mileage:	\$0.655/mile (subject to change per irs.gov)

7.2 Experts, Consultants, and Investigators. To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witnesses, consultants, or investigators. Client agrees to pay such fees and charges. Attorney will select any expert witnesses, consultants, or investigators to be hired, and Client will be informed of persons chosen and their charges.

## **8. BILLING STATEMENTS**

Attorney will send District statements for fees and costs incurred each calendar month. Each statement will be payable within 30 days of its mailing date. District may request a statement at intervals of no less than 30 days. If District so requests, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

## **9. INDEPENDENT CONTRACTOR.**

Attorney is and shall at all times remain as to the District, a wholly independent contractor and not an agent or employee of District. Attorney shall receive no premium or enhanced pay for work normally understood as overtime, nor shall Attorney receive holiday pay, sick leave, administrative leave, or pay for any other time not actually worked.

## **10. DISCHARGE AND WITHDRAWAL**

Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. After services conclude, Attorney will, upon Client's request, deliver Client's file and property in Attorney's possession whether or not Client has paid for all services.

## **11. DISCLAIMER OF GUARANTEE AND ESTIMATES**

Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion

only. Any estimate of fees given by Attorney shall not be a guarantee. Actual fees may vary from estimates given.

## **12. ALTERNATIVE DISPUTE RESOLUTION**

Client and Attorney agree to submit any dispute over Attorney's fees to binding arbitration. Any dispute over fees shall be resolved through binding arbitration before an agreed upon arbitrator. The costs and fees associated with binding arbitration shall be paid equally by Attorney and Client. Attorney and client shall pay their own costs and attorney fees associated with the binding arbitration. The arbitrator shall make a written determination and finding of fact with regard to the fee dispute.

\_\_\_\_\_ (Clients Initial Here)      \_\_\_\_\_ (Attorney Initial Here)

## **13. ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

## **14. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY**

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

## **15. MODIFICATION BY SUBSEQUENT AGREEMENT**

This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them, or an oral agreement only to the extent that the parties carry it out.

## **16. INDEMNIFICATION OF DISTRICT**

16.1. To the fullest extent permitted by law, Attorney shall indemnify, defend (with independent counsel approved by the District) and hold harmless the District, and its elective or appointive boards, officers, and employees from and against liabilities, including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including, but not limited to, reasonable Attorney's fees, court costs and costs of alternative dispute resolution regardless of nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of Attorney or Attorney's officers, employees, agents or subcontractors. The provisions of this Section survive completion of the services or the termination of this Agreement. The acceptance of such services shall not operate as a waiver of such right of indemnification.

16.2 With regard to Attorney's professional services, Attorney agrees to use that degree of care and skill ordinarily exercised under similar circumstances by members of the legal profession including, without limitation, adherence to all applicable ethical and safety standards.

## **17. INSURANCE REQUIREMENTS**

Attorney has agreed to and does now maintain errors and omissions liability insurance covering the work for District.

## **18. EFFECTIVE DATE**

This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

**THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. CLIENT HAS RECEIVED A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.**

**IN WITNESS WHEREOF**, the District and Attorney have executed this Agreement effective as of the date written above.

**DISTRICT (Client)**

**BERRETH LAW GROUP (Attorney)**

By: \_\_\_\_\_  
Pete Reece, Board Director

By: \_\_\_\_\_  
Kevin J. Berreth, Attorney / Owner

**ATTESTED**

By: \_\_\_\_\_  
Raychel Jackson, Board Clerk



## Tracy Rural County Fire Protection District

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### Resolution No. 2023-05

#### APPROVE CONTRACT WITH BERRETH LAW GROUP TO PROVIDE GENERAL LEGAL COUNSEL SERVICES

**WHEREAS**, the Tracy Rural County Fire Protection District (District) desires professional assistance for general legal counsel services; and

**WHEREAS**, the District seeks to select a legal counsel to represent the legal needs of the District in accordance with Article 11 of the District's Policies and Procedures; and

**WHEREAS**, the District received a proposal from Berreth Law Group to provide general legal counsel services; and

**WHEREAS**, the District seeks to retain Berreth Law Group as legal counsel; and

**NOW THEREFORE, BE IT RESOLVED**, by the Board of Directors of the Tracy Rural County Fire Protection District that:

The District does hereby authorize to contract with Berreth Law Group to serve as general counsel for the Tracy Rural Fire District;

Motion passed.

Passed, approved, and adopted this 9<sup>th</sup> day of May, 2023.

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Pete Reece, Chairman of the Board

ATTEST:

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Raychel Jackson, Clerk of the Board





## **Tracy Rural County Fire Protection District**

Agenda Item 4.2

### **STAFF REPORT**

**Meeting:** Regular Meeting  
**Date:** May 9, 2023  
**To:** Board of Directors  
**Prepared by:** Raychel Jackson, District Clerk  
**Approved by:** Pete Reece, Chairperson

**Re:** Approve Resolution 2023-06 Setting the Tax Rate Under  
Government Code §53978 for Fiscal Year 2023-2024

### **RECOMMENDATION**

Action Item ☒ Non-Action Item ☐

Approve setting the tax rate under Government Code §53978 for the Fiscal Year 23/24.

### **BACKGROUND**

Annually, in accordance with California Government Code §53978, the District is required by resolution to set a special tax rate fee under San Joaquin County Ordinance R-83-895.

### **DISCUSSION**

The approved special tax shall be collected in the same manner as other charges and taxes collected by the County of San Joaquin on behalf of the District. The special tax shall be in addition to the annual tax rate allowed by law. The revenue from this special tax will be used to provide revenue for the District to use in performing essential fire protection and prevention services and emergency medical response services, including acquiring, operating and maintaining fire suppression equipment and funding capital improvements.

### **FISCAL IMPACTS**

None.

### **ATTACHMENTS**

1. Resolution 2023-06



## Tracy Rural County Fire Protection District

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### Resolution No. 2023-06

#### SETTING THE SPECIAL TAX RATE UNDER GOVERNMENT CODE SECTION 53978

**WHEREAS**, Government Code Section 53978 requires the District by Resolution set a Special Tax Rate fee under San Joaquin County Ordinance R-83-895; and

**WHEREAS**, The Tracy Rural County Fire Protection District Board of Directors resolves to set these charges without regard to property valuation for Fire Prevention and Fire Suppression as follows:

Residential dwelling, commercial residential, agriculture, Commercial, industrial, and the San Joaquin County River Club	\$0.03 per square foot
Vacant residential lots, vacant commercial lots, and mobile home lots	\$12.00 per parcel
Waste lands, berms and BOE property	\$10.00 per acre
Gas wells, hay barns and loafing barns	\$25.00 per parcel
Vacant industrial lots	\$250.00 per parcel
Poultry containment buildings	\$0.01 per square foot
Tire storage facilities and/or wood chip storage	\$1,500.00 per parcel

**NOW THEREFORE, BE IT RESOLVED**, by the Board of Directors of the Tracy Rural County Fire Protection District that:

The District does hereby authorizes setting the special tax rate under Government Code Section 53978;

Motion passed.

Passed, approved, and adopted this 9<sup>th</sup> day of May, 2023.

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Pete Reece, Chairman of the Board

ATTEST:

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Raychel Jackson, Clerk of the Board



## **Tracy Rural County Fire Protection District**

Agenda Item 4.3

### **STAFF REPORT**

**Meeting:** Regular Meeting  
**Date:** May 9, 2023  
**To:** Board of Directors  
**Prepared by:** Raychel Jackson, District Clerk  
**Approved by:** Pete Reece, Chairperson

**Re:** Adopt the Preliminary Budget for Fiscal Year 2023-2024

### **RECOMMENDATION**

Action Item   X   Non-Action Item       

It is recommended that the Tracy Rural County Fire Protection District Board of Directors receive the proposed preliminary budget for FY2023-24.

### **BACKGROUND**

The Fire Protection District Law of 1987 provides the Board shall adopt a preliminary budget before June 30 and adopt a final budget before or on October 1 of each year.

### **DISCUSSION**

Staff has prepared the FY2023/24 preliminary budget based on current available information. The budget is presented as a preliminary budget so the Directors can provide input which will be incorporated into the final budget. The budget provides for the financial planning and evaluation of all funds. Fund accounts include: 1) General; 2) Building Maintenance and Apparatus Funds within the Capital Outlay; 3) Fire Facilities; 4) Retirement Buyout; and 5) Reserve.

### **FISCAL IMPACTS**

None.

### **ATTACHMENTS**

1. FY 2023-24 Preliminary Budget.

# TRACY RURAL COUNTY FIRE PROTECTION DISTRICT

## FY2023/2024 Prelim Budget

<u>General / Operating</u>	ACTUAL	ACTUAL	ACTUAL	PROJECTED	PROJECTED
	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24
<b>Revenues</b>					
Property Taxes	\$ 6,357,144.00	\$ 7,260,933.89	\$ 8,180,069.15	\$ 9,243,478.14	\$ 9,798,086.83
				\$ -	\$ -
Property Assessments	\$ 1,385,619.00	\$ 1,486,473.34	\$ 1,583,570.45	\$ 1,631,077.56	\$ 1,728,942.21
				\$ -	\$ -
Homeowners / State Property Tax	\$ 48,385.00	\$ 50,597.28	\$ 52,670.76	\$ 47,008.65	\$ 49,829.17
				\$ -	\$ -
Miscellaneous Income	\$ 18,342.00	\$ 79,898.11			
				\$ -	\$ -
Interest	\$ 24,962.00	\$ 15,002.00	\$ 8,539.00	\$ 10,000.00	\$ 10,000.00
				\$ -	\$ -
Licenses, Permits	\$ 4,813.00	\$ -	\$ -	\$ -	\$ -
<b>Total Revenue</b>	<b>\$ 7,839,265.00</b>	<b>\$ 8,892,904.62</b>	<b>\$ 9,824,849.36</b>	<b>\$ 10,931,564.35</b>	<b>\$ 11,586,858.21</b>
<b>Expenses</b>					
Audited Financial Statements	\$ 6,725.00	\$ 6,725.00	\$ 6,725.00	\$ 8,300.00	\$ 8,300.00
Auditors Direct Assessment	\$ 13,906.29	\$ 14,882.25	\$ 15,756.15	\$ 16,000.00	\$ 16,000.00
Auditors PR & AP Charges	\$ 98,024.00	\$ 110,187.00	\$ 133,019.00	\$ 135,000.00	\$ 135,000.00
Auditors Tax Admin Charges		\$ -	\$ -	\$ 600.00	\$ 600.00
Administrative					
Executive Admin	\$ 53,258.67	\$ 48,581.00	\$ 50,200.00	\$ 55,125.00	\$ 57,881.25
Director Fees	\$ 12,200.00	\$ 17,300.00	\$ 17,345.00	\$ 20,000.00	\$ 20,000.00
Elections				\$ 45,000.00	
Facility Maintenance					
Station 93					\$ 35,000.00
Station 94					\$ 45,000.00
Station 95					\$ 15,000.00
Banta					\$ 5,000.00

**TRACY RURAL COUNTY FIRE PROTECTION DISTRICT**

**FY2023/2024 Prelim Budget**

<u><b>General / Operating</b></u>	<b>ACTUAL</b>	<b>ACTUAL</b>	<b>ACTUAL</b>	<b>PROJECTED</b>	<b>PROJECTED</b>
	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24
Fund Transfers					
Capital Outlay	\$ 250,000.00				
Apparatus/Equip		\$ 1,020,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00
Building Maint/Impr		\$ 300,000.00	\$ 100,000.00	\$ 100,000.00	
New Constr.		\$ -	\$ -	\$ -	\$ -
Medical Leave Buyout	\$ 100,000.00	\$ 200,000.00	\$ 100,000.00	\$ 150,000.00	\$ 150,000.00
Emergency Reserve				\$ -	\$ -
Bank of Stockton	\$ 250,000.00				
Insurance - General Liability	\$ 20,719.00	\$ 22,325.76	\$ 32,667.00	\$ 40,000.00	\$ 50,000.00
Legal Services					
Document Review	\$ -	\$ -	\$ -	\$ 25,000.00	\$ -
General	\$ 70,994.58	\$ 45,691.62	\$ 48,147.45	\$ 75,000.00	\$ 75,000.00
JPA	\$ 7,759.50	\$ 22,752.42	\$ 6,520.50	\$ 20,000.00	\$ 20,000.00
Litigation	\$ 77,560.33	\$ 135,554.61	\$ 78,114.71	\$ 100,000.00	\$ 50,000.00
Membership/Association Dues					
Seminars	\$ 115.09	\$ 1,050.00	\$ 2,665.00	\$ 3,000.00	\$ 5,000.00
Membership Dues	\$ 2,705.00	\$ 2,453.00	\$ 4,574.00	\$ 5,000.00	\$ 5,000.00
Miscellaneous		\$ 38,962.40	\$ 4,953.01	\$ 30,000.00	\$ 15,000.00
Office Expense					
Computer		\$ 3,207.19	\$ 1,340.31	\$ 2,000.00	\$ 2,000.00
Miscellaneous	\$ 5,867.76	\$ 7,853.76	\$ 4,353.25	\$ 5,000.00	\$ 5,000.00
Phone		\$ 2,503.12	\$ 4,415.27	\$ 6,000.00	\$ 6,000.00
Postage		\$ 174.20	\$ 142.55	\$ 200.00	\$ 200.00
Software/Hardware		\$ 181.19	\$ 911.41	\$ 500.00	\$ 500.00
Supplies		\$ 330.12	\$ 9.36	\$ 400.00	\$ 400.00
Travel	\$ 2,291.71			\$ 1,000.00	\$ 3,000.00
Retirement					
PERS	\$ 846.59	\$ 1,711.34	\$ 1,770.72	\$ 2,700.00	\$ 2,700.00
PERS Acutuarial Study					

**TRACY RURAL COUNTY FIRE PROTECTION DISTRICT**

**FY2023/2024 Prelim Budget**

<u><b>General / Operating</b></u>	<b>ACTUAL</b>	<b>ACTUAL</b>	<b>ACTUAL</b>	<b>PROJECTED</b>	<b>PROJECTED</b>
	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24
PERS Unfunded Liability (Pre-1999)	\$ 455,881.00	\$ 504,882.00	\$ 519,781.00	\$ 583,439.45	\$ 583,439.45
PERS Unfunded Liability (1999-2022)				\$ 646,994.00	\$ 646,994.00
Safety Plan	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00
Consultant Reports					
Benefit Assessment - HdL	\$ 2,911.20	\$ 3,208.00	\$ 11,936.82	\$ 5,000.00	\$ 5,000.00
County Report	\$ 1,099.81	\$ 1,168.35	\$ 1,200.79	\$ 2,000.00	\$ 2,000.00
Misc. Report	\$ 16,705.16	\$ 13,433.75	\$ 1,299.41	\$ 4,000.00	\$ 4,000.00
State Controllers Report	\$ -			\$ 800.00	\$ 800.00
SSJCFA - JPA	\$ 5,717,780.96	\$ 5,833,333.00	\$ 9,527,364.02	\$ 9,408,736.00	\$ 9,956,839.00
City of Tracy	\$ 27,026.45				
Utilites	\$ 30,235.92				
Station 93		\$ 24,413.10	\$ 23,354.05	\$ 30,000.00	\$ 30,000.00
Station 94		\$ 24,070.07	\$ 17,518.12	\$ 30,000.00	\$ 30,000.00
Station 95			\$ 10,589.26	\$ 20,000.00	\$ 20,000.00
Banta					
Vector Control / Water Assessmt			\$ 43.02		
Total Expense	\$ 7,225,314.02	\$ 8,407,634.25	\$ 10,927,416.18	\$ 11,777,494.45	\$ 12,207,353.70
Net Income	\$ 613,950.98	\$ 485,270.37	\$ (1,102,566.82)	\$ (845,930.10)	\$ (620,495.49)



## **Tracy Rural County Fire Protection District**

Agenda Item 4.4

### **STAFF REPORT**

**Meeting:** Regular Meeting  
**Date:** May 9, 2023  
**To:** Board of Directors  
**Prepared by:** Raychel Jackson, District Clerk  
**Approved by:** Pete Reece, Chairperson

**Re:** Update Information Regarding Station Maintenance Issues

### **RECOMMENDATION**

Action Item ☒ Non-Action Item ☐

Receive an update on Station 93, Station 94 and Station 95 maintenance issues and modifications and provide direction to staff concerning future projects.

### **BACKGROUND**

Station 93, located at 1400 W Durham Ferry Road, was constructed and occupied in 2006. Station 94, located at 16502 West Schulte Road, was remodeled from an existing 20+ year old ranch house into a fire station in 1995. Over the years, both stations have experienced maintenance issues that can be attributed to their age and the normal wear and tear related to fire station operations.

### **DISCUSSION**

Ongoing maintenance and repairs at all stations. Update on solar at Station 93; update on Cost for maintaining property; update on the punch list for Station 95;

### **FISCAL IMPACTS**

None.

### **ATTACHMENTS**

None.