



# Tracy Rural County Fire Protection District

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**Board of Directors**

Craig Miller  
Matt Kopinski  
Jeff Ramsey  
Pete Reece  
John Vieira

**Clerk of the Board**

Raychel Jackson

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**Board of Directors – Regular Meeting Agenda**

**3:30 p.m. (Special Meeting-Closed Session)**

**4:00 p.m. (Regular Meeting)**

**Tuesday, June 9, 2026 at 4:00 PM PST**

**Join Zoom Meeting**

<https://us06web.zoom.us/j/89387814339?pwd=dadwBoqfWDWH3VYrC860mshH3JBpLL1>

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

Meeting ID: 893 8781 4339

Passcode: 812385

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

**3:30 p.m. (Special Meeting)****1. Roll Call and Pledge of Allegiance****2. Public Comment****3. Closed Session**

- 3.1 Public Employee Appointment and Contract Negotiations  
(Government Code §§54957, 54957.6)  
Title: General Manager

**4:00 p.m. (Regular Meeting)****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 June 9, 2026 Agenda
- 3.2 Approval of the May 12, 2026 Minutes
- 3.3 May Disbursement Report
- 3.4 Request for County Check Issuance

### **4. Regular Agenda**

- 4.1 Review and Approve Resolution 2026 - 10 Land Use Attorney Services Agreement
- 4.2 Review and Approve Resolution 2026 – 11 for Setting the Tax Rate Under Government Code §53978
- 4.3 Review and Approve Preliminary Budget for Fiscal Year 2026-2027

### **5. Committee Reports**

- 5.1 JPA Representative Report
- 5.2 CenCal Fire Report

### **6. Informational Update**

- 6.1 Fire Chief's Update
- 6.2 Future Fire Stations Update
- 6.3 SSJCFA Radio System Update
- 6.4 Staff 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. Future Agenda Items**

### **10. Adjournment until Next Regular Session – July 14, 2026**

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

Agenda Item 3.2

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## Board of Directors – Regular Meeting Minutes Tuesday, May 12, 2026 4:00 PM

### 1. Roll Call and Pledge of Allegiance

Chairman Miller called the meeting to order at 4:00 pm and, Craig Miller, Jeff Ramsey, Pete Reece and John Vieira present. Matt Kopinski absent.

### 2. Public Comment

No Public Comment.

### 3. Consent Calendar

3.1 Adoption of the May 12, 2026 Agenda

3.2 Approval of the April 14, 2026 Minutes

3.3 April Disbursement Report

3.4 Request for County Check Issuance

- **Motion** was made by Director Ramsey seconded by Director Reece to accept Consent Calendar. **Vote:** Motion passed, 4-0.

### 4. Regular Agenda

4.1 Review and Approve of Contract to Prepare UAL Actuarial Report

- **Motion** was made by Director Ramsey seconded by Director Reece to Approve Contract from Via Actuarial Solutions to Prepare an Analytical UAL Report in the amount of \$17,500.00

**Vote:** Motion passed, 4-0.

4.2 Review and Approve Quote for Purchase and Installation of Gate at Station 93

- **Motion** was made by Director Reece seconded by Director Ramsey to Approve R&S Door to Purchase and Installation of Gate at Station 93 in the amount of \$19,434.00.

**Vote:** Motion passed, 4-0.

4.3 Review and Approve Notice of Governing Member Election and / or Notice to Submit Measure (s) to a Vote of the Voters

- **Motion** was made by Director Ramsey seconded by Director Reece to Approve Notice of Governing Member Election and Submit to San Joaquin County Registrar of Voters.

**Vote:** Motion passed, 4-0.

## **5. Committee Reports**

### 5.1 JPA Representative Report

Director Ramsey provided there was no update

### 5.2 Cen Cal Fire Report

Director Ramsey provided there was a Special Meeting on April 30<sup>th</sup>.

## **6. Informational Update**

### 6.1 Fire Chief's Update

- Chief Bradley provided the monthly report.

### 6.2 Future Fire Station

- Chief Bagley provided an update on Station 91 remodel and 97 relocation

### 6.3 SSJCFA Radio System Update

- Chief Bagley provided an update

### 6.4 Staff Update

- Staff provided and update with regards to station maintenance, nexus study and banking / investment updates.

## **7. Public Comment**

No Public Comment.

## **8. Board Member Comment**

The Board of Directors gave their condolences to Chief Bradley and family for the loss of his mom.

## **9. Future Agenda Items**

Land Use Attorney Discussions

VIA Actuarial presentation

## **10. Closed Session**

### 10.2 Public Employee Appointment and Contract Negotiations

(Government Code §§54957, 54957.6)

Title: General Manager

**Action:** No Reportable Action.

## **11. Meeting Adjournment at 5:14 pm.**

*Raychel Jackson*

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Raychel Jackson, Clerk of the Board

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May 19, 2026

**Tracy Rural Fire Protection District  
Balance Sheet  
As of May 31, 2026**

	<b>Total</b>
<b>Assets</b>	
Current Assets	
Bank Accounts	
CA CLASS - Capital	1,214,299.17
CA Class - Fire Facility Fees	540,956.69
CA Class - Reserves	1,162,119.89
Fund 49501 - Operations	7,424,517.89 *
Fund 49515 - Fire Facility Fees	205,669.44 *
Fund 49519 - Emergency Reserve	17,020.50 *
Fund 49591 - Capital Outlay Res	5,512.97 *
Tri Counties Bank - Capital Improvement	521,387.50
Tri Counties Bank - Medical Leave Bank	158,628.03
Tri Counties Bank - Operating	166,637.42
Tri Counties Bank - Reserves	1,154,586.63
<b>Total for Bank Accounts</b>	<b>\$12,571,336.13</b>

**\*Last Reconciled April 2026**

# Tracy Rural Fire Protection District

## Budget vs. Actuals FY 25/26

July 2025 - June 2026

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
<b>Income</b>				
CA CLASS - Capital Investment				
Interest	43,382.74		43,382.74	
<b>Total CA CLASS - Capital Investment</b>	<b>43,382.74</b>		<b>43,382.74</b>	
CA Class - FFF Investment				
CA Class - FFF Interest	3,324.96		3,324.96	
<b>Total CA Class - FFF Investment</b>	<b>3,324.96</b>		<b>3,324.96</b>	
CA Class - Reserves Investment				
CA Class - Reserves Interest	41,518.58		41,518.58	
<b>Total CA Class - Reserves Investment</b>	<b>41,518.58</b>		<b>41,518.58</b>	
Fund 49501 - Property Tax				
Homeowners Exemption - State	31,914.50	57,075.54	-25,161.04	55.92 %
Interest Income	166,870.43	10,000.00	156,870.43	1,668.70 %
Prior - SB813	1,754.25	5,166.64	-3,412.39	33.95 %
Prior - Unsecured	18,419.68	9,045.18	9,374.50	203.64 %
Prop 172	132,298.00	132,298.00	0.00	100.00 %
Secured	12,665,298.21	12,017,854.20	647,444.01	105.39 %
Secured SB813	512,551.59	370,507.28	142,044.31	138.34 %
Special Assessments - Current	1,988,296.76	1,997,319.36	-9,022.60	99.55 %
Special Assessments - Prior	1,814.92	2,491.27	-676.35	72.85 %
Unsecured	794,038.88	721,459.41	72,579.47	110.06 %
Unsecured SB813	20,535.70	23,160.19	-2,624.49	88.67 %
<b>Total Fund 49501 - Property Tax</b>	<b>16,333,792.92</b>	<b>15,346,377.07</b>	<b>987,415.85</b>	<b>106.43 %</b>
Fund 49519 - Emergency Reserve	12,327.00		12,327.00	
Interest	16,746.50		16,746.50	
<b>Total Fund 49519 - Emergency Reserve</b>	<b>29,073.50</b>		<b>29,073.50</b>	
Fund 49591 - Capital Outlay				
Interest	226.97		226.97	
Rent				
New Jerusalem School	2,400.00	2,400.00	0.00	100.00 %
<b>Total Rent</b>	<b>2,400.00</b>	<b>2,400.00</b>	<b>0.00</b>	<b>100.00 %</b>
<b>Total Fund 49591 - Capital Outlay</b>	<b>2,626.97</b>	<b>2,400.00</b>	<b>226.97</b>	<b>109.46 %</b>
Interest Income – Fire Facility Fees	20,921.82		20,921.82	
Refund	1,359.84		1,359.84	
Services	8,565.00		8,565.00	
TCB Capital				
Interest	19,581.91		19,581.91	
<b>Total TCB Capital</b>	<b>19,581.91</b>		<b>19,581.91</b>	
TCB Medical Leave Bank		200,000.00	-200,000.00	
Interest	5,219.65		5,219.65	
<b>Total TCB Medical Leave Bank</b>	<b>5,219.65</b>	<b>200,000.00</b>	<b>-194,780.35</b>	<b>2.61 %</b>
TCB Operating				

# Tracy Rural Fire Protection District

## Budget vs. Actuals FY 25/26

July 2025 - June 2026

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Interest	18,064.48		18,064.48	
<b>Total TCB Operating</b>	<b>18,064.48</b>		<b>18,064.48</b>	
TCB Reserves				
Interest	19,732.63		19,732.63	
<b>Total TCB Reserves</b>	<b>19,732.63</b>		<b>19,732.63</b>	
<b>Total Income</b>	<b>\$16,547,165.00</b>	<b>\$15,548,777.07</b>	<b>\$998,387.93</b>	<b>106.42 %</b>
<b>GROSS PROFIT</b>	<b>\$16,547,165.00</b>	<b>\$15,548,777.07</b>	<b>\$998,387.93</b>	<b>106.42 %</b>
Expenses				
Apparatus Repair	51,595.63		51,595.63	
Audited Financial Statements	10,450.00	8,500.00	1,950.00	122.94 %
Auditors Direct Assessment	19,931.30	21,000.00	-1,068.70	94.91 %
Auditors Tax Admin Charges	180,308.00	160,000.00	20,308.00	112.69 %
Building Maintenance Fund				
Station 3	17,645.35	40,000.00	-22,354.65	44.11 %
Station 4	47,083.95	40,000.00	7,083.95	117.71 %
Station 5 Tracy Hills	42,064.73	20,000.00	22,064.73	210.32 %
<b>Total Building Maintenance Fund</b>	<b>106,794.03</b>	<b>100,000.00</b>	<b>6,794.03</b>	<b>106.79 %</b>
Business Office Services	59,002.11	64,725.00	-5,722.89	91.16 %
Consultant Reports				
Benefit Assessment - HdL	13,312.50	14,000.00	-687.50	95.09 %
County Report	2,719.68	2,000.00	719.68	135.98 %
Misc. Report	12,300.00	5,000.00	7,300.00	246.00 %
<b>Total Consultant Reports</b>	<b>28,332.18</b>	<b>21,000.00</b>	<b>7,332.18</b>	<b>134.92 %</b>
Directors Fees		20,000.00	-20,000.00	
Craig Miller	3,093.91		3,093.91	
Jeff Ramsey	8,307.39		8,307.39	
Kopinski, Matt	6,026.93		6,026.93	
Reece, Pete	4,559.92		4,559.92	
Vieira, John	1,628.90		1,628.90	
<b>Total Directors Fees</b>	<b>23,617.05</b>	<b>20,000.00</b>	<b>3,617.05</b>	<b>118.09 %</b>
Fund Transfer	0.00		0.00	
Capital Fund		375,000.00	-375,000.00	
Major Apparatus Repair		35,000.00	-35,000.00	
<b>Total Capital Fund</b>		<b>410,000.00</b>	<b>-410,000.00</b>	
Medical Leave Bank		200,000.00	-200,000.00	
<b>Total Fund Transfer</b>	<b>0.00</b>	<b>610,000.00</b>	<b>-610,000.00</b>	<b>0.00 %</b>
Insurance - General Liability	67,328.00	64,000.00	3,328.00	105.20 %
Legal Services				
General	30,987.44	75,000.00	-44,012.56	41.32 %
JPA		10,000.00	-10,000.00	
Litigation		25,000.00	-25,000.00	

# Tracy Rural Fire Protection District

## Budget vs. Actuals FY 25/26

July 2025 - June 2026

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
<b>Total Legal Services</b>	<b>30,987.44</b>	<b>110,000.00</b>	<b>-79,012.56</b>	<b>28.17 %</b>
Membership/Association Dues	9,566.00	10,000.00	-434.00	95.66 %
Seminars	3,785.00	5,000.00	-1,215.00	75.70 %
<b>Total Membership/Association Dues</b>	<b>13,351.00</b>	<b>15,000.00</b>	<b>-1,649.00</b>	<b>89.01 %</b>
Miscellaneous	6,519.57	15,000.00	-8,480.43	43.46 %
Office Expense				
Computer	2,520.73	3,000.00	-479.27	84.02 %
Miscellaneous	264.68	4,000.00	-3,735.32	6.62 %
Phone	5,892.24	6,000.00	-107.76	98.20 %
Postage	78.00	200.00	-122.00	39.00 %
Software/Hardware	2,071.91	500.00	1,571.91	414.38 %
Supplies	1,798.16	400.00	1,398.16	449.54 %
Website / Web Hosting	3,615.00		3,615.00	
<b>Total Office Expense</b>	<b>16,240.72</b>	<b>14,100.00</b>	<b>2,140.72</b>	<b>115.18 %</b>
Retirement				
Medical Leave Bank	221,011.78		221,011.78	
PERS Unfunded Liability (1999-2022)	650,000.00	618,268.00	31,732.00	105.13 %
PERS Unfunded Liability (Pre 1999)	704,002.00	702,240.00	1,762.00	100.25 %
Safety Plan	700.00	700.00	0.00	100.00 %
<b>Total Retirement</b>	<b>1,575,713.78</b>	<b>1,321,208.00</b>	<b>254,505.78</b>	<b>119.26 %</b>
Service Charge	2,326.13		2,326.13	
SSJCFA - JPA				
FY2025-2026	11,828,700.00	11,980,575.00	-151,875.00	98.73 %
SSJCFA Regional Training Tower		256,689.00	-256,689.00	
<b>Total FY2025-2026</b>	<b>11,828,700.00</b>	<b>12,237,264.00</b>	<b>-408,564.00</b>	<b>96.66 %</b>
<b>Total SSJCFA - JPA</b>	<b>11,828,700.00</b>	<b>12,237,264.00</b>	<b>-408,564.00</b>	<b>96.66 %</b>
Travel & Training		3,000.00	-3,000.00	
Fuel	777.52		777.52	
Lodging	4,182.16		4,182.16	
Parking	105.00		105.00	
<b>Total Travel &amp; Training</b>	<b>5,064.68</b>	<b>3,000.00</b>	<b>2,064.68</b>	<b>168.82 %</b>
Utilities				
Station 3	11,437.06	30,000.00	-18,562.94	38.12 %
Station 4	19,275.68	30,000.00	-10,724.32	64.25 %
Station 5	24,063.92	25,000.00	-936.08	96.26 %
<b>Total Utilities</b>	<b>54,776.66</b>	<b>85,000.00</b>	<b>-30,223.34</b>	<b>64.44 %</b>
<b>Total Expenses</b>	<b>\$14,081,038.28</b>	<b>\$14,869,797.00</b>	<b>\$ -788,758.72</b>	<b>94.70 %</b>
NET OPERATING INCOME	<b>\$2,466,126.72</b>	<b>\$678,980.07</b>	<b>\$1,787,146.65</b>	<b>363.21 %</b>
Other Income				
Consultant Cost Reimbursements	8,500.00		8,500.00	
<b>Total Other Income</b>	<b>\$8,500.00</b>	<b>\$0.00</b>	<b>\$8,500.00</b>	<b>0.00%</b>

# Tracy Rural Fire Protection District

## Budget vs. Actuals FY 25/26

July 2025 - June 2026

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
NET OTHER INCOME	<b>\$8,500.00</b>	<b>\$0.00</b>	<b>\$8,500.00</b>	<b>0.00%</b>
NET INCOME	<b>\$2,474,626.72</b>	<b>\$678,980.07</b>	<b>\$1,795,646.65</b>	<b>364.46 %</b>

# TRACY RURAL COUNTY FIRE PROTECTION DISTRICT

## Cleared Transactions

May 2026

TRANSACTION TYPE	DATE	VENDOR	MEMO/DESCRIPTION	SPLIT	AMOUNT
<b>CA CLASS - Capital</b>					
Deposit	05/31/2026		Interest Earned	CA CLASS - Capital Investment:Interest	3,801.59
<b>Total for CA CLASS - Capital</b>					<b>\$3,801.59</b>
<b>CA Class - Fire Facility Fees</b>					
Deposit	05/31/2026		Interest Earned	CA Class - FFF Investment:CA Class - FFF Interest	1,693.56
<b>Total for CA Class - Fire Facility Fees</b>					<b>\$1,693.56</b>
<b>CA Class - Reserves</b>					
Deposit	05/31/2026		Interest Earned	CA Class - Reserves Investment:CA Class - Reserves Interest	3,638.23
<b>Total for CA Class - Reserves</b>					<b>\$3,638.23</b>
<b>Tri Counties Bank - Capital Improvement</b>					
Check	05/22/2026	Tashjian Towers Corporation	In 11284 - geo report	CIP Fund Balance:CIP - Building:CIP Station 93 Comm Tower	-18,600.00
Check	05/22/2026	R & S Erection	Fence deposit	CIP Fund Balance:CIP - Building:CIP Station 93 Comm Tower	-9,717.00
Deposit	05/31/2026		Interest Earned	TCB Capital:Interest	1,353.74
<b>Total for Tri Counties Bank - Capital Improvement</b>					<b>\$ -26,963.26</b>
<b>Tri Counties Bank - Medical Leave Bank</b>					
Deposit	05/31/2026		Interest Earned	TCB Medical Leave Bank:Interest	397.25
<b>Total for Tri Counties Bank - Medical Leave Bank</b>					<b>\$397.25</b>
<b>Tri Counties Bank - Operating</b>					
Check	05/01/2026	Special District Financial Services, LLC	April Inv	Business Office Services	-5,393.75
Check	05/05/2026	Delta Disposal Service		-Split-	-484.77
Check	05/05/2026	Dynamic Generator Service, Inc	annual service	Building Maintenance Fund:Station 4	-2,785.00
Check	05/05/2026	R&S Erection Tri-County, Inc.	93	Building Maintenance Fund:Station 3	-299.00
Check	05/05/2026	Pacific Gas & Electric		Utilities:Station 5	-2,000.00
Check	05/05/2026	Pacific Gas & Electric		Utilities:Station 4	-880.89
Check	05/05/2026	Amp Electric		-Split-	-1,836.74
Check	05/05/2026	Patriot Pest Managment		-Split-	-388.00
Check	05/12/2026	Matthew Kopinski	monthly stipend	Directors Fees:Kopinski, Matt	-488.67
Check	05/12/2026	Craig Miller	monthly stipend	Directors Fees:Craig Miller	-325.78
Check	05/12/2026	Jeff Ramsey	monthly stipend	Directors Fees:Jeff Ramsey	-814.45
Check	05/12/2026	Pete Reece	monthly stipend	Directors Fees:Reece, Pete	-651.56
Check	05/12/2026	John Vieira	Monthly stipend	Directors Fees:Vieira, John	-162.89
Check	05/15/2026	City of Tracy		Utilities:Station 4	-114.62
Check	05/15/2026	City of Tracy		Utilities:Station 5	-420.72
Check	05/25/2026			TCB Credit Card	-2,508.56
Check	05/26/2026	Delta Disposal Service		-Split-	-484.77
Check	05/26/2026	Berreth Law Group		Legal Services:General	-2,392.00
Check	05/26/2026	Advanced Tech 209 Inc	Livingroom AC	Building Maintenance Fund:Station 5 Tracy Hills	-545.00
Check	05/26/2026	Cintas Fire	Inv 52R-106864	Building Maintenance Fund:Station 4	-715.00

# TRACY RURAL COUNTY FIRE PROTECTION DISTRICT

## Cleared Transactions

May 2026

TRANSACTION TYPE	DATE	VENDOR	MEMO/DESCRIPTION	SPLIT	AMOUNT
Check	05/31/2026		Service Charge	Service Charge	-192.61
Deposit	05/31/2026		Interest Earned	TCB Operating:Interest	436.86
<b>Total for Tri Counties Bank - Operating</b>					<b>\$ - 23,447.92</b>
Tri Counties Bank - Reserves					
Deposit	05/31/2026		Interest Earned	TCB Reserves:Interest	2,891.41
<b>Total for Tri Counties Bank - Reserves</b>					<b>\$2,891.41</b>

# TRACY RURAL COUNTY FIRE PROTECTION DISTRICT

## TCB Credit Card Expenses

May 2026

TRANSACTION TYPE	DATE	VENDOR	MEMO/DESCRIPTION	SPLIT	AMOUNT
TCB Credit Card					
Credit Card Expense	05/01/2026	ProTech		Building Maintenance Fund:Station 5 Tracy Hills	70.00
Credit Card Expense	05/03/2026	USPS	POB renewal	Office Expense:Miscellaneous	188.00
Credit Card Expense	05/08/2026	Zoom		Office Expense:Software/Hardware	10.00
Credit Card Expense	05/15/2026	USPS	stamps	Office Expense:Postage	78.00
Credit Card Expense	05/15/2026	Juniors'	Lunch with Tri Counties Bank	Miscellaneous	62.87
Credit Card Expense	05/25/2026	AT&T		Office Expense:Phone	451.24
Check	05/25/2026			Tri Counties Bank - Operating	-2,508.56
Credit Card Expense	05/25/2026	EcoWater Systems		Utilities:Station 3	65.00
<b>Total for TCB Credit Card</b>					<b>\$ - 1,583.45</b>

# SPECIAL DISTRICT PAYMENT REQUEST

DATE OF REQUEST:

6/9/26

**E-mail this form with supporting back up documents to [ASpecialDistrictAP@sjgov.org](mailto:ASpecialDistrictAP@sjgov.org)**

Agenda Item 3.4

REQUESTING AGENCY: Tracy Rural County Fire Protection District

ADDITIONAL NOTES FOR PROCESSOR:

REQUESTOR'S CONTACT INFO: 209-834-7269

PAYMENT TYPE: Check

HANDLING CODE: Tracy Fire

	VENDOR NAME	VENDOR ADDRESS	Item Description	FUND	Cost Center	SPEND CATEGORY	TOTAL AMOUNT REQUESTED	ACO USE ONLY: INVOICE #.
1	Tracy Rural Fire District	PO Box 731, Tracy CA 95678	Fund Transfer	4223FD Tracy Rural Fire	40258CC Tracy Rural Fire	62350SC - Agency Fund Disbursement - Transfer	1,500,000.00	
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								

Claim examined and approved pursuant to GOV. Code Sec. 29741

**AUTHORIZED SIGNATURES:**

Date: \_\_\_\_\_  
 (Type in Name, Title) 6/9/26

Date: \_\_\_\_\_  
 (Type in Name, Title) 6/9/26

JEFFERY M. WOLTKAMP, CPA  
 County Auditor-Controller

by: \_\_\_\_\_  
 Deputy

\_\_\_\_\_  
 (Type in Name, Title)  
 Date: 6/9/26



**Tracy Rural County  
Fire Protection District**

Agenda Item 4.1

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**STAFF REPORT**

**Meeting:** Regular Meeting  
**Date:** June 09, 2026  
**To:** Board of Directors  
**Prepared by:** Kevin J. Berreth, District Counsel  
**Approved by:** Craig Miller, Chairperson

**Re:** Recommendations for Hiring Land Use Attorney

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**RECOMMENDATION**

**Action Item**  Non-Action Item

It is recommended that the Board authorize the retention of specialized land use attorney to provide legal services related to the District's current and anticipated land use, annexations, zoning, planning, permitting, development matters, and fees.

**BACKGROUND**

The District provides fire protection services for the surrounding unincorporated areas of the City of Tracy. As the City of Tracy expands through the annexation process with the County of San Joaquin, the new annexed properties do not detach from the District's fire services. Thus, the District's large service area has not decreased as the City of Tracy increases its footprint. One of the challenges facing the District is to ensure the District receives the required fees to continue providing fire protection services at a high level. The District must ensure it maximizes the collection of property taxes and impact/development fees. The District is currently evaluating and/or undertaking projects that may include construction of new fire stations, renovation of existing facilities, acquisition of property, installation of communications infrastructure, and other capital improvements. The District will need to update the MSR, Sphere of Influence, and ensure proper revenue retention.

While General Counsel provides legal advice regarding the District's governance, contracts, labor matters, public records compliance, and general municipal law issues, land use matters often require specialized expertise in zoning law, planning board procedures, site plan applications, variance applications, environmental review requirements, and interactions with municipal, county, and state regulatory agencies.



## Tracy Rural County Fire Protection District

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### **DISCUSSION**

The retention of dedicated land use counsel would provide the District with the following benefits:

1. Specialized Expertise - Land use counsel possesses focused experience in municipal land use law, zoning regulations, planning and zoning board proceedings, development applications, and related litigation.
2. Efficient Project Advancement - Early involvement of land use counsel can assist in identifying potential regulatory obstacles, developing application strategies, and coordinating with engineers, architects, planners, and other consultants.
3. Risk Mitigation - Specialized counsel can help minimize legal risks associated with permitting delays, application deficiencies, adverse board decisions, and potential challenges from neighboring property owners or interested parties.
4. Preservation of District Resources - By utilizing attorneys with specific subject matter expertise, the District can improve efficiency and reduce the likelihood of project delays or costly legal disputes.

### **Submitted Proposals**

- *Hanson Bridgett LLP*

Hanson Bridgett LLP's offices are located at 425 Market Street, 26th Floor, in San Francisco, California. The proposal was submitted by Robin R. Baral, Partner. The proposal provides a blended billing rate of \$650.00 per hour for all partners and senior counsel associated with representing the District. Mr. Baral has more than 15 years of practice as an attorney. His "core expertise" lies in facilitating entitlement approvals and efficiently navigating environmental review under CEQA.

He identified eight clients/projects as representative work. These clients were all developers.

- *McKinley, Conger, Jolley & Galarneau, LLP*

MCJG's office are located at 3031 March Lane, Suite 230, in Stockton, California. The proposal was submitted by named partner, Brett S. Jolley. The proposal provides an hourly billing rate of \$450.00. Mr. Jolley heads MCJG's "Land Use and Real Estate Development" practice group. Mr. Jolley has more than twenty-six years in the practice of law. He regularly appears before city councils, county boards of supervisors, planning commissions, and LAFCOs. His practice focuses on CEQA, Subdivision Map Act, State Planning and Zoning Law, the Mitigation Fee Act, eminent domain proceedings, and other land use and ordinances.



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

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He has represented various Fire Districts on land use and local government matters. He has been involved in annexations and understands the process well.

### **FISCAL IMPACTS**

Land use counsel would be retained on an as-needed basis, subject to the Board's approval of fee arrangements and compliance with applicable procurement requirements. Costs associated with land use legal services should be charged to the appropriate professional services account and budgeted as part of project development costs when applicable.

Depending on the Board's decision on what firm to retain, the hourly costs range from \$450 - \$650 per attorney's hour worked. The amount of the fiscal impact will be based on the hourly rate multiplied by the hours worked. For example, an attorney working for 100 billable hours annually would cost the District \$45,000.00. An Attorney charging the District \$650.00 per hour would cost the District \$65,000 for 100 hours billed.

### **CONCLUSION**

Given the specialized nature of land use matters and the District's current and anticipated facility needs, retention of qualified land use counsel is in the best interests of the Fire District. Specialized representation will assist the District in navigating regulatory requirements, annexations, funding, protecting its interests, and advancing projects in an efficient and legally compliant manner.

### **RECOMMENDATION**

Accordingly, General Counsel recommends the firm of McKinley, Conger, Jolley & Galarneau, LLP to serve as the District's land use attorney on an as needed basis as directed by District Counsel, the Board, and GM. MCJG fee proposal, experience representing special fire districts, and knowledge of San Joaquin County and LAFCO make this firm a great fit for the District.

### **ATTACHMENTS**

1. Proposals
2. Draft Resolution No 2026-10

ROBIN R. BARAL  
PARTNER  
DIRECT DIAL (415) 995-6331  
E-MAIL rbaral@hansonbridgett.com



April 27, 2026

VIA E-MAIL

Tracy Rural Fire District  
793 S Tracy Blvd, Tracy, CA 95376  
Tracy, California 95378  
Attn: Raychel Jackson

Re: Engagement Proposal and Fee Agreement

Dear Raychel:

Hanson Bridgett LLP is providing this engagement proposal per the suggestion of Chief Bradley which, if approved by Tracy Rural Fire District (the "District"), would confirm the engagement of Hanson Bridgett, LLP to provide land use legal services to the District, particularly in connection with matters related to several large battery storage projects and a 30 million square foot warehouse master plan proposal in the unincorporated area around Tracy. We look forward to working with you in pursuing these legal objectives. If we can assist you in other areas, please let me know.

I will be the attorney responsible for this matter and will be supported by Trevor Taniguchi. Both of us have significant land use experience representing fire protection districts and other local agencies operating within a joint powers agreement, and in negotiations with developers over long-term infrastructure, capital improvements and service issues related to urban growth. For example, I represented Western Placer Waste Management Authority, a landfill operated by a joint-powers authority in Placer County, in negotiations around a large mixed-use master plan sited near WPWMA's landfill. In that engagement, I worked through the CEQA process to create enforceable mitigation measures to support WPWMA's infrastructure, capacity improvements and mitigation measures, and to minimize land use conflicts through a development agreement. Trevor works regularly with fire protection districts throughout the Bay Area, including Southern Marin Fire Protection District and the Scotts Valley Fire Protection District, advising on a range of general counseling matters impacting their day-to-day operations, and he is actively involved in complicated land use and infrastructure matters for Vallejo Flood and Wastewater District. Please refer to Attachment 2 to this engagement proposal for more detailed biographies.

Hanson Bridgett LLP proposes a blended billing rate of \$650 per hour for all partner and senior counsel rates associated with this matter. When appropriate, we may use associates, paralegals, and legal research assistants at lower hourly rates to handle work commensurate with their experience and expertise. Our billing rates are reviewed annually and may be adjusted periodically. Although I will be responsible for this matter, a list of the hourly rates for the attorneys, paralegals and legal research assistants assigned to this matter is available upon request. I will review your invoices for accuracy and maintain responsibility for the attorney-client relationship.

**Hanson Bridgett LLP**

425 Market Street, 26th Floor, San Francisco, CA 94105 [hansonbridgett.com](http://hansonbridgett.com)

Our invoices contain a detailed narrative of the services rendered, together with the name of the attorney or paralegal involved, the time spent, and the amount charged. We recommend that you treat our invoices as confidential documents and safeguard them appropriately. In this matter, you have asked that invoices be directed to your attention.

Consistent with our normal practice, in order to commence work on this matter, we ask that you provide an advance payment retainer in the amount of \$10,000; we reserve the right to increase the retainer amount if the scope of our representation changes. This sum will be deposited in a client trust account maintained for these purposes in accordance with State Bar rules. Your advance payment will be applied against the final invoices of fees and costs to you.

Accordingly, you will be expected to pay all invoices up to that time as they are received. You will be entitled to a refund or credit of any excess that remains at the conclusion of our representation of you. If the matter we are handling for you goes to trial, arbitration or another type of significant hearing, or we retain third-party vendors on your behalf, we reserve the right to require you to pay an additional retainer amount, as more fully described in the attached Billing & Policy Summary.

Please refer to the attached Billing and Policy Summary for additional details regarding our representation, including an agreement to arbitrate disputes. Any expansion of the scope of our representation, or our agreement to handle additional matters for you must be documented in a separate writing and will be governed by the terms of this letter agreement, unless specified otherwise. The effective date of this letter agreement is the date on which our services would commence if approved by the District; the date of this letter on page 1 is for convenience of reference only. We encourage you to consult with other counsel or advisors of its choice regarding the terms of our representation and, by agreeing to the terms of this letter agreement, you acknowledge that you have had the opportunity to do so.

We realize there are many qualified firms to choose from and are pleased you are considering our firm to assist you with your matter. We care deeply about our clients and our goal, since the firm's founding in 1958, has been to provide exceptional client service. We would welcome Tracy Rural Fire Protection District as a valued client and look forward to assisting in the achievement of its objectives. You can obtain more information about my background and our firm's services from our website, [www.hansonbridgett.com](http://www.hansonbridgett.com).

Very truly yours,

Hanson Bridgett LLP



Robin R. Baral  
Partner

*Attachments*

Tracy Rural Fire Protection District  
April 27, 2026  
Page 3

I have read and understand this Engagement Letter/Fee Agreement and the attached Billing and Policy Summary. I hereby confirm the engagement of Hanson Bridgett LLP to represent Tracy Rural Fire Protection District in accordance with its terms.

Tracy Rural Fire Protection District

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT 1

### Billing and Policy Summary

1. **Billing Practices.** We have learned from experience that the attorney-client relationship works best when clients receive a full explanation at the outset about fees and payment terms. California law requires written fee agreements in many cases, and we have found that our clients prefer to have them even when not legally required. This “Billing and Policy Summary” sets forth the principles underlying our fees and other charges. Please review it and let me know if you have any questions about our billing policies. In addition, you should direct any future questions about our billing practices or any particular invoices to me.
2. **Fees.** Except as otherwise agreed with a client, we bill for our services on an hourly basis. We account for our time in tenth-of-an-hour increments, and calculate fees by applying hourly rates assigned to attorneys and other staff to the time spent on a matter. On occasion, we may utilize contract employees to assist in providing legal or paralegal services, working under our direct supervision. In such cases the client is billed at an appropriate hourly rate commensurate with that of our professional staff with equal experience and expertise. All billing rates are reviewed annually and may be adjusted periodically.
3. **Other Charges.** Depending on the matter, we may have to use various in-office support systems and outside services. Therefore, you may incur and be billed for costs in addition to professional fees, subject only to written policies regarding the billing of disbursements that a client may provide to us in advance of the engagement. These expenses are billed at the actual cost with no additional mark up to you. Usually we bill such charges to a client’s account at the time they are incurred. Examples include photocopying, overnight delivery, messenger services, computer research, travel expenses, court filings, court reporting and data storage. We reserve the right to make periodic adjustments to these charges. Charges for data storage are calculated according to the volume of data stored on our platform in a given month. In some matters, we may retain outside vendors, such as experts, consultants or other third-party vendors, to assist us in our representation of you. We may require you to pay the invoices of any such outside vendors directly, or we may require you to pay us an additional retainer that we will hold in our client trust account and use to pay any third-party vendor expenses that we incur on your behalf. We may periodically require you to replenish this sum to ensure sufficient funds are available for ongoing costs. At the conclusion of our representation, we will deduct any outstanding vendor expenses incurred on your behalf from the vendor expenses retainer and refund the remaining balance to you.
4. **Fee Estimates.** From time to time, we may be asked to provide estimates of anticipated fees. Although we will make every effort to do so in a manner appropriate to the circumstances, these estimates may be subject to uncertainties beyond our control. Such estimates should not be viewed as a maximum or minimum fee quotation, unless we expressly confirm so in writing.
5. **Billing Procedures.** Ordinarily, we will bill clients on a monthly basis. Each invoice will separately state the amount of fees and costs. Unless otherwise specified, each represents fees and disbursements charged to the client through the end of the preceding month. The full amount of each invoice is due upon receipt by the client, irrespective of any eventual reimbursement of all or a portion of your fees and costs by a third party. Although we seek to include all fees and charges for a billing period, certain time and cost items from a billing period may not appear in the invoice for that period. Instead, they may be included in a later invoice. Matters such as probate, bankruptcy, and trust services and certain financial transactions may

involve billing at specified times other than monthly, as mutually agreed upon by the client and the firm, or as required by the court.

**6. Payment Terms.** Payment is due upon presentation of the invoice, irrespective of any eventual reimbursement of all or a portion of your fees and costs by a third party. Invoices that remain unpaid after thirty (30) days from the invoice date are subject to a late payment charge of ten percent (10%) per year. Payments that are made “on account” and not identified with a specific invoice will be credited to outstanding invoices chronologically, first to costs and then to fees.

**7. Litigation Retainer.** In the event the matter we are handling for you goes to trial, arbitration or another type of significant hearing, we may require you to provide to us an additional advance payment retainer, which we will deposit in our client trust account maintained in accordance with State Bar rules. We will continue to issue an invoice to you for fees and expenses incurred in the previous month and deduct that sum from the amount held in the trust account. You agree to replenish the retainer amount within thirty (30) days of your receipt of our monthly billing statement. At the conclusion of our representation of you, we will apply the retainer held in our client trust account to your final bill. You will be responsible for any remaining amount due over and above the retainer. If no amount remains due after the retainer funds have been applied to the final invoice, or if the amount of the retainer exceeds the final balance due, we will refund to you the balance.

**8. Credit Report.** By executing this engagement letter, you agree that we have the right to obtain a consumer report from a recognized credit reporting agency. Should we choose to obtain such a report, it would be for the purposes of extending credit to you or to review or collect a past due account.

**9. Insurer’s Role.** If you are insured for all or part of the costs of our representation, we will work with you to provide the insurer with the necessary information regarding the claim. However, insurers frequently assert, rightly or wrongly, that they are not obligated to pay for all fees and costs or to pay them on a current basis. For this reason, our fees and costs will be billed to you and payment will be due from you on a current basis, irrespective of any eventual reimbursement of a portion of your fees and costs by your insurer.

**10. Preservation of Electronic Information.** If your engagement includes a litigation matter, it is possible that it will involve electronic discovery. Under California and federal law, the obligation to provide discovery of electronic information carries with it the obligation to preserve such information. Failure to preserve all electronic and paper information that is later determined to be of potential importance to pending or threatened litigation can result in a range of sanctions, including, in extreme cases, the sanction of an adverse judgment. This evidence may also turn out to be critical to your ability to prove facts that support your position in the case, or disprove facts that the opposing party offers. Many electronic document storage systems contain programs that automatically overwrite or delete data. It is therefore important that you take appropriate steps to ensure that all information and electronic data that may be relevant is not lost, deleted, or destroyed. We will conduct an assessment of your electronic information systems. The assessment will include an initial evaluation and an in-depth identification of sources of relevant information. In the meantime, we recommend that normal document disposition policies, or automatic purging of electronic records, be suspended as to the matters at issue in any pending or threatened litigation until the matter is concluded. Please contact me for our additional fee schedule for assistance with collecting and processing electronically stored information as needed in your matter.

**11. Conflicts Review.** We have performed a computerized check of potential conflicts of interest that might have prevented us from providing representation in this matter. Based on information provided by you, as well as the information available in our files, we are not aware of any conflicts of interest at this time. If you later learn of any additional parties with an interest in this matter, you should notify us immediately so that we can be certain that they create no problem with this representation. We will conduct a similar search with respect to each new matter you may refer to the firm.

**12. Identity of Client.** Our engagement is with the person or entity to whom this letter is addressed. Unless otherwise agreed to in writing, we do not represent any parent, subsidiary, affiliate, directors, officers, or other related person or entity as a client. We do not regard a representation adverse to a parent, subsidiary, affiliate, director, officer, or other related person or entity as being adverse to you.

**13. Advance Waiver.** Given the scope of our firm wide business and client representations, it is possible that during or after the time we represent you, some of our present or future clients will ask us to represent them in disputes or transactions with or involving you which are substantially unrelated to our representation of you. We understand that you have no objection to our representation of parties with interests adverse to you, and that you consent to such representations and waive any actual or potential conflict of interest as long as those other engagements are not substantially related to our services to you. Accordingly, you agree that (i) we can in the future represent existing or new clients in any matter, including litigation or other disputes, so long as the matter is not substantially related to our work for you, even if those other clients' interests are adverse to you in the other matter; (ii) we may obtain confidential information of interest to you in these other matters that we cannot share with you; and (iii) you waive any conflict of interest that might arise from any of these representations and will not seek to disqualify us in or assert a conflict of interest with respect to any of those representations.

We agree, however, that your consent to, and waiver of such representations shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage or potential material disadvantage.

Similarly, new lawyers frequently join our firm. These lawyers may have represented parties adverse to you while employed by other law firms or organizations. We assume, unless you notify us otherwise, and consistent with our ethical standards, that you have no objection to our continuing representation of you notwithstanding our lawyers' prior professional relationships, provided we timely implement an ethical screen consistent with our customary practices to prohibit those lawyers from participating in your matter and we provide you with written notice of our implementation of the ethical screen.

**14. Cooperation.** To perform our services effectively, we require the support of each client. We will keep you informed of the status of your matter, and we will consult with you regarding our representation as appropriate. We will provide copies of significant correspondence and documents to you during the course of our representation. You can assist us by keeping us fully informed as to facts and developments relevant to our representation of you and to each matter assigned. It is essential that each client (as well as any employees or representatives) provide us with accurate and complete information, including written materials when requested, and that each client make its personnel available to the extent required. Failure to assist in this way may affect our ability to represent a client adequately, and could result in our withdrawal as legal counsel.

**15. No Warranty of Result.** We cannot predict or represent that a particular result can be obtained within a specified time. We can make no promises or guarantees regarding the outcome of the matter or matters that are the subject of our services. We do not ordinarily undertake to keep clients informed about subsequent developments or changes in law once the matter in question has concluded. If you would like us to do so, please inform us in writing so that we can make the necessary arrangements to provide this service.

**16. Return and Disposition of Files.** After our services conclude, we will, upon your request, deliver to you the files that we created in providing representation to you, along with any funds or property of yours in our possession. If you do not request the files, we will retain them for a period of five years after the matter is closed. At the end of the five-year period, we will have no further obligation to retain the files.

**17. Dispute Resolution.** While we certainly do not anticipate a dispute between us, in the event we are unable to mutually resolve a dispute between us, we both agree that we will submit any such dispute, as soon as practicable, to final and binding arbitration in San Francisco, California, before a single neutral arbitrator who is a retired judge or justice. The arbitration will be administered by JAMS, Inc., which is a private mediation and arbitration tribunal, and conducted pursuant to JAMS' Comprehensive Arbitration Rules and Procedures (the "JAMS Rules"); those rules are available online through JAMS, and we also would be pleased to provide you with a copy of the JAMS Rules upon request. If we cannot agree on an arbitrator within 15 calendar days after one of us initiates arbitration, then JAMS will select the arbitrator in accordance with the JAMS Rules. This agreement to arbitrate includes any and all disputes between us which arise out of or relate in any way to this Agreement, our relationship, the services performed by us, or the attorney fees and costs charged.

Before agreeing to arbitrate disputes as set forth above, you should consider how arbitration differs from having a dispute resolved in a court of law. For example, by agreeing to arbitrate any and all disputes between us, you will be giving up your legal right to have such disputes heard and determined by a judge or jury in a courtroom open to the public. Unlike public court proceedings, arbitration proceedings are conducted privately and the outcome in most instances remains confidential. You will be responsible, in part, to share the costs of the arbitration proceeding, including payments to the arbitrator. Discovery in arbitration may be more limited than permitted in a court of law, including limitations on the number of depositions, and more limited discovery of third parties. A judicial forum generally does not permit reasonable attorney fees to be imposed against a non-prevailing client in a non-frivolous malpractice action, whereas an arbitral forum may permit an award that imposes costs of the arbitration, expenses and reasonable attorney fees against the non-prevailing party. The right to appeal an arbitrator's decision or have it reviewed is limited; in most instances, the arbitrator's decision will be final and all parties will be bound by it, although there may be very limited circumstances under which the arbitrator's decision can be appealed or reviewed. If an arbitration award is confirmed by a trial court, the resulting court judgment may thereafter be enforced in the same manner as a judgment in a civil action.

The arbitration will be governed by the provisions of the Federal Arbitration Act (9 U.S.C. 1 et seq.). California's substantive law will govern the underlying disputes to be arbitrated. We both agree that the arbitrator, not any federal or state court judge, will have the exclusive jurisdiction to resolve any and all disputes regarding the arbitrator's jurisdiction and the interpretation, applicability, enforceability or formation of this binding agreement to arbitrate, including but not limited to determining which claims are subject to arbitration, or any contention that all or any part of this arbitration agreement is unenforceable, voidable or void.

If you have any questions about the significance of your decision to arbitrate, we encourage you to raise them with an attorney who is independent of this law firm before you sign this engagement agreement.

**18. Mandatory Fee Arbitration.** Notwithstanding Section 17 above, in any dispute subject to the jurisdiction of the State of California over attorney's fees, charges, costs or expenses, you have the right to elect arbitration pursuant to the fee arbitration procedures of the State Bar of California, as set forth in California Business and Professions Code Sections 6200-6206. Arbitration pursuant to the State Bar procedures is non-binding unless the parties agree in writing, after the dispute has arisen, to be bound by the arbitration award. These procedures permit a court trial after arbitration, or a subsequent binding contractual arbitration if the parties have agreed to binding arbitration and either party rejects the award and requests a trial de novo within 30 days after the award is mailed to the parties. If, after receiving a notice of the client's right to arbitrate, you do not elect to proceed under the State Bar fee arbitration procedures, and file a request for fee arbitration within 30 days, any dispute over fees, charges, costs or expenses, any dispute, claim or controversy arising between us, will be resolved by binding arbitration as provided in Section 16 above.

**19. Internal Firm Communications.** The occasion might arise for us to consult, at our expense, with our firm's own counsel (our General Counsel, other firm lawyers working with our General Counsel, or our outside counsel) regarding our engagement for you. To the extent that we are addressing our own rights or responsibilities, a conflict of interest might be deemed to exist between us and you as to such consultations or resulting communications. You consent to such consultations, agree that our communications with our own counsel are subject to the firm's attorney-client privilege, and waive any claim of conflict of interest based on such consultations and communications. Your execution of our Engagement Letter confirms your agreement to this provision.

**20. Termination.** Clients may terminate our legal services at any time effective upon delivery of written notice to the firm. Unless we specifically agree to do so, we will provide no further services and advance no further costs on the matter after we receive notice of termination. Our right to terminate services to a client is subject to certain Rules of Professional Conduct that (a) require us to take reasonable steps to avoid foreseeable prejudice to the client from our withdrawal, and (b) establish standards for mandatory and permissive withdrawal under certain circumstances. Failure by a client to pay our bills in full, and on a timely basis, can constitute adequate grounds for us to withdraw. If we are attorney of record in any proceeding at the time we receive a termination notice, you will be required to execute and return a Substitution of Attorney consent immediately upon receipt, regardless of who initiates the termination. Whether you terminate our legal services or we withdraw from the representation as allowed by the Rules of Professional Conduct, you agree to pay all fees and costs incurred for our work up to the date of our termination or withdrawal.

Unless you terminate our services or we withdraw as provided in the preceding paragraph, our representation of you will be deemed concluded when we have completed our agreed-upon services. In addition, and without limiting the preceding sentence, you agree that our attorney-client relationship with you will have been terminated if we have performed no work on your behalf for twelve consecutive months. Your obligation to pay our fees and charges will survive the conclusion of our representation.

**21. Use of Technology.** We use industry-standard encryption protocols to secure client data in transit and at rest. We also employ two-factor authentication and regularly update our systems to protect against potential security threats. During the course of our work together, we may exchange

emails, documents, and other materials over the Internet using commercially available communication and collaboration tools or platforms. Hanson Bridgett uses certain preferred communication and collaboration tools and platforms, and we understand that clients may ask us to use other Internet-based tools or platforms (such as Dropbox, Box or Google Drive) to share documents and other materials with us. Notwithstanding our security protocols, information sent or received over the Internet using any of these communication and collaboration tools or platforms may not be secure, and using them may place your confidences and privileges at risk. While we believe that the efficiencies involved in the use of these products or platforms outweigh the risk of accidental disclosure, we cannot guarantee the security or confidentiality of any such communication or collaboration products or platforms. Consistent with our ethical obligations, we may also use artificial intelligence (“AI”) technology to better represent your interests. We will be in touch with you if we believe our proposed use of AI technology, or our use of a particular AI tool, requires additional discussion or disclosures.

**22. Miscellaneous.** From time to time, and consistent with our obligation to maintain your confidences, we may wish to reference our representation of you on our website, in attorney biographies, on matter lists, or in descriptions of our practice areas. We assume you have no objection to such use. We may send you emails with information about our firm, services, legal developments and upcoming events. If at any time you no longer wish to receive marketing communications from us, you may unsubscribe by clicking a link at the bottom of each marketing email which enables you to opt out of our mailing lists. Except as provided in Section 16, our agreement will be governed by California law.

**23. Entire Agreement; Notice.** This attached letter and this Billing and Policy Summary represent our entire agreement, which will be effective on the date of your signature. It supersedes all prior agreements, statements, or guarantees made before this time. Any notice from you amending, supplementing or superseding the terms of the attached letter and this Billing and Policy Summary will be effective only if approved by our duly authorized representative, and our agreement is memorialized in a writing signed by both parties. To signify your agreement with the terms of this letter, please sign the original and retain it for your files. Please sign a copy of the letter and return it to us for our files. You may also affix an electronic signature indicating your intent to sign this letter and return a copy to us electronically. If mailed, I am enclosing a pre-addressed envelope for your convenience. Of course, you have the right to seek the opinion of independent legal counsel or any other advisors, if you wish to do so, in order to determine whether each and every aspect of this agreement is in your best interests and is acceptable as drafted.

**ATTACHMENT 2**

**Biographies**



## Robin R. Baral

Partner

RBaral@hansonbridgett.com  
(415) 995-6331

Hanson Bridgett LLP  
425 Market Street, 26th Floor  
San Francisco, CA 94105

### Areas of Focus

- Land Use
- Public Revenue: Rates, Fees and Charges



Scan for expanded vCard

Robin is a proven problem solver who thrives in situations where creative, legally defensible strategies are needed to deliver on client goals and expectations. He expertly guides clients through nearly every aspect of the land development process in California, primarily through the city or county approval process and as needed to obtain state or federal permits or environmental clearance. Robin has extensive experience working with developers, landowners, investment groups and government agencies throughout California. His core expertise lies in facilitating entitlement approvals and efficiently navigating environmental review under the California Environmental Quality Act (CEQA) and other federal and state permitting frameworks.

In more than 15 years of practice, Robin has worked with clients to obtain entitlements for nearly every type of residential project, ranging from small-lot subdivisions to large urban infill sites, mixed-use master plans and multi-phased development agreements. He works with technology clients to develop deployment strategies related to urban mobility, transportation, and public and private infrastructure. He enjoys working with clients that are at the forefront of innovation in multifamily housing production through the use of mass timber, offsite modular, and panelized construction to deliver high-performance buildings. Robin also has deep experience working with development teams to design residential and mixed-use master plans that incorporate environmental protections, such as onsite wetlands conservation, and emerging “agrihood” and wellness communities integrated with residential and

mixed-use development.

Robin spent the beginning of his career representing small, rapidly growing cities in negotiating development agreements, processing complex entitlement packages, and establishing special taxes, impact fees and other forms of public revenue. He now primarily represents the private sector (developers, investors, business groups) on development and municipal finance matters. After working deeply in both the public and private sectors, Robin has seen firsthand where ongoing challenges, such as housing accessibility and climate resiliency, can be met by working collaboratively and by embracing innovation. When alignment is lacking, Robin is adept at harnessing state laws, such as SB 330, State Density Bonus Law, Builder's Remedy, and ministerial pathways to get infill housing, office and hospitality projects approved.

In housing policy and other land development arenas, Robin is skilled at providing strategic counsel in response to legislative and regulatory mandates. This is due to his engagement in policy and legislative circles around Sacramento, and his active involvement in helping to shape those policies.

His infrastructure work includes permitting and financing of groundwater and surface water treatment plants, solar and wind energy facilities, wastewater treatment plants, water bottling facilities, rail trans-loading facilities, and waste disposal facilities. Robin provides sophisticated advice on matters of public finance and dispute resolution for state and local taxes. He works well with clients and bond counsel to establish tax and financing solutions. He has assisted numerous cities, counties and special districts with rate-making proceedings, voter-approved taxes, and the adoption of impact fees. This experience has provided Robin with a thorough understanding of the constitutional limits of local taxation and land use exactions.

When needed, Robin has served as the lead attorney to successfully resolve a broad range of litigation matters. His cases have involved defending project entitlements and CEQA approvals, challenging and defending municipal finance mechanisms (Proposition 218, impact fees, CFD financing), and challenging business license taxes, ballot initiatives, and water rights determinations.

## **Representative Work**

Representing developers throughout California to obtain project approvals for residential and mixed-use projects pursuant to SB 330, State Density Bonus Law, Builder's Remedy, and other streamlined or ministerial housing approvals, totaling more than 2,500 new homes and 200,000 square feet of commercial space under entitlements in 2026.

Representing a development group to formulate an agrihood master plan consisting of more than 500 homes designed around agricultural and community amenities.

Represented an infill developer in the successful entitlement, CEQA exemption, and prompt resolution of CEQA litigation in connection with a 17-story, 227-unit, transit-oriented development in Downtown Berkeley.

Represented a developer to obtain entitlements for a 26-story high-rise in the City of Berkeley; the project was approved unanimously with no appeal to the City Council. This was the first project in Berkeley to surpass the City's 180-foot height limit in the Downtown Area Plan.

Represented a master plan developer in obtaining entitlements for a 690-acre specific plan consisting of up to 2,700 units and 250,000 square feet of commercial space, with onsite mitigation of biological resources, through a detailed open space preservation and parks plan.

Represented a developer in the approval of a development agreement, specific plan amendment, and related entitlements for 2,500 residential units plus retail, commercial, light industrial and other employment-generating uses.

Represented a group of car dealerships to challenge a city gross receipts business license tax on constitutional grounds, resulting in a successful resolution and settlement agreement.

Represented a business group to prepare ballot materials that would significantly reduce gross receipts business taxes.

## **Publications**

"EPA and Army Corps Release Joint Proposed Rule Revising WOTUS Regulations," co-author, Environmental Law Alert (November 2025)

"Options for Rebuilding Following Southern California's Fires," co-author, Land Use Law Alert (January 2025)

"Clearing the Fog Around California's "Builder's Remedy" and Housing Element Certification" co-author, Land Use Legal Alert (January 2025)

"AB 1287 Makes Technical Changes to State Density Bonus Law to Maximize Housing Production," co-author, Land Use + Government Legal Alert (December 2023)

"California's Top Three Housing Bills to Track for 2024," co-author, Real Estate Legal Alert (November 2023)

"HCD Reviews Coastal Height Limits," Land Use Law Alert (August 2022)

"Old East Davis Decision Preserves the Deference Granted to Cities in Interpreting Subjective Standards," Land Use Law Alert (February 2022)

“California Housing Crisis Persists Despite Legislative Breakthroughs,” *Real Property Law Reporter* (January 2022)

“2021 Legislative Update: Housing Advocates Score Key Wins,” *Land Use Law Alert* (October 2021)

“AB 701 Continues the Recent Trend in California to Regulate Warehouse Distribution Centers,” *Land Use Law Alert* (October 2021)

“An In-Depth Look at the Oakland A’s Proposed New Stadium Project,” *Land Use Law Alert* (September 2021)

“A Recent Ruling Involving Unlined Landfills Highlights the Pitfalls of Relying on Categorical Exemptions under CEQA,” *Land Use Law Alert* (September 2021)

“A Draft Technical Advisory Offers Guidance on Streamlining CEQA Review for Sustainable Transportation,” *Land Use Law Alert* (July 2021)

“Records Retention Policies and CEQA Compliance,” *Urban Water Institute Newsletter* (October 2020)

## **Presentations**

“House Forum and Interactive Workshop” speaker, Monterey Attainable Housing Forum (November 2025)

“The Future of Downtowns: Can Office-to-Housing Conversions Really Help?” moderator, Bay Area Council (September 2024)

“Housing the Bay Area: Moving from Crisis to Solutions,” panelist, Northern California Chapter of Corenet (August 2024)

## **Press**

“Hanson Bridgett Announces 2025 Partner Promotions,” Hanson Bridgett Press Release (January 2025)

“Housing project at S.F. parking lot stalled for a decade. Now its developer plans to supersize it,” *San Francisco Chronicle* (February 2024)

“Developers Seizing ‘Supersized’ Density Bonus Opportunity,” *Daily Journal* (February 2024)

## **Honors & Awards**

Super Lawyers, Land Use & Zoning; Environmental; Real Estate (2015-2022)

California Lawyers Association, Wiley W. Manuel Pro Bono Legal Services Award (2022)

## **Professional Affiliations**

Bay Area Council - Housing Committee Co-Chair (2024-present)

Urban Land Institute - San Francisco District, Public Private Partnership Local Product Council (2024-present), Member (2007-present)

Midland School, Board of Trustees (2023-present)

## **Academic Distinctions**

California Department of Justice, Division of Public Rights, Land Law section, Law School Honors Program (2009)

## **Education**

J.D., Loyola Law School Los Angeles (2010)

B.A., University of California, Berkeley (2004)

## **Admissions and Courts**

California



## Trevor T. Taniguchi

Senior Associate

TTaniguchi@hansonbridgett.com  
(916) 551-2817

Hanson Bridgett LLP  
500 Capitol Mall, Suite 1500  
Sacramento, CA 95814

### Areas of Focus

- Government
- Public Revenue: Rates, Fees and Charges



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Trevor specializes in transportation and public agency law. He provides general and special legal counsel to cities and special districts, public works departments and regularly analyzes and negotiates agreements, including construction, professional services, information technology infrastructure, state transportation funding, and federal aviation. He also represents clients in a wide array of matters impacting public entities.

Trevor is adept at drafting development agreements, credit agreements, operating and exclusive negotiating agreements for large-scale residential and commercial projects. He also oversees regulatory and tax programs for public agency clients.

As a former resource manager and certification analyst for the California Department of Transportation, he is well-versed in navigating the industry's complexities and nuances. In addition, he has experience as a former consultant for several public agencies, including the City of Calexico & Colorado River Basin Regional Water Quality Control Board.

### Publications

“In a Win for Public Agencies, California Legislature Clarifies Use of Independent Contractors for Multi-Phase Projects,” co-author, Government Legal Alert (October 2023)

## **Presentations**

“What to (Not) Do Before (and After) You Get Sued,” CRRRA Annual Conference (August 2025)

“Local Agency Contracting with Independent Contractors,” Institute for Local Government Webinar (November 2023)

“Homeless Encampments and the Law,” Bay Area Council (May 2022)

## **Honors & Awards**

Super Lawyers, State, Local & Municipal (2020-2023)

California Lawyers Association, Wiley W. Manuel Pro Bono Legal Services Award (2023)

## **Professional Affiliations**

Sacramento Asian Sports Foundation, Board Member

## **Academic Distinctions**

Witkin Award, Election Law

## **Education**

J.D., University of the Pacific, McGeorge School of Law (2016)

B.A., University of California, Santa Barbara (2008)

## **Admissions and Courts**

California



BRETT S.  
JOLLEY  
PARTNER



Super Lawyers



Brett Jolley is a partner whose practice focuses on land use, real estate development, public agency, and appellate law.

Mr. Jolley heads McKinley, Conger, Jolley & Galarneau, LLP's Land Use and Real Estate Development practice group and assists developers, property owners, public agencies, and nonprofit organizations with issues involving the California Environmental Quality Act (CEQA), the Subdivision Map Act, State Planning and Zoning Law, the Mitigation Fee Act, the State Elections Code, eminent domain proceedings, and other land use statutes and ordinances. Additionally, he often represents clients in transactions involving the purchase, sale, and lease of real property. He regularly appears before city councils, county boards of supervisors, planning commissions, and LAFCOs, and litigates related matters in trial courts and courts of appeal. He is attorney of record on several reported appellate decisions.

Mr. Jolley also offers *practical, skills-based* corporate and public agency training on a variety of related topics ranging from basic CEQA and land use processing to specific issues such as permit streamlining strategies, maximizing use of CEQA exemptions, tiering, drafting findings for court review, utilizing the administrative record in advance of litigation, and other topics designed to suit.

Mr. Jolley received a B.A. in English from the University of California, Santa Barbara, where he earned Dean's Honors and raced for the UCSB Alpine Ski Team. He received his law degree from the University of Pacific, McGeorge School of Law in Sacramento where he was awarded the Honors at Entrance Scholarship. Between college and law school Mr. Jolley worked for Senator Patrick Johnston (Stockton) in the State Capitol – which bolstered his interest in public policy, the legislative process, and issues affecting the Central Valley, Bay/Delta, and Sierras. During law school, Mr. Jolley interned with two State regulatory agencies: The cabinet-level California Natural Resources Agency (where he assisted in the rulemaking process on 1998 revisions to the CEQA Guidelines) and the Office of the Chief Counsel at the California Integrated Waste

MCKINLEY | CONGER | JOLLEY | GALARNEAU LLP

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Management Board (now called the Department of Resources Recycling and Recovery or “CalRecycle.”).

In his free time, Mr. Jolley enjoys making guitars, riding dirt bikes, golfing, hiking, mountain biking, and spending time with his wife and two children. He also plays guitar with several live music acts.

## BAR ADMISSIONS

- California, 2000
- U.S. District Court Eastern District of California, 2001
- U.S. Supreme Court, 2010

## EDUCATION

- University of the Pacific, McGeorge School of Law, Sacramento, California**

Juris Doctorate - 2000  
Honors: Honors at Entrance Scholarship

- University of California, Santa Barbara**

Bachelor of Arts, English - 1997  
Honors: Dean's Honors

## EXPERIENCE

- Representing developer in securing General Plan amendment, rezoning, land use permits and certification of Environmental Impact Report for mixed use market-rate apartment, boutique hotel, and commercial project in City of Lodi.
- Representing medical group in securing approval of land use permits, development agreement, and environmental impact report to develop women’s hospital in San Joaquin County.
- Representing respondent County Assessor in defending litigation challenging Williamson Act cancellation land valuation.
- Representing landowner in securing residential subdivision approvals in Marin County and defending legal challenge from environmental groups.

**BRETT S. JOLLEY**



- Representing national big box home improvement retailer in land use and CEQA compliance matters at locations in Stockton, CA and Beaumont, CA.
- Representing developers in securing zoning code amendments and land use permits for repurposing historic newspaper building in downtown Stockton.
- Representing Building Industry Association of the Great Valley as counsel of record in filing *amicus* brief in the United States Supreme Court in the case of *Sheetz v. County of El Dorado* (arguing assessment of development impact fees is subject to scrutiny under the essential nexus and rough proportionality standards established by *Nollan v. Cal. Coastal Commission* and *Dolan v. City of Tigard*).
- Representing businessowner/landowner in eminent domain litigation brought by regional agency to acquire several parcels for public works project, resulting in favorable settlement.
- Representing industrial business operators in responding to and/or seeking dismissal of “citizen suit” claims alleging Clean Water Act violations in Federal Court.
- Representing the developer of mixed-use project in midtown Stockton.
- Representing Building Industry Association of the Greater Valley in “reverse validation” litigation challenging a city’s adoption of development impact fee ordinance resulting in rescission of fee ordinance.
- Representing various applicants in securing contested winery land use approvals in the Lodi area.
- Representing hotel owner in resolving code enforcement dispute to modify and secure land use approvals from planning commission in Stockton, CA.
- Representing developer and San Joaquin County in defending and dismissing land use litigation challenging approvals of industrial contractor’s yard project.
- Representing business owners in securing and defending land use entitlements to operate various cannabis retail and cultivation facilities in northern California.
- Representing landowner in securing contested land use approvals to operate poultry farm and food processing facility in San Joaquin County.
- Representing San Joaquin County, Contra Costa County, Central Delta Water Agency, and Contra Costa County Water Agency in litigation challenging Metropolitan Water District of Southern California’s purchase of 20,000 acres of islands in the Sacramento-San Joaquin Delta.

- Representing a developer in annexing approximately 300 acres of land into the community of Mountain House for development of residential, commercial, and light industrial uses.
- Representing client in securing land use entitlements to repurpose 90,000 sq. ft. food distribution facility for industrial manufacturing project.
- Representing client in securing variance from board of supervisors to allow creation of 2-acre home site parcel in agricultural zone.
- Representing clients in obtaining land use entitlements and CEQA exemption for energy storage project.
- Assisting with development entitlements and CEQA compliance for residential subdivisions and specific plans (various cities and counties including Stockton, Atwater, Merced, Shasta Lake City, Lathrop, Mountain House), auto dealerships (Stockton), mixed use and commercial development projects (various cities and counties including Fresno, Stockton, Manteca, Lodi, and Mariposa), a high-tech silicon wafer manufacturer (Tracy), waste processing/recycling facilities (Stockton, Tracy, Stanislaus County), and, agricultural processing facilities (San Joaquin and Stanislaus Counties).
- Representing various Fire Districts on land use and local government matters.
- Representing the University of the Pacific (Stockton) regarding land use and real estate matters.
- Representing GEO Reentry Services, a provider of detention and community reentry services, on California land use matters including securing development entitlements, zoning determinations, and public and private leases for the operation of reentry facilities under contract with Federal, State, and local corrections and rehabilitations authorities, including controversial conditional use permit approved by Sacramento City Council in 2018.
- Representing 7-time American Motorcycle Association Supercross champion and X-Games Gold Medalist Jeremy McGrath in defeating lawsuit seeking to prevent client's use of own property for off-road recreation and training.
- Intervening in proceedings before California Public Utilities Commission to oppose SDG&E Sunrise Powerlink Project route that would have bisected client's rural San Diego County ranch, resulting in re-alignment of route to avoid client's property.
- Drafting and negotiating various real estate sale and lease agreements for agricultural, commercial, and government properties on behalf of buyers, sellers, landlords, and tenants.

## REPORTED DECISIONS

**BRETT S. JOLLEY**

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### *United States Supreme Court*

- *Sheetz v. County of El Dorado* – amicus brief filed on behalf of Building Industry Association of the Greater Valley in support of landowner’s challenges to assessment of “traffic impact fees” as violation of “unconstitutional conditions” doctrine. (SCOTUS overruling California courts by holding “legislatively-adopted” exactions are not exempt from *Nollan/Dolan* takings review.) 601 U.S. 267, 144 S. Ct. 893 (2024)
- *Brown v. Plata* - amicus brief on behalf of Greater Stockton Chamber of Commerce regarding State prison health care challenges and impacts to Stockton area. 563 U.S. 493, 131 S. Ct. 1910, (2011)

### *California Supreme Court*

- *Tuolumne Jobs & Small Business Alliance v. Superior Court* (2014) 59 Cal. 4th 1029

### *California Courts of Appeal*

- *Chico Advocates for a Responsible Economy v. City of Chico* (2019) 40 Cal.App.5th 839
- *Atwell v. City of Rohnert Park* (2018) 27 Cal.App.5th 692
- *Visalia Retail, LP v. City of Visalia* (2018) 20 Cal.App.5th 1
- *Citizens for Ceres v. City of Ceres* (2016) 3 Cal.App.5th 237
- *Citizens for Ceres v. Superior Court* (2013) 217 Cal.App.4th 889
- *Tuolumne Jobs & Small Business Alliance v. Superior Court* (2012) 210 Cal.App.4th 1006 (review granted and opinion superseded by California Supreme Court).
- *Citizens for Open Government v. City of Lodi* (2012) 205 Cal.App.4th 296
- *Tracy First v. City of Tracy* (2009) 177 Cal.App.4th. 912
- *San Joaquin Raptor Rescue Ctr. v. Co. of Merced* (2007) 149 Cal.App.4th 625
- *Am. Canyon Community United. v. City of Am. Canyon.* (2006) 145 Cal.App.4th 1062
- *Anderson First Coalition v. City of Anderson* (2005) 130 Cal.App.4th 1173
- *Bakersfield Cit. for Local Ctrl. v. City of Bakersfield* (2004) 124 Cal.App.4th 1184

## **SPEAKING ENGAGEMENTS**

- Speaker: “Land Use and CEQA Streamlining: Recent Developments and Underutilized Tools” (2026) California County Planning Directors’ Association Annual Conference, Pismo Beach, CA
- Speaker: “Defeating Potential CEQA Challenges Before Litigation is Filed” (2025), County Counsels’ Association of California Land Use Study Section, Sacramento, CA
- Speaker: “Digging Deeper: CEQA Streamlining Using Previous Environmental Documents” (2024), California County Planning Directors’ Association Annual Conference, Pismo Beach, CA

**BRETT S. JOLLEY**



- ❑ Speaker: “I Think We’re Gonna Get Sued. Now What?: CEQA Considerations for Controversial Projects” (2023), California County Planning Directors’ Association Annual Conference, Pismo Beach, CA
- ❑ Moderator: “Implicit Bias in the Practice of Law” (2018), San Joaquin County Bar Association Women Lawyers’ Section, Lodi, CA
- ❑ Speaker: “Get in the Zone: A Practical Guide to Land Use and Zoning Law” (2015) San Joaquin County Bar Association Masters MCLE Series, Stockton, CA
- ❑ Speaker: School Impact Fees, (2005) California Building Industry Association, Select Conference on Industry Litigation, Napa, CA
- ❑ Speaker: Real Estate Development from Beginning to End in California, (2004) Lorman Education Services seminar, Stockton, CA

## HONORS AND AWARDS

- ❑ “AV Preeminent”® rating by Martindale Hubbell
- ❑ Super Lawyers® listing in land use -- Thompson Reuters/*San Francisco Magazine*
- ❑ “Superb” AVVO® rating in the areas of land use
- ❑ Super Lawyers® “Rising Star” in land use -- Thompson Reuters/*San Francisco Magazine* (2009-2015)
- ❑ Recipient of Restore the Delta’s “Delta Advocate Award” (2019)
- ❑ Recipient of Building Industry Association of the Delta’s “Commitment to Excellence Award” (2007)
- ❑ “Best of San Joaquin” (firm recognition) – *San Joaquin Magazine*

## PROFESSIONAL ASSOCIATIONS AND MEMBERSHIPS

- ❑ San Joaquin County Bar Association (Member, 2001-present; Board of Governors, 2003-2008; Judicial Evaluation Committee (2021-present))
- ❑ Building Industry Association of the Greater Valley (Board of Directors, 2018-present; Executive Committee, 2025-present; Government Relations Committee (Chair), 2024-present)
- ❑ The Judge Consuelo M. Callahan American Inn of Court, (Member, 2016-present)
- ❑ State Bar of California/California Lawyers Association Environmental Law and Real Property Law Sections (Member, 2001-Present)
- ❑ Greater Stockton Chamber of Commerce (Member, 2000-present [firm membership])
- ❑ State Bar of California, California Young Lawyers Association (Board of Directors, 2006-2010; President, 2009-2010)
- ❑ Barristers' Section of the San Joaquin County Bar Association (Executive Committee 2002-2007; President, 2004-2005)

**BRETT S. JOLLEY**



# COMMUNITY SERVICE

- North Stockton Rotary (Member, 2009-2025; President, 2013-2014)
- Stockton Youth Soccer Association (Volunteer Coach, 2014-2016)
- YMCA of San Joaquin County (Board of Directors 2012-2014; youth sports coach 2011-2013 and 2023; Adventure Guides member 2011-2015)
- Greater Stockton Chamber of Commerce Leadership Stockton Program, Class of 2002

**BRETT S. JOLLEY**

7





## Tracy Rural County Fire Protection District

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### Resolution No. 2026-10

#### A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TRACY RURAL COUNTY FIRE PROTECTION DISTRICT AUTHORIZING THE RETENTION OF SPECIAL LAND USE COUNSEL

**WHEREAS**, the Tracy Rural County Fire Protection District ("District") provides fire protection services within its jurisdiction and is actively involved in matters relating to annexations, development, land use planning, infrastructure improvements, impact fees, and related regulatory proceedings; and

**WHEREAS**, the District has determined that specialized legal expertise is necessary to assist with current and anticipated land use, planning, zoning, environmental review, annexation, permitting, development, and related matters; and

**WHEREAS**, the District received and reviewed proposals from qualified firms to provide specialized land use legal services; and

**WHEREAS**, the Board of Directors finds that McKinley, Conger, Jolley & Galarneau, LLP possesses the qualifications, experience, and expertise necessary to provide land use legal services to the District, including experience representing special districts, participation in LAFCO proceedings, annexations, CEQA matters, development impact fees, and other local government land use issues; and

**WHEREAS**, the Board of Directors finds that retaining specialized land use counsel is in the best interests of the District and will assist the District in protecting its interests, preserving revenues, advancing capital projects, and navigating regulatory requirements.

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

The District authorize the retention of McKinley, Conger, Jolley & Galarneau, LLP to serve as Special Land Use Counsel to the District on an as-needed basis.

Motion passed.

Passed, approved, and adopted this 9<sup>th</sup> day of June, 2026.

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Craig Miller, 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:** June 09, 2026  
**To:** Board of Directors  
**Prepared by:** Raychel Jackson, District Clerk  
**Approved by:** Craig Miller, Chairperson

**Re:** Approve Resolution 2026-11 Setting the Tax Rate Under Government Code §53978 for Fiscal Year 2026-2027

**RECOMMENDATION**

**Action Item**  Non-Action Item

It is recommended that the Board of Directors approve setting the special tax rate for Fiscal Year 2026–27 in accordance with California Government Code §53978 and San Joaquin County Ordinance R-83-895.

**BACKGROUND**

Each year, pursuant to California Government Code §53978, the District is required to adopt, by resolution, a special tax rate for the upcoming fiscal year. This tax is levied under the authority of San Joaquin County Ordinance R-83-895 and supports the operational and capital needs of the Tracy Rural County Fire Protection District.

**DISCUSSION**

The special tax is collected by the County of San Joaquin in the same manner and at the same time as other property-related taxes. It is in addition to the annual property tax rate otherwise authorized by law.

Revenue generated from the special tax is designated for the District’s essential services, including but not limited to:

- Fire protection and prevention operations
- Emergency medical response services
- Acquisition, operation, and maintenance of fire suppression equipment and apparatus
- Construction and maintenance of fire facilities and other capital improvements

Approval of the special tax rate for FY 2026–27 ensures that the District can continue to meet service demands and maintain a high standard of emergency response and community safety.



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

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### **FISCAL IMPACTS**

None. Adoption of the tax rate enables the continuation of existing revenue streams and does not create a new fiscal obligation.

### **ATTACHMENTS**

1. Resolution 2026-11 - Setting the Special Tax Rate for Fiscal Year 2026–27



## Tracy Rural County Fire Protection District

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### Resolution No. 2026-11

#### A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TRACY RURAL COUNTY FIRE PROTECTION DISTRICT 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 June, 2026.

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Craig Miller, 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:** June 09, 2026  
**To:** Board of Directors  
**Prepared by:** Raychel Jackson, District Clerk  
**Approved by:** Craig Miller, Chairperson

**Re:** Review and Approve Preliminary Budget for Fiscal Year 26-27

**RECOMMENDATION**

Action Item  Non-Action Item

It is recommended that the Tracy Rural County Fire Protection District Board of Directors receive and review and consider adoption of the proposed Preliminary Budget for Fiscal Year 2026–27 and provide direction or feedback as necessary to assist in the development of the Final Budget.

**BACKGROUND**

In accordance with the Fire Protection District Law of 1987, the Board of Directors is required to adopt a Preliminary Budget on or before June 30 of each year and a final budget on or before October 1. The Preliminary Budget acts as a planning tool to outline anticipated revenues and expenditures and allows for early input and refinement before the Final Budget is adopted.

**DISCUSSION**

District staff has prepared the Preliminary Budget for FY 2026–27 using the most current financial data, historical trends and operational needs. This draft budget represents an initial framework to guide fiscal planning and ensure alignment with the District’s goals and service obligations. The purpose of presenting this preliminary budget is to allow the Board of Directors the opportunity to review and comment on proposed revenue and expenditure assumptions, funding priorities, and capital allocations.

**FISCAL IMPACTS**

None.

**ATTACHMENTS**

1. FY 2026-27 Preliminary Budget.

**Preliminary Budget**  
**Tracy Rural Fire Protection District**  
FY 2026-2027

<b>Operating Account</b>	<b>FY26-27 - Proposed</b>
<b>Revenue</b>	
Property Tax / Special Assessments / Homeowners	<b>\$16,113,695.85</b>
Interest	
<b>Expenses</b>	
Apparatus Repair	35,000.00
Audited Financial Statement	11,000.00
Auditors Direct Assessment	21,000.00
Auditors Tax Admin Charges	185,000.00
<b>Building Maintenance Fund</b>	
Station 3	40,000.00
Station 4	40,000.00
Station 5	40,000.00
Banta	
Business Office Services	48,000.00
<b>Consultant Reports</b>	
Benefit Assessment - HdL	14,000.00
County Report	2,000.00
Misc. Report	5,000.00
UAL Report	20,000.00
Directors Fees	25,000.00
Election	40,000.00
Insurance - General Liability	75,000.00
<b>Legal Services</b>	
General	75,000.00
Land Use	45,000.00
<b>Membership/Association Dues</b>	11,000.00
Seminars	5,000.00
Miscellaneous	10,000.00
<b>Office Expense</b>	
Computer	3,000.00
Phone	6,000.00
Software/Hardware	4,000.00
Supplies	3,000.00
Website / Domain	4,000.00
<b>Personal</b>	
Salaries - Regular	77,000.00
Payroll Taxes	
Retirement - Employer Share	
Medical Insurance	
Dental/Vision Insurance	

<b>Operating Account</b>	<b>FY26-27 - Proposed</b>
Workers Compensation	
Payroll Services	
<b>Retirement</b>	
PERS Unfunded Liability (1999-2022)	650,000.00
PERS Unfunded Liability (Pre 1999)	725,000.00
Safety Plan	700.00
Service Charge	2,000.00
<b>SSJCFA - JPA</b>	<b>12,462,099.37</b>
Ambulance	
Training Tower	
<b>Transfers Out</b>	
Transfer to CIP - Apparatus Fund	400,000.00
Transfer to Medical Leave Bank	250,000.00
<b>Travel &amp; Training</b>	
Parking	\$200.00
Lodging	\$5,000.00
Transportation	\$3,000.00
<b>Utilities</b>	
Station 3	20,000.00
Station 4	20,000.00
Station 5	25,000.00
<b>Total for Expenses</b>	<b>\$15,406,999.37</b>
<b>Net Operating Income</b>	
<b>Total for Other Income</b>	
<b>Net Other Income</b>	
<b>Net Income</b>	<b>\$706,696.48</b>