Board of Directors

Pete Reece John Vieira Jeff Ramsey Matt Kopinski Craig Miller Raychel Jackson, Clerk of the Board 793 S. Tracy Blvd. #298 Tracy, CA 95376 (209) 834-7269 raychel.jackson@tracyruralfire.org www.tracyruralfire.org

Board of Directors - Regular Meeting Agenda Tuesday, November 9, 2021 at 2:00 PM PST

To join the meeting via GoToMeetings:

https://global.gotomeeting.com/join/429723869

By phone: <u>1 (646) 749-3122</u> Access Code: 429-723-869

Consistent with Executive Order N-29-20, the Governor has allowed local legislative bodies to hold public meetings via teleconference and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body or state body to avoid public gatherings, and has suspended all contrary provisions of the Brown Act.

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 November 9, 2021 Agenda
- 3.2 Approval of the October 12, 2021 Minutes

4. Regular Agenda

- 4.1 Approval of November Warrant List
- 4.2 October Monthly Financials
- 4.3 Receive Information on Ponderosa Funding Agreement
- 4.4 Receive an Update on the Emergency Vehicle Replacement Program Grant Offered by the San Joaquin Valley Air Pollution Control District
- 4.5 Accept Appraisal Report from Paddock Appraisal Services, Inc. for 22484 S. 7th Street Property
- 4.6 Approve to Appoint Director Kopinski to Work with Battalion Chief Arganbright to Maintain District Owned Stations and to Approve a Maximum Spending Limit for Director Kopinski Not to Exceed \$2,000.00 for Emergency Related Maintenance Issues
- 4.7 Approve Station Repairs and Receive Updated Information Regarding Station 93 and 94 Maintenance Issues and Modifications

Board of DirectorsPete Reece

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- 4.8 Approve Transfer of Title of Station 95 and 2020 Pierce Velocity Pumper, Engine 95 from City of Tracy to Tracy Rural Fire District
- 4.9 Receive Information of MRG Consultant's Development of JPA's Personnel and Financial Operational Policies
- 4.10 Receive Information of Notice of Availability of Linne Road and S. 7^{th} Street Properties
- 4.11 Approve Lease Agreement between the Tracy Rural Fire Protection District and the South San Joaquin County Fire Authority for Fire Stations, Fire Apparatus, Staff Vehicles and Equipment

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. Adjournment until Next Regular Session - December 7, 2021

Board of Directors
Pete Reece
John Vieira

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Board of Directors - Regular Meeting Minutes Tuesday, October 12, 2021 2:00 PM

1. Roll Call and Pledge of Allegiance

Chairman Reece called the meeting to order at 2:09 pm. All Directors present.

2. Public Comment

No public comment.

3. Consent Calendar

- 3.1 Adoption of the October 12, 2021 Agenda
- 3.2 Approval of the September 14, 2021 Minutes
 - Motion was made by Vice-Chair Ramsey, seconded by Director Miller to accept the consent calendar. Motion passed unanimously.

4. Regular Agenda

- 4.1 Approval of October Warrant List
 - Motion was made by Vice-Chair Ramsey, seconded by Director Vieira to Approve October Warrant List; Motion passed.
- 4.2 September Monthly Financials
 - Motion was made by Director Vieira, seconded by Vice-Chair Ramsey to Approve September Monthly Financials List; Motion passed.
- 4.3 Approve Resolution 2021-15 to Contract with MacLeod Watts to Serve as a Consultant Relating to Unfunded CalPERS Pension Liabilities
 - Motion was made by Director Vieira, seconded by Director Miller to Approve Resolution 2021-15 to Contract with MacLeod Watts to Serve as a Consultant Relating to Unfunded CalPERS Pension Liabilities; Motion passed.
- 4.4 Approve Resolution 2021-15 Declaring Certain Parcels of Real Property Surplus Land Pursuant to the State Surplus Land Act
 - Motion was made by Vice-Chair Ramsey, seconded by Director Kopinski to Approve Resolution Resolution 2021-15 Declaring Certain Parcels of Real Property Surplus Land Pursuant to the State Surplus Land Act; Motion passed.
 - Motion was made by Vice-Chair Ramsey, seconded by Director Kopinski to proceed to serve tenants with a 120 Notice to Vacate; Motion passed.

Board of Directors

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- 4.5 Approval of District Logo Design for Tracy Rural Fire District
 - Motion was made by Vice-Chair Ramsey, seconded by Director Kopinski to approve District logo design for Tracy Rural Fire District; Motion passed.
- 4.6 Receive an Update on the Emergency Vehicle Replacement Program Grant Offered by the San Joaquin Valley Air Pollution Control District
 - No Action Taken.
- 4.7 Accept Appraisal Report from Stone Home Appraisal for 7700 W. Linne Road Property
 - Motion was made by Vice-Chair Ramsey, seconded by Director Vieira to accept Appraisal Report from Stone Home Appraisal for 7700 W. Linne Road Property; Motion passed.
- 4.8 Take Action to Consider Allocating Additional Funds to South San Joaquin County Fire Authority's Budget in the Amount of \$192,500.00
 - Motion was made by Director Vieira, seconded Vice-Chair Ramsey by to Allocate Additional Funds to South San Joaquin County Fire Authority's Budget in the Amount of \$192,500.00; Motion passed. Roll Call vote: Ramsey yes; Reece yes; Vieira aye; Kopinski no; Miller aye.

5. Committee Reports

- 5.1 JPA Representative Report
 - Vice-Chair Ramsey provided a report from the September 21, 2021 JPA board
 meeting board approved to establish job classifications and related
 classifications specifications and position control roster for 2021-2022;
 approved a compensation plan that includes a master pay schedule; approved
 the employer-employee relations policy; approved the personnel rules;
 approved policies relating to legal, safety and security matters; and received
 draft year end revenue and expense report for year ending 2021.

6. Informational Update

- 6.1 Fire Chief's Update
 - Chief Bradley provided the monthly report based on the Fire Chief Update dated October 12, 2021, that was provided to the Board of Directors and staff at the meeting.

7. Public Comment

No public comment.

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Board of Directors

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8. Board Member Comment

Director Kopinski thanked all board members and Chief for updates on various projects and personnel matters.

$9.\ Meeting\ Adjournment\ at\ 3:28\ pm.$

No action taken.

Signature: Raychel Jackson	Raychel Jackson, Clerk of the Board Tracy Rural County Fire Protection District
Date: November 4, 2021	

TRACY RURAL COUNTY FIRE PROTECTION DISTRICT -- 49501 -- November 9, 2021

GENERAL OPERATING FUND		AMOUNT	ACCOUNT	VENDOR #
PETE REECE				. 0000010849
30421 KOSTER ROAD	\$	600.00		
TRACY, CA 95304			6226010900	
MATT KOPINSKI	\$	_		. 0000101809
33969 S. KOSTER ROAD	۲	_		. 0000101803
TRACY, CA 95304			6226010900	
CRAIG MILLER		400.00		. 0000105820
5336 W. DURHAM FERRY ROAD	\$	400.00	6226040000	
Tracy, CA 95304			6226010900	
JEFF RAMSEY	\$	-		0000098549
27722 S. Bird Road				
TRACY, CA 95304			6226010900	
JOHN VIEIRA				. 0000010852
19700 SOUTH LAMMERS ROAD	\$	100.00		. 0000010852
TRACY, CA 95304	Ş	100.00	6226010900	
TRACT, CA 95504			0220010900	
BOWMAN & BERRETH, LLP	\$	6,292.20	6221005100	. 0000078394
1820 WEST KETTLEMAN LANE, SUITE F	\$	693.00	6221005120	GOVERNANCE
LODI, CA 95242	\$	798.00	6221005130	LAFCO
Total	\$	7,783.20		
1				
TOTAL FOR GENERAL OPERATING FUND	\$	8,883.20		

TRACY RURAL COUNTY FIRE PROTECTION DISTRICT -- 49591 -- November 9, 2021

CAO RESERVE FUND 49591	AMOUNT	ACCOUNT	VENDOR #
I			
TOTAL CAO FUND 49591	\$ -		
SIGNATURES OF BOARD MEMBERS			
PETE REECE, CHAIR		JOHN VIEIRA, DIRECTOR	
		,	
MAATI KODINSKI, DIDECTOR		LEEF DANGEY MICE CHAID	
MATT KOPINSKI, DIRECTOR		JEFF RAMSEY, VICE CHAIR	
CRAIG MILLER, DIRECTOR			

PAID Monthly Expenses for November 2021 - TRF Operating Account - Bank of Stockton

Description	Date Paid	Δ	lmt. Due	Paid
PG&E station 4	11/2/2021	\$	937.92	pd
PG&E station 3	11/2/2021	\$	841.62	pd
EcoWater System	, ,	•		pd
ProTech - Station #5 - alarm	11/1/2021	\$	70.00	pd
Patriot Pest Control	11/3/2021	\$	208.00	pd
Delta Disposal				pd
ATT - Station lines	11/3/2021	\$	262.06	pd
CalPERS	11/2/2021	\$	144.62	pd
Paddock Appraisal Services (Banta)	11/3/2021	\$	2,000.00	pd
CSMFO - 2022 Annual Finance Conf.	11/3/2021	\$	470.00	pd
CSMFO - membership	11/3/2021	\$	110.00	pd
USPS - Certified Mail (NOA)	11/4/2021	\$	60.64	pd
Van Unen Miersma Propane - Station 93	11/3/2021	\$	1,934.34	pd
Jeff Ramsey - Monthly Stipend	11/9/2021	\$	500.00	pd
Matt Kopinski - Monthly Stipend	11/9/2021	\$	500.00	pd
Special District Financial District	11/9/2021	\$	4,200.00	pd
ATT - District Phone	10/24/2021	\$	370.80	pd

Total Paid \$ 12,610.00

PAID Monthly Expenses for November 2021 - TRF Capital Outlay Account - Bank of Stockton

Description	Date Paid	Amt. Due	Paid
Enerspect Medical Solutions - Refund	10/15/2021	(\$1,185.86)	
Curtis Tools	11/3/2021	\$ 5,796.11	Paid
Mr. Rooter - Service call (Linne Rd)	10/14/2021	\$ 89.50	Paid
Nor-Cal Plumbing (Linne Rd)	11/3/2021	\$ 225.00	Paid
Mr. Rooter - Hotwater heater - station 94	11/3/2021	\$ 3,624.50	Paid
Gate-or-Door - backdoor cable - station	11/3/2021	\$ 692.00	Paid

Tot	tal	Paid
\$	9,	241.25

1:34 PM 11/05/21

Accrual Basis

TRACY RURAL COUNTY FIRE PROTECTION DISTRICT Balance Sheet

As of October 31, 2021

Oct 31, 21 **ASSETS Current Assets** Checking/Savings Bank of Stockton-Capital Outlay 502,206.66 Bank of Stockton-Operating 142,697.05 Bank of Stockton-Retirement 200,012.28 Fund 49501 - Operations -580,792.72 Fund 49512 - Retirement Buyout 18,893.92 Fund 49515 - Fire Facility Fees 439,386.69 Fund 49519 - Emergency Reserve 2,001,982.00 Fund 49591 - Capital Outlay Res 727,815.28 3,452,201.16 **Total Checking/Savings Total Current Assets** 3,452,201.16 **TOTAL ASSETS** 3,452,201.16

0.00

LIABILITIES & EQUITY

1:38 PM 11/05/21 **Cash Basis**

TRACY RURAL COUNTY FIRE PROTECTION DISTRICT Profit & Loss Budget vs. Actual July through October 2021

	Jul - Oct 21	Budget	\$ Over Budget
Ordinary Income/Expense			
Income .Beginning Balance	0.00	6,634,666.06	-6,634,666.06
Apparatus/Equipment Fund	0.00	0.00	0.00
Bank of Stockton	0.00	192,223.12	-192,223.12
BOS Capital Interest	7.71		
	7.71		
Total BOS Capital	7.71		
BOS Retirement Interest	12.28		
Total BOS Retirement	12.28		
Fund 49501 - Property Tax			
Homeowners Exemption - State	0.00	53,633.12	-53,633.12
Interest Income Prior - SB813	5,063.00 561.21	15,902.12	-10,839.12
Prior - Unsecured	4,655.82	0.00	4,655.82
Rent	0.00	5,200.00	-5,200.00
Secured	31,385.57	7,200,127.67	-7,168,742.10
Secured SB813	83,812.47	156,743.09	-72,930.62
Special Assessments - Current	1,998.18	1,581,849.94	-1,579,851.76
Special Assessments - Prior Unsecured	3,106.91 2,940.48	357,980.22	-355,039.74
Unsecured SB813	1,262.02		
Total Fund 49501 - Property Tax	134,785.66	9,371,436.16	-9,236,650.50
Fund 49512 - Retirement	0.00	100,000.00	-100,000.00
Fund 49515 - Fire Faility Fees			
Interest	749.00		
Mitigation Fees	5,137.91		
Total Fund 49515 - Fire Faility Fees	5,886.91		
Fund 49519 - Emergancy Reserve Interest	1,982.00		
Total Fund 49519 - Emergancy Reserve	1,982.00		
• •	1,000		
Fund 49591 - Capital Outlay Interest	3,634.00		
Fund 49591 - Capital Outlay - Other	0.00	300,000.00	-300,000.00
Total Fund 49591 - Capital Outlay	3,634.00	300,000.00	-296,366.00
Rent Station 2 Rent Station 5	4,800.00 5,600.00	16,800.00 14,400.00	-12,000.00 -8,800.00
Total Income	156,708.56	16,629,525.34	-16,472,816.78
Expense			
Apparatus / Equipment Apparatus			
Engine Loan	0.00	112,437.72	-112,437.72
Apparatus - Other	0.00	726,037.67	-726,037.67
Total Apparatus	0.00	838,475.39	-838,475.39
Equipment -New / Repairs	10,765.95	100,000.00	-89,234.05
Total Apparatus / Equipment	10,765.95	938,475.39	-927,709.44

1:38 PM 11/05/21 **Cash Basis**

TRACY RURAL COUNTY FIRE PROTECTION DISTRICT Profit & Loss Budget vs. Actual July through October 2021

	Jul - Oct 21	Budget	\$ Over Budget
Audited Financial Statements Auditors Direct Assessment Auditors PR & AP Charges Auditors Tax Admin Charges Bounced Check / NSF Bounced Check Fees Building Maintenance Fund Station 3	0.00 0.00 0.00 0.00 1,400.00 8.00	7,000.00 15,000.00 120,000.00 600.00	-7,000.00 -15,000.00 -120,000.00 -600.00
Solar Project Station 3 - Other	0.00 586.51	120,000.00 50,000.00	-120,000.00 -49,413.49
Total Station 3	586.51	170,000.00	-169,413.49
Station 4 Station 5 - Linne	1,957.00 89.50	50,000.00	-48,043.00
Total Building Maintenance Fund	2,633.01	220,000.00	-217,366.99
Business Office Services Consultant Reports	16,600.00	52,500.00	-35,900.00
Benefit Assessment - HdL County Report Misc. Report State Controllers Report	0.00 1,200.79 0.00 0.00	10,000.00 2,000.00 10,000.00 800.00	-10,000.00 -799.21 -10,000.00 -800.00
Total Consultant Reports	1,200.79	22,800.00	-21,599.21
Directors Fees Craig Miller Jeff Ramsey Kopinski, Matt Muniz, John Reece, Pete Vieira, John Directors Fees - Other	200.00 1,400.00 1,600.00 645.00 1,300.00 500.00	20,000.00	-20,000.00
Total Directors Fees	5,645.00	20,000.00	-14,355.00
Fund Transfer 2-Capital Outlay A-Apparatus/Equipment B-Building Maintenance 2-Capital Outlay - Other	0.00 0.00 500,000.00	200,000.00	-200,000.00 -100,000.00
Total 2-Capital Outlay	500,000.00	300,000.00	200,000.00
4-Retirement Buyout	200,000.00	100,000.00	100,000.00
Total Fund Transfer	700,000.00	400,000.00	300,000.00
Insurance - General Liability Legal Services	26,243.00	40,000.00	-13,757.00
Document Review General JPA Litigation	0.00 18,316.62 3,790.50 12,228.64	25,000.00 100,000.00 20,000.00 150,000.00	-25,000.00 -81,683.38 -16,209.50 -137,771.36
Total Legal Services	34,335.76	295,000.00	-260,664.24
Membership/Association Dues Seminars Membership/Association Dues - Other	750.00 160.00	1,500.00 3,000.00	-750.00 -2,840.00
Total Membership/Association Dues	910.00	4,500.00	-3,590.00
Miscellaneous	2,117.00	40,000.00	-37,883.00

1:38 PM 11/05/21 **Cash Basis**

TRACY RURAL COUNTY FIRE PROTECTION DISTRICT Profit & Loss Budget vs. Actual July through October 2021

	Jul - Oct 21	Budget	\$ Over Budget
Office Expense			
Computer	794.21	2,000.00	-1,205.79
Miscellaneous	136.92	5,000.00	-4,863.08
Phone	1,449.31	6,000.00	-4,550.69
Postage	0.00	200.00	-200.00
Software/Hardware	119.88	300.00	-180.12
Supplies	9.36	400.00	-390.64
Total Office Expense	2,509.68	13,900.00	-11,390.32
Retirement			
PERS	578.42	2,700.00	- 2,121.58
PERS Unfunded Liability	519,781.00	583,439.45	-63,658.45
Safety Plan	700.00	700.00	0.00
Total Retirement	521,059.42	586,839.45	-65,780.03
SSJCFA - JPA			
Fiscal Year 2021-2022	2,887,016.00	8,820,000.00	-5,932,984.00
FY2020-2021	0.00	0.00	0.00
Total SSJCFA - JPA	2,887,016.00	8,820,000.00	-5,932,984.00
Utilities			
Station 3	9,062.36	30,000.00	-20,937.64
Station 4	7,413.16	30,000.00	-22,586.84
Station 5	309.45	15,000.00	-14,690.55
Total Utilities	16,784.97	75,000.00	-58,215.03
Total Expense	4,229,228.58	11,671,614.84	-7,442,386.26
Net Ordinary Income	-4,072,520.02	4,957,910.50	-9,030,430.52
Net Income	-4,072,520.02	4,957,910.50	-9,030,430.52

Pete Reece John Vieira

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STAFF REPORT

Meeting: Regular Meeting
Date: November 9, 2021
To: Board of Directors

Prepared by: George Petrulakis, Land Use Special Counsel

Approved by: Pete Reece, Chairperson

Re: Ponderosa Funding Agreement

RECOMMENDATION

Action Item ____ Non-Action Item_X__

BACKGROUND

In June of 2020, the Tracy Rural Fire Protection District ("District") entered into a Funding Agreement (copy attached) with Ponderosa Homewood Partners, a California general partnership ("Ponderosa"), to mitigate the financial impact on the District of the annexation of a 590-lot single family residential project by Ponderosa to the City of Tracy ("City"). The Funding Agreement anticipated the creation of a Community Facilities District or a special parcel tax. Ponderosa has informed District staff that the Funding Agreement has been difficult to implement due to a lack of cooperation from the City and has asked the District to consider other funding options such as the payment of a one-time fee instead of the contemplated annual special tax.

DISCUSSION

The June 2020 Funding Agreement required Ponderosa to "work with" the City and the District "to create a Community Facilities District or a special parcel tax, either of which were called the "Funding Mechanism" in the agreement. For each of the 590 lots in the Ponderosa project, the Funding Mechanism was to "result in an assessment, special tax or charge" of \$.05 per dollar of taxes collected and paid to the District or credited to the District's obligations to fund the SSCFA". (Funding Agreement §2).

The Funding Mechanism is to remain in place for not less than ten (10) years from the date of first assessment under the mechanism. After the ten (10) year period, the Funding

Board of Directors
Pete Reece

John Vieira Jeff Ramsey Matt Kopinski Craig Miller Raychel Jackson, Clerk of the Board 793 S. Tracy Blvd., #298 Tracy, CA 95376 P: (209) 834-7269 Raychel.jackson@tracyruralfire.org www.tracyruralfire.org

Mechanism would not be renewed "if the District's and the City of Tracy's combined contributions to the SSCFA are sufficient to meet the financial needs of the SSCFA." (Funding Agreement §3).

There is a suggestion in the agreement that alternatives for implementing the Funding Mechanism would be considered by the parties in the event a Community Facilities District or special parcel is not approved by the City. (Funding Agreement §3). The agreement is binding on successors and assigns of the parties. (Funding Agreement §5).

Land use special counsel has conferred with Ponderosa representative Jeff Schroeder about implementing the Funding Agreement. Ponderosa indicates that the Funding Agreement has been difficult to implement due to a lack of interest from the City and has asked the District to consider other funding options, such as the payment of a one-time fee for each of the 590 lots instead of the annual special tax contemplated by the Agreement. Ponderosa is willing to provide District with a draft of an agreement to secure one-time payments. Ponderosa has sold the project to Toll Brothers which has begun construction of the subdivision improvements. Sales of the first homes are not anticipated until late 2022. According to Ponderosa, Ponderosa will remain the party with which the District would explore alternatives to the Funding Mechanism.

Staff would like guidance from the Board on the following:

- (1) May staff explore with Ponderosa a one-time payment as a replacement to the contemplated Funding Mechanism of an annual special tax for future consideration by the Board?
- (2) May staff return to the Board with a recommendation on whether to hire a financial advisor to assist in evaluating the fiscal impacts to the District of a replacement for the Funding Mechanism to ensure any alternative does not result in an adverse impact to the District?

FISCAL IMPACTS

Fiscal impacts to the District of a replacement for the Funding Mechanism are currently unknown but would be evaluated if a proposal for an alternative mechanism is brought in the future for Board consideration.

Agenda Item 4.3

Tracy Rural County Fire Protection District

Board of Directors
Pete Reece
John Vieira

Jeff Ramsey Matt Kopinski Craig Miller Raychel Jackson, Clerk of the Board
793 S. Tracy Blvd., #298
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ATTACHMENTS

Funding Agreement dated June 2020 between the Tracy Rural Fire Protection District and Ponderosa Homewood Partners

FUNDING AGREEMENT

THIS FUNDING AGREEMENT ("Agreement"), is made and entered into as of June 2020 (the "Effective Date"), by and between Tracy Rural Fire Protection District ("District") and Ponderosa Homewood Partners, a California general partnership ("Ponderosa"). This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties:

- A. Ponderosa has an option to purchase that certain real property (the "**Property**") located in San Joaquin County, California that is the subject of annexation into the City of Tracy (the "**Annexation**"). The Annexation is to be voted upon pursuant to Measure T.
- B. District has submitted an argument against Measure T due to potential negative financial impacts on District's budget resulting from the detachment of the Property from the District that would occur if the Annexation is approved.
- C. Ponderosa and District desire to enter into this Agreement to mitigate the impact of the Annexation on District's budget.

NOW, THEREFORE, in consideration of the mutual covenants of the parties herein contained and other valuable consideration, the parties agree as follows:

- 1. <u>Withdrawal of Argument Against Measure T</u>. In consideration of Ponderosa's agreements set forth herein, District agrees to withdraw its argument against Measure T by June 16, 2020 and to refrain from objecting to or campaigning against Measure T.
- 2. Funding Mechanism. In consideration of District's withdrawal of its argument against Measure T and agreement to refrain from objecting to or campaigning against Measure T, Ponderosa agrees that if Measure T is approved and the Annexation occurs, Ponderosa will work with the City of Tracy and District to create a Community Facilities District or a special parcel tax (as applicable, the "Funding Mechanism") encumbering the five hundred ninety (590) residential lots (the "Lots") to be created on the Property. Promptly following the execution of this Agreement, Ponderosa and District shall jointly contact the City of Tracy to determine the most efficient manner of structuring the Funding Mechanism, and shall cooperate to accommodate the City's reasonable requirements. Ponderosa shall ensure payment to the District or a credit to the District's funding obligation to the South San Juaquin County Fire Authority ("SSCFA") of the equivalent of the sums calculated by this Agreement including alternatives for implementing the Funding Mechanism, in the event a Community Facilities District or special parcel tax is not approved by the City of Tracy. The Funding Mechanism will result in an assessment, special tax or charge against each of the Lots of \$.05 per dollar of taxes collected and paid to the District or credited to the District's obligations to fund the SSCFA.
- 3. Reconsideration of Funding Mechanism. The Funding Mechanism will remain in effect for a period of not less than ten (10) years from the date of the first assessment through the Funding Mechanism. Thereafter, if the District's and the City of Tracy's combined contributions to the SSCFA are sufficient to meet the financial needs of the SSCFA, then the Funding Mechanism will not be renewed.

- 4. <u>Amendment.</u> This Agreement may not be modified or amended, except by an agreement in writing signed by the parties to this Agreement. The parties may waive any of the conditions contained in this Agreement or any of the obligations of the other party under this Agreement, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions or obligations.
- 5. <u>Successors and Assigns</u>. This Agreement is binding on the successors and assigns of the parties.
- 6. <u>Entire Agreement.</u> This Agreement constitutes the entire agreement among the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No prior representation, warranty, covenant, agreement or condition not expressed in this Agreement shall be binding upon the parties to this Agreement or shall affect or be effective to interpret, change or restrict the provisions of this Agreement.
- 7. <u>Counterparts.</u> A counterpart of this Agreement with separate but fully executed signature pages attached thereto shall have the full force and effect of an original executed instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

By: John Munity Name: Title: By: Raudy Jackson

OPTIONEE:

Ponderosa Homewood Partners, a California general partnership

By: Ponderosa Homes II, Inc., a California corporation

Kile Morgan Jr.

Its: Chairman

By: Homewood LLC,

a California limited liability company.

By: Vinu

Charles J. Keenan, III

Its: Manager

DISTRICT:

Name:

Title:

Board of Directors

Pete Reece John Vieira Jeff Ramsey Matt Kopinski Craig Miller Raychel Jackson, Clerk of the Board
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STAFF REPORT

Meeting: Regular Meeting
Date: November 9, 2021
To: Board of Directors

Prepared by: Raychel Jackson, Board Clerk

Approved by: Pete Reece, Chairperson

Re: Receive an Update on the Emergency Vehicle Replacement Program

Grant Offered by the San Joaquin Valley Air Pollution Control

District

RECOMMENDATION

Action Item ____ Non-Action Item_X__

To receive an update regarding the Emergency Vehicle Replacement Program Grant offered by the San Joaquin Valley Air Pollution Control District.

BACKGROUND

District staff was made aware that the San Joaquin Valley Air Pollution Control District opened a grant for the replacement of older emergency response equipment.

DISCUSSION

On September 17, 2021, the applications with requested documents were submitted to San Joaquin Valley Air Pollution Control District.

FISCAL IMPACTS

Potential funds for apparatus replacement.

ATTACHMENTS

None.

Pete Reece John Vieira Matthew Kopinski Jeff Ramsey Raychel Jackson, Clerk of the Board
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Tracy, CA 95376
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Raychel.jackson@tracyruralfire.org
www.tracyruralfire.org

STAFF REPORT

Meeting: Regular Meeting
Date: November 9, 2021
To: Board of Directors

Prepared by: Raychel Jackson, District Clerk

Approved by: Pete Reece, Chairperson

Re: Accept Appraisal Report from Paddock Appraisal Services, Inc.

for 22484 7th Street Property

RECOMMENDATION

Action Item __X_ Non-Action Item____

Accept the appraisal report regarding the property located at 22484 S. 7th Street, Tracy.

BACKGROUND

The District currently owns two properties located at 7700 W. Linne Rd., and 22484 S. Seventh Street, Tracy, CA 95304, which are currently being rented.

DISCUSSION

On September 12, 2021, the Board approved to proceed with obtaining appraisals for both District properties.

On October 28, 2021, Paddock Appraisal Services, Inc. conducted an appraisal on property located at 22484 S. Seventh Street.

FISCAL IMPACTS

None.

ATTACHMENTS

1. Appraisal Report

File # RP212248S7TH

APPRAISAL OF REAL PROPERTY



LOCATED AT

22484 S 7th St Banta, CA 95304 See attached proposed Parcel Map

FOR

Tracy Rural County Fire Protection District 793 S Tracy Blvd #298 Tracy, CA 95376

OPINION OF VALUE

485,000

AS OF

10/28/2021

TABLE OF CONTENTS

GP Residential	1
Additional Comparables 4-6	. 5
GP Residential Certifications Addendum	. 6
Assessor's Data	. 9
Building Sketch	. 10
Zoning Map	. 11
Zoning Map	. 12
Plat Map	
Aerial Map - Subject	14
Aerial Map - Immediate Area	. 15
ocation Map	. 16
ocation Map	. 17
Subject Photos	. 18
Photograph Addendum	. 19
Photograph Addendum	. 20
Photograph Addendum	. 21

RESIDENTIAL APPRAISAL REPORT

$\overline{\mathbf{U}}$	<u>ESIDENTIAL APPRAISA</u>	AL REPURI		File No.: RI	P212248S7TH
	Property Address: 22484 S 7th St		City: Banta	State: CA	Zip Code: 95304
L	County: San Joaquin	Legal Description: See a	attached proposed Parcel Map		
ပြည			Assessor's Parcel #	[‡] : 250-050-25	
۳	Tax Year: 2020 R.E. Taxes: \$ Unknown S	Special Assessments: \$ 0	Borrower (if applica	ble):	
SUBJECT	Current Owner of Record: Tracy Rural County Fire D	District	Occupant: Owner	▼ Tenant	Manufactured Housing
ြတ	Project Type: PUD Condominium	Cooperative Other (de	escribe)	HOA: \$	per year per month
	Market Area Name: City of Banta		Map Reference: 44700	Census	Tract: 0052.02
	The purpose of this appraisal is to develop an opinion of:	Market Value (as def			****
	This report reflects the following value (if not Current, see		nt (the Inspection Date is the Effec	, ,	ctive Prospective
5	Approaches developed for this appraisal: Sales Co	, <u> </u>	ost Approach Income Appro		
ASSIGNMENT		easehold Leased Fee	Other (describe)	yaan (eee rieeenemaaen ee	minorite and coope of fronty
l≥	Intended Use: The intended use of this appraisal is to e	<u> </u>			
9	The interided use of this appraisar is to e	stabilisti a value idi asset ili	anagement.		
SS	Intended User(s) (by name or type): Tracy Rural Cour	nty Fire Protection District			
⋖	Client: Tracy Rural County Fire Protection District		702 C T Dhad #200 T C	N 05270	
	,		793 S Tracy Blvd #298, Tracy, C		
		Rural Predomi	hant One-Unit Housing	Present Land Use	Change in Land Has
					Change in Land Use
_		J 011001 2070	111102 7102		Not Likely
Ιō	Growth rate: Rapid Stable	Slow Support	\$(000) (yrs)		Likely * In Process *
PT	Property values: Increasing Stable	Declining Tenant	470 Low 17		* To:
	Demand/supply: Shortage In Balance	Over Supply Vacant	' '	Comm'l 30 %	
SC	Marketing time: Under 3 Mos. 3-6 Mos.	Over 6 Mos.	/ /	Agricultural 20 %	
DESCRIPTION	Market Area Boundaries, Description, and Market Condition	, , , , ,	,		
⋖	Based on information supplied by the Multiple Listing				roperty values appear to
	have stabilized, with some market areas indicating			S.	
Į.	2. The neighborhood boundaries include all of the are	a contained within the Banta	a city limits.		
ĮŲ.	3. Schools, major employment, and major shopping a	re located within 5 miles.			
MARKET AREA					
Ž					
	Dimensions: See attached Parcel Map.			21,544 sf	
	Dimensions: See attached Parcel Map. Zoning Classification: C-RS		Description:	Rural Service Commercial	
	Zoning Classification: <u>C-RS</u>	Zoning Compliand	Description:	,	☐ Illegal ☐ No zoning
	Zoning Classification: C-RS Are CC&Rs applicable? ☐ Yes ☒ No ☐ Unknow	wn Have the documents b	Description: ce: Legal	Rural Service Commercial aconforming (grandfathered)	
	Zoning Classification: <u>C-RS</u>		Description: ce: Legal	Rural Service Commercial aconforming (grandfathered)	
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	Are CC&Rs applicable? Yes No Unknow Highest & Best Use as improved: Present use, or Actual Use as of Effective Date: Single Family Reside Summary of Highest & Best Use: For the foreseeable based on legal, economic, and physical considerations the scope of this assignment. Utilities Public Other Provider/Description Electricity Public Utility Gas Bottled Propane Water Well Sanitary Sewer Septic Tank Storm Sewer Septic Tank Site Comments: Inside Lot Corner Lot FEMA Spec'l Flood Hazard Area Yes No FEM. Site Comments: The information regarding the subject The site is located between a high-traffic street and an significantly smaller than the actual size. See attached General Description Exterior Description # of Units 1	Other use (explain) Other use (explain) ence e future, the highest and bes s. A build-to-suit structure m Off-site Improvements Street Asphalt Curb/Gutter None Sidewalk None Street Lights None Alley None Cul de Sac Underg A Flood Zone X ct site was obtained from put active rail line. Due to the side maps and aerials for reference to the side of th	Description: Deen reviewed? Legal nor Deen reviewed? Yes N Legal nor Description: Descrip	Rural Service Commercial aconforming (grandfathered) or Ground Rent (if applicable of a single-family Reside action of a single-family-home of the type of business entermark of the type of the type of business entermark of the type of t	nce e with a home-based business rprise or building is beyond rregular te Map Date 10/16/2009 for recorded easements. of the site is estimated to be Heating Type FAU Fuel Gas Cooling
	Are CC&Rs applicable? Yes No Unknow Highest & Best Use as improved: Present use, or Actual Use as of Effective Date: Single Family Reside Summary of Highest & Best Use: For the foreseeable based on legal, economic, and physical considerations the scope of this assignment. Utilities Public Other Provider/Description Electricity Public Utility Gas Bottled Propane Water Bottled Propane Water Septic Tank Storm Sewer Natural Drainage Other site elements: Inside Lot Corner Lot FEMA Spec'l Flood Hazard Area Yes No FEM. Site Comments: The information regarding the subject The site is located between a high-traffic street and an significantly smaller than the actual size. See attached General Description Exterior Description # of Units 1 Acc.Unit Foundation Foundation Exterior Walls Type Det. Att. Roof Surface Gutters & Dw Existing Proposed Und.Cons. Window Type	Other use (explain) Other use	Description: Deen reviewed? Legal nor Deen reviewed? Yes N Legal nor Deen reviewed? Negal nor Deen reviewed? Legal nor Description: Description: Description: Description: Description: Description: Degal nor Description: Description: Degal nor Deg	Rural Service Commercial aconforming (grandfathered) or Ground Rent (if applicable of a single-family Reside action of a single-family-home of the type of business entermark of the type of the type of business entermark of the type of t	nce e with a home-based business rprise or building is beyond rregular te Map Date 10/16/2009 for recorded easements. of the site is estimated to be Heating Type FAU Fuel Gas Cooling Central Yes
IMPROVEMENTS SITE DESCRIPTION	Are CC&Rs applicable? Yes No Unknow Highest & Best Use as improved: Present use, or Actual Use as of Effective Date: Single Family Reside Summary of Highest & Best Use: For the foreseeable based on legal, economic, and physical considerations the scope of this assignment. Utilities Public Other Provider/Description Electricity Public Utility Gas Bottled Propane Water Well Sanitary Sewer Septic Tank Storm Sewer Septic Tank Site Comments: Inside Lot Corner Lot FEMA Spec'l Flood Hazard Area Yes No FEM. Site Comments: The information regarding the subject The site is located between a high-traffic street and an significantly smaller than the actual size. See attached General Description Exterior Description # of Units 1	Other use (explain) Other use	Description: Deen reviewed? Legal nor Deen reviewed? Yes N Legal nor Description: Descrip	Rural Service Commercial aconforming (grandfathered) or Ground Rent (if applicable of a single-family Reside action of a single-family-home of the type of business entermark of the type of the type of business entermark of the type of t	nce e with a home-based business rprise or building is beyond rregular te Map Date 10/16/2009 for recorded easements. of the site is estimated to be Heating Type FAU Fuel Gas Cooling

<u> </u>	<u>ESIDENTIA</u>	L APPRA	NISAL						Fi	le No.:	RP212248S7TH	
	Interior Description	Ap	pliances	Attic No	one An	nenities					Car Storage	None
	Floors WWC/Tile	Re	frigerator [Stairs	Fir	replace(s) #	0	_ Wood	stove(s) #		Garage # of c	ars (4 Tot.)
ਜ਼	Walls Drywall	Ra	inge/Oven [⊠ Drop Stair	□ Pa	tio Con	crete				Attach. 2	
ne	Trim/Finish Wood	Dis	sposal [⊠ Scuttle	⊠ De	ck Non	е	_			Detach.	
tin	Bath Floor Tile	Dis	shwasher [□ Doorway	□ Po	orch Con	crete	_			BltIn	
o	Bath Wainscot Tile	Fa	n/Hood [⊠ Floor	Fe	nce Non	e	_			Carport	
ပ	Doors Flush Pan	el Mi	crowave	Heated	□ Po	ool Non	e	_			Driveway 2	
2			asher/Dryer [Finished				_			Surface Concre	ete
	Finished area above grade		4 Rooms		Bedro	oms	1.0 Bath(s	3)	950 Squa	are Feet o	of Gross Living Ar	
Ξ	Additional features: Th	e kitchen has plastic	laminate cou	ınters. tile floorii	ng. and	d oak cabine	ets. An office sp	ace is a	ttached to the gar	rage and	d only has access	from the
>	garage or exterior. This s	•							_	_	_	
짓	the rear of the subject with											7 10 00 00 00 11 10
Ē	Describe the condition of the								ng ana roodaan			
Ĕ	The residential improve											
	2. There is no apparent n											
◙	Please see attached significant signi					tional inform	nation.					
Ы	o. I lodge ded ditadilod di	Noton and 7 tooobor t	Data rago i	or reference arr	a addit	donar imom	iduori.					
CRI												
S												
ᆲ												
	SALES COMPARISON AP	DROACH TO VALUE	(if dayalana	d) Th	e Sales	Compariso	n Annroach was	not deve	eloped for this app	raical		
	FEATURE	SUBJECT		COMPARABLE S					SALE # 2		COMPARABLE SA	NIE # 3
		SUBJECT			OALL #			NADLE C	PALE # Z			ALE # 3
	Address 22484 S 7th St	4	5290 W				5535 W F St				S Koster Rd	
	Banta, CA 95304	4		CA 95304			Banta, CA 9530	14			CA 95304	
	Proximity to Subject	Φ.	0.10 mile				0.17 miles SW	φ.	500.000	6.31 m		500 500
	Sale Price	\$	- 4 0	\$	1	470,000	Φ	\$	500,000	Φ.	\$	539,500
	Sale Price/GLA		· 1	492.66 /sq.ft.			\$ 592.42	/sq.π.		\$	571.50 /sq.ft.	
	Data Source(s)	Inspection	Metrolist				Metrolist.com			Metrolis		
	Verification Source(s)	Realist.com	Realist.o				Realist.com	ON	. () () () ()	Realist		. () ((((((((((
	VALUE ADJUSTMENTS	DESCRIPTION		SCRIPTION	+(-)	\$ Adjust.	DESCRIPTI	UN	+(-) \$ Adjust.		SCRIPTION	+ (-) \$ Adjust.
	Sales or Financing		Conv, (\$	•			Conv, (\$0)			Conv, (
	Concessions	N/A	Arm's Le				Arm's Length			Arm's L		
	Date of Sale/Time	10/28/2021	12/29/20				02/02/2021			10/16/2		
	Rights Appraised	Fee Simple	Fee Sim	•			Fee Simple			Fee Sir	-	
핏	Location	High Traffic	Low Tra				Low Traffic		-20,000			-20,000
ĕΙ	Site	21,544 sf	12,500 s	sf			10,000 sf		0	43,681	sf	-60,000
RC	View	Street	Street				Street			Street		
РΡ	Design (Style)	Ranch	Cottage				Cottage			Ranch		
۷	Quality of Construction	Average	Superior	r			Superior		-20,000		or	-20,000
Ó	Age	77	81				83		0	73		0
2	Condition	Average	Similar				Similar			Similar		
A	Above Grade	Total Bdrms Bath	s Total Bo	drms Baths			Total Bdrms	Baths		Total E		
Ĭ	Room Count	4 2 1.0		3 1.0		0	4 2	1.0	0		2 1.0	0
ၓ	Gross Living Area	950 s	q.ft.	954 sq.ft.		0	84	44 sq.ft.	+4,800		944 sq.ft.	
S	Basement & Finished											
╏	Rooms Below Grade	None	None				None			None		
જ	Functional Utility	Average	Average				Average			Averag	е	
	Heating/Cooling	Central	Central				Central			Central		
	Energy Efficient Items	None	None				None			None		
	Garage/Carport	2 Car Garage	None			+20,000	2 Car Garage			2 Car G	Garage	
	Porch/Patio/Deck	Porch	Porch				Porch			Porch		
	Additional Amenities	ADU	None			+10,000			-20,000			+10,000
	Additional Amenities	Workshop	None			+20,000			+20,000			+20,000
	Additional Amenities	Office Space	None			+20,000			+20,000			+20,000
						,						.,,
	Net Adjustment (Total)			+ 🗌 - \$		10,000	_ + ×] - \$	-15,200		+ 🛛 - \$	-50,000
	Adjusted Sale Price					2,220			: -,=••			,
	of Comparables			\$		480,000		\$	484,800		\$	489,500

<u>KESIDEN HAL APPR</u>	AISAL REPURI		File	No.: RP212248	JS7TH
Summary of Sales Comparison Approach	See attached comparable and comment	ts.			
4					
<u> </u>					
<u> </u>					
<u> </u>					
<u> </u>					
<u> </u>					
Indicated Value by Sales Comparison A	pproach \$ 485,000				
My research ☐ did ☒ did not reveal any	prior sales or transfers of the subject prope	erty for the three years prior to the e	ffective date of th	is appraisal.	
Data Source(s): Realist.com; Metrolist Serv		, , , , , , , , , , , , , , , , , , ,			
1st Prior Subject Sale/Transfer	Analysis of sale/transfer history and/or any	v current agreement of sale/listing:			
Date:	,,	,	-		
Price:					
Source(s):					
2nd Prior Subject Sale/Transfer					
Date:					
Price:					
Source(s):					
COST APPROACH TO VALUE (if developed	The Cost Approach was not d	eveloped for this appraisal.			
Provide adequate information for replication of	the following cost figures and calculations				
Support for the opinion of site value (summary					
			•		
-					
<u> </u>	REPLACEMENT COST NEW	OPINION OF SITE VALUE			=\$
Source of cost data:		DWELLING	Sq.Ft. @ \$		=\$
	Effective date of cost data:		Sq.Ft. @ \$		=\$
Comments on Cost Approach (gross living are	a calculations, depreciation, etc.):		Sq.Ft. @ \$		=\$
			Sq.Ft. @ \$		=\$
Í			Sq.Ft. @ \$		=\$
					=\$
		Garage/Carport	Sq.Ft. @ \$		=\$
		Total Estimate of Cost-New			=\$
		Less Physical	Functional	External	
		Depreciation			=\$(
		Depreciated Cost of Improvem			=\$
		"As-is" Value of Site Improver	nents		=\$
					=\$
					=\$
Estimated Remaining Economic Life (if require	(d): 60 Ye	ears Indicated value by cost A	APPROACH		_ =\$

	ESIDEN HAL APPRAI			File No.: R	P212248S7TH
ᄂ	INCOME APPROACH TO VALUE (if developed)	∑ The Income Approach was			
APPROACH	Estimated Monthly Market Rent \$	X Gross Rent Multiplier	= \$	Indi	cated Value by Income Approach
Ó	Summary of Income Approach (including support for	or market rent and GRM):			
씸					
ΙĐ	<u> </u>				
S					
INCOME					
=					
	PROJECT INFORMATION FOR PUDs (if applicable)	le) The Subject is part of	a Planned Unit Development.		
	Legal Name of Project:		•		
	Describe common elements and recreational faciliti	es:			
PUD					
-					
	Indicated Value by: Sales Comparison Approac	h \$ 485,000 Cost Appro	ach (if developed) \$	Income Approach (if	developed) \$
	Final Reconciliation The final estimate of value is	more closely supported by the ma	arket approach. The cost approach	ch and income approach w	ere not required to determine
	a credible opinion of value.				
Z					
ΙĔ					
ا≥ا	This appraisal is made \(\sqrt{''}\) "as is", \(\) subject	to completion per plans and sp	ecifications on the basis of a h	Hypothetical Condition that	the improvements have been
迃	completed, subject to the following repairs				
IS	the following required inspection based on the E	xtraordinary Assumption that the c	ondition or deficiency does not r	equire alteration or repair:	
RECONCILIATION					
2					
	☐ This report is also subject to other Hypothet				
	Based on the degree of inspection of the s	ubject property, as indicated b	elow, defined Scope of Work,	Statement of Assumption	ons and Limiting Conditions,
	and Appraiser's Certifications, my (our) Opin of this report is: \$ 485,000	ion of the Market Value (or oth	er specified value type), as de	efined herein, of the real	property that is the subject
	If indicated above, this Opinion of Value is si	, as or: whiect to Hynothetical Condition	10/28/2021 s and/or Extraordinary Δesumi	WNICH IS THE ETTE ntions included in this re	nort See attached addenda
S					
ľ	properly understood without reference to the infe			grai part or the report. This	s appraisal report may not be
宣	Attached Exhibits:	Jimation contained in the complet	e report.		
ATTACHMENT	Scope of Work	Cond (Contifications Normation	on Adden down	annan haddanda	Okatah Addandum
18	Scope of Work			ograph Addenda [I Addendum [Sketch Addendum
닎	Map Addenda Addition Hypothetical Conditions Extraord		ddendum 📙 Flood	I Addendum	Manuf. House Addendum
	Client Contact:	inary Assumptions (Client Name: Tracy Rural Cou	unty Fire Protection District	
	E-Mail:	Address			
	APPRAISER	/ ludi 000	SUPERVISORY APPR		
	ALLINAISEN		or CO-APPRAISER (if	,	
	2 4		O CO-AI I MAISEN (II	applicable)	
ES	1 Through	-C			
l¥			Supervisory or		
SIGNATURES	Appraiser Name: Richard G. Paddock		Co-Appraiser Name:		
S S	Company: Paddock Appraisal Service, Inc.		Company:		
S	Phone: (209) 551-3110 x1 Fax	(209) 551-3111	Phone:		
	E-Mail: Rich@paddockappraisal.net		E-Mail:		
	Date of Report (Signature): 11/02/2021		E-Mail: Date of Report (Signature): License or Certification #:		01.1
		State: <u>CA</u>	License or Certification #:		State:
	Designation: California Certified Residential A		Designation:	Oowlificatio	
	· ·	28/2022 Nan	Expiration Date of License or		Tutorior Only Nier
	Inspection of Subject: Interior & Exterior	Exterior Only None		Interior & Exterior	Exterior Only None
	Date of Inspection: 10/28/2021		Date of Inspection:		

DUITIONAL			<u>AD</u>									ile No.:		2248S7TH	
FEATURE	SUBJE	CT			/IPARABI		ALE # 4		COM	PARABLE	SALE #5		COM	1PARABLE	SALE #6
Address 22484 S 7th St			1		nt Line R	Rd									
Banta, CA 9530	4			, CA 9											
Proximity to Subject			0.07 r	niles N	W										
Sale Price	\$					\$	430,000				\$				\$
Sale Price/GLA	\$	/sq.ft.			37 /sq.ft			\$		/sq.ft.		\$		/sq.ft.	
Data Source(s)	Inspection		Metro	list.con	n										
Verification Source(s)	Realist.com			st.com											
VALUE ADJUSTMENTS	DESCRIF	PTION		DESCRI	PTION		+(-) \$ Adjust.		DESCRI	PTION	+(-) \$ Adjust.		DESCRI	PTION	+ (-) \$ Adjus
Sales or Financing			Conv,	(\$10,0	000)		-10,000								
Concessions	N/A		Arm's	Length	า										
Date of Sale/Time	10/28/2021		03/20	/2020			+86,000								
Rights Appraised	Fee Simple		Fee S	imple											
Location	High Traffic		High ⁻	Traffic											
Site	21,544 sf		23,12	6 sf			-40,000								
View	Street		Street												
Design (Style)	Ranch		Cottag	ge											
Quality of Construction	Average		Super	rior			-20,000								
Age	77		86				0								
Condition	Average		Avera	ge											
Above Grade	Total Bdrms	Baths	Total	Bdrms	Baths	3		Total	Bdrms	Baths		Total	Bdrms	Baths	
Room Count	4 2	1.0	5	2	1.0										
Gross Living Area		950 sq.ft.			1,286 sq	η.ft.	-15,100			sq.f	t.			sq.ft	t.
Basement & Finished															
Rooms Below Grade	None		None												
Functional Utility	Average		Avera	ge											
Heating/Cooling	Central		Centra	al											
Energy Efficient Items	None		None												
Garage/Carport	2 Car Garage)	1 Car	Garag	е		+10,000								
Porch/Patio/Deck	Porch		Porch												
Additional Amenities	ADU		None				+10,000								
Additional Amenities	Workshop		None				+20,000								
Additional Amenities	Office Space		None				+20,000								
				_					_			<u> </u>			
Net Adjustment (Total)				+	<u> </u>	\$	60,900		+		\$		+		\$
Adjusted Sale Price															
of Comparables						\$	490,900				\$				\$
Summary of Sales Compa															
1. There are a limited nu														ting propei	rty similar to the
subject in terms of sal											•				
2. The useable area and											e 2. An across-the	-board	adjustr	ment was r	made for the
office space as it can															
3. Comparable 1 is locate															
complete remodel of the		_			_							_	_		eplacement of
the roof, septic, well, a															
4. Comparable 2 is locate															
the upgraded kitchen															
the recent renovations	s consisting of	granite cou	inters a	and sta	inless st	eel a	ippliances in the	kitche	en, hard	wood lam	ninate and tile flooi	ring thre	oughou	t, and bath	1
upgrades.		Con an an articularla		1		4.21			- - - - - -		4 to a 15 of 41 or a second	. 41 41		1	:! ft
5. Comparable 3 is locate															nilar features,
but does not have an a															2
6. Comparable 4 is the la															
through Comparable 3				ject in	useable	area	uue to its recta	ngula	snape.	ine non	ne is superior to th	ie subje	ect in qu	uality. This	s nome nas
similar zoning as the s				ormini	na tha a	nini-	n of value								
7. Consideration was giv								nrovi	dad by (omnarah	nla 1				
8. Greatest weight was g	jiven Compara	DIC ∠ III UC	CHIIIII	ng ule	υμιπιστι	ui vä	iiue willi suppor	, provi	u c u by (omparat	л с 4 .				

Assumptions & Limiting Conditions

<u> </u>		<u> </u>		1 110 11011 1	11 Z 1 Z 1 O O 7 1 1 1 1	
Property /	Address: 22484 S 7th St		City: Banta	State: CA	Zip Code: 95304	
Client:	Tracy Rural County Fire Protection District	Address:	793 S Tracy Blvd #298, Tracy, CA 95376	6		
Appraiser	Richard G. Paddock	Address:	4641 Spyres Way, Suite 4, Modesto, CA	95356		

File No · RP212248S7TH

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- · The appraiser completed an interior inspection and provided a sketch in the appraisal report to show approximate dimensions of the improvements. Data regarding the improvements was also obtained from Public Records, which were assumed to be accurate. Unless otherwise indicated, a Land Survey was not performed.
- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- The cost approach is not included in this appraisal as it was not considered necessary to arrive at a supportable opinion of value.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection from the street of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- If this appraisal is indicated as subject to satisfactory completion, repairs, or alterations, the appraiser has based his or her appraisal report and valuation conclusion on the assumption that completion of the improvements will be performed in a workmanlike manner.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database.
- An appraisal of real property is not a 'home inspection' and should not be construed as such. As part of the valuation process, the appraiser performed a non-invasive visual inspection from the street that is not intended to reveal defects or detrimental conditions that are not readily apparent. The presence of such conditions or defects could adversely affect the appraiser's opinion of value. Clients with concerns about such potential negative factors are encouraged to engage the appropriate type of expert to investigate.

Definitions & Scope of Work

<u> </u>		1 110 11011	111 2122 1007 111	
Property Address: 22484 S 7th St	City: Banta	State: CA	Zip Code: 95304	
Client: Tracy Rural County Fire Protection District	Address: 793 S Tracy Blvd #298, Tracy, CA 95376	6		
Appraiser: Richard G. Paddock	Address: 4641 Spyres Way, Suite 4, Modesto, CA	95356		

File No · RP212248S7TH

DEFINITION OF MARKET VALUE *:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1. Buyer and seller are typically motivated:
- 2. Both parties are well informed or well advised and acting in what they consider their own best interests;
- 3. A reasonable time is allowed for exposure in the open market;
- 4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- 5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.
- * This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.): None

Exposure Time: The exposure time for the subject property is the same as the marketing time noted on Page 1 of the Report.

STATEMENTS ABOUT COVID-19 AND MARKET CONDITIONS:

This appraisal was performed following public awareness that COVID-19 was affecting residents in the United States. At the time of the appraisal, COVID-19 was having widespread health and economic impacts. The long-term effects of COVID-19 on the real estate market in the area of the subject property were not yet measurable based on reliable data. The analyses and value opinion in this appraisal are based on the data available to the appraiser at the time of the assignment and apply only as of the effective date indicated. No analyses or opinions contained in this appraisal should be construed as predictions of future market conditions or value.

Certifications File No.: RP212248S7TH 22484 S 7th St City: Banta State: CA Zip Code: 95304 Client: Tracy Rural County Fire Protection District Address: 793 S Tracy Blvd #298, Tracy, CA 95376 Appraiser: Richard G. Paddock Address: 4641 Spyres Way, Suite 4, Modesto, CA 95356 APPRAISER'S CERTIFICATION I certify that, to the best of my knowledge and belief: - The statements of fact contained in this report are true and correct. - The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions. - I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved. - Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. - I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment. - My engagement in this assignment was not contingent upon developing or reporting predetermined results. - My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal. · My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared. - I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject - Unless otherwise indicated, I have not made a personal inspection of the property that is the subject of this report. **Additional Certifications:** I certify that I have met all current Appraisal Institute continuing education requirements. Brian Clark, an Appraiser Trainee of Paddock Appraisal Service, Inc, provided significant assistance in the inspection, research, analysis, and completion of the report. Client Contact: Client Name: Tracy Rural County Fire Protection District

	Tracy Tural County Fire Frotestion District
E-Mail: Address:	793 S Tracy Blvd #298, Tracy, CA 95376
APPRAISER	SUPERVISORY APPRAISER (if required)
	or CO-APPRAISER (if applicable)
Carboardul	
.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Supervisory or
Appraiser Name: Richard G. Paddock	Co-Appraiser Name:
Company: Paddock Appraisal Service, Inc.	Company:
Phone: (209) 551-3110 x1 Fax: (209) 551-3111	Phone: Fax:
E-Mail: Rich@paddockappraisal.net	E-Mail:
Date Report Signed: 11/02/2021	Date Report Signed:
License or Certification #: AR002125 State: CA	License or Certification #: State:
Designation: California Certified Residential Appraiser	Designation:
Expiration Date of License or Certification: 01/28/2022	Expiration Date of License or Certification:
Inspection of Subject:	Inspection of Subject: Interior & Exterior
Data of Ingrestion: 40/00/0004	Data of Ingression:

Assessor's Data

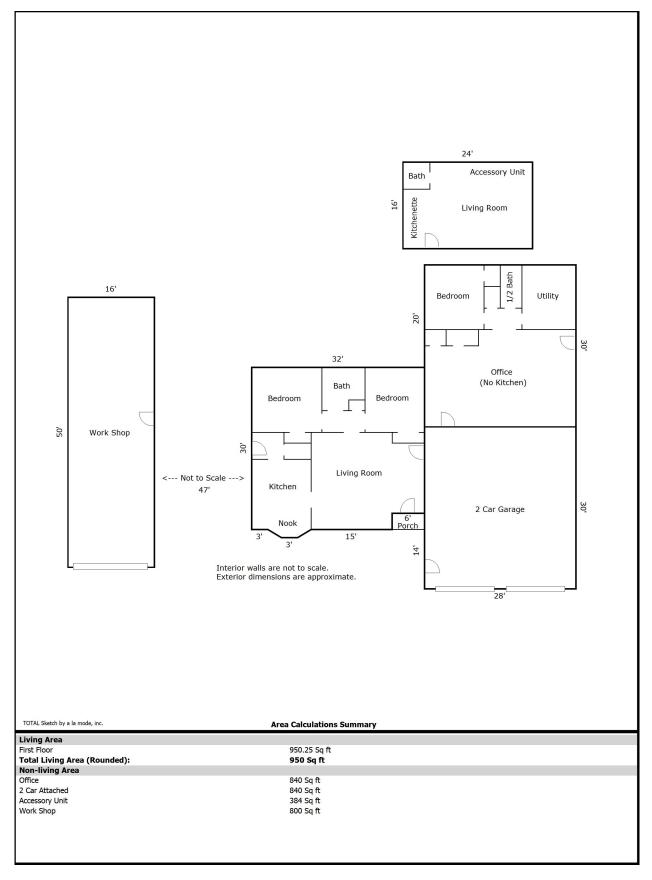
Owner	Tracy Rural County Fire District			
Property Address	22484 S 7th St			
City	Banta	County San Joaquin	State CA	Zip Code 95304
Client	Tracy Rural County Fire Protection District			

	MLS Beds	MLS Baths	Sale Price	Sale Date
CIDAL ET	3	1	N/A	N/A
	MLS Sq Ft 1,592	Lot Sq Ft 21,544	Yr Built N/A	Type PUBLIC SVC
OWNER INFORMATION				
Owner Name	Tracy Rural Co Fire	e Dist	Tax Billing Zip	95304
Tax Billing Address Tax Billing City & State	22484 S 7th St Banta, CA		Tax Billing ZIP + 4 Code Owner Occupied	8846 Yes
LOCATION INFORMATION	50.00		Oak and District	Torris
Census Tract	52.02 P006		School District	Tracy
Mailing Carrier Route Subdivision	R006 Banta		Elementary School District Flood Zone Code	Banta X
Zoning	C-RS		Flood Zone Code Flood Zone Panel	06077C0615F
Neighborhood Code	12t-12t		Flood Zone Panel Flood Zone Date	10/16/2009
TAX INFORMATION APN	250-050-25		Fire Dept Tax Dist	Tracy Rural Co
Water Tax Dist	S Delta			
CHARACTERISTICS				
Lot Acres	0.4946		Total Baths	MLS: 2
Lot Sq Ft	21,544		Full Baths	MLS: 1
Building Sq Ft	MLS: 1,592		Half Baths	MLS: 1
Stories	MLS: 1		County Use Code	Fire Dist Property
Bedrooms	MLS: 3		Universal Land Use	Public Service
LISTING INFORMATION				
Listing Number	15002186		Listing Price	\$460,000
Status	Duplicate Canceled	j	Original Listing Price	\$460,000
Status Change Date	03/13/2015		Listing Office Name	BERKSHIRE HATHAWAY HOMES RVICES-DRYSDALE PROPERTIES
Listing Date	12/31/2014			
Listing Number		1	5001290	
Status			xpired	
Listing Date			2/31/2014	
Listing Price			460,000	
Original Listing Price			460,000	
Selling Price		\$		
LAST MARKET SALE & SALES				
Owner Name	Tracy Rural Co Fire	e Dist		
Owner Name	Tracy Rural Co Fin	e Dist		

Form MAP LT.GENERIC - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

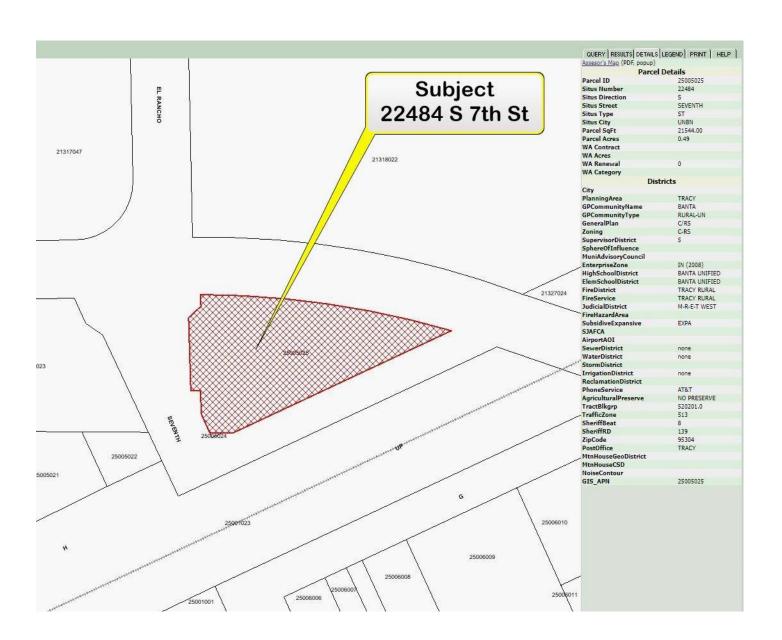
Building Sketch

Owner	Tracy Rural County Fire District			
Property Address	22484 S 7th St			
City	Banta	County San Joaquin	State CA	Zip Code 95304
Client	Tracy Rural County Fire Protection District			



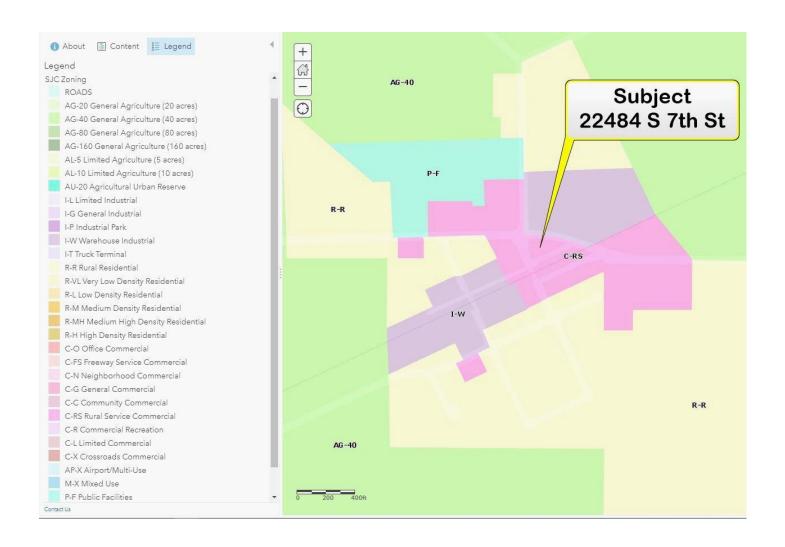
Zoning Map

Owner	Tracy Rural County Fire District			
Property Address	22484 S 7th St			
City	Banta	County San Joaquin	State CA	Zip Code 95304
Client	Tracy Rural County Fire Protection District			



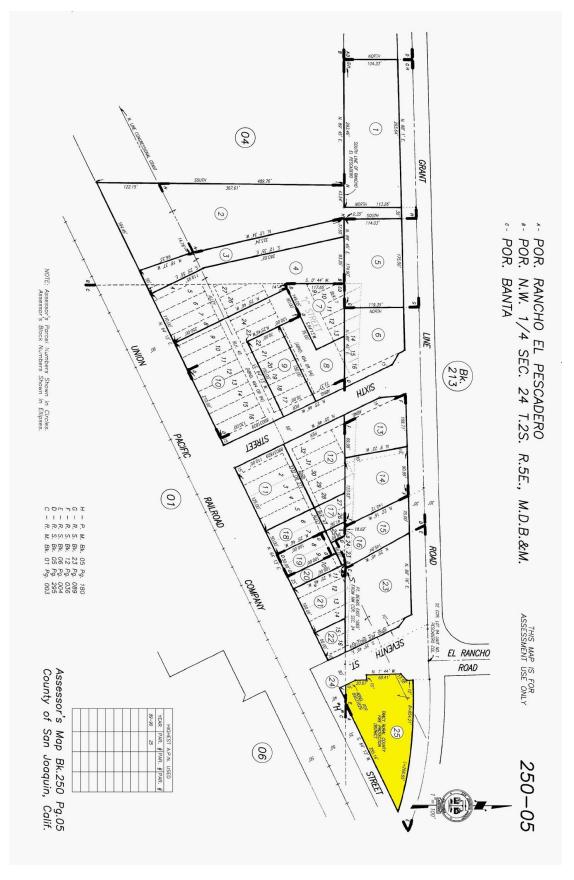
Zoning Map

Owner	Tracy Rural County Fire District				
Property Address	22484 S 7th St				
City	Banta	County San Joaquin	State CA	Zip Code 95304	
Client	Tracy Rural County Fire Protection District				



Plat Map

Owner	Tracy Rural County Fire District			
Property Address	22484 S 7th St			
City	Banta	County San Joaquin	State CA	Zip Code 95304
Client	Tracy Rural County Fire Protection District			



Form MAP LT.PLAT - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

Aerial Map - Subject

Owner	Tracy Rural County Fire District			
Property Address	22484 S 7th St			
City	Banta	County San Joaquin	State CA	Zip Code 95304
Client	Tracy Rural County Fire Protection District			

Yellow line is the approximate location of the site boundaries.



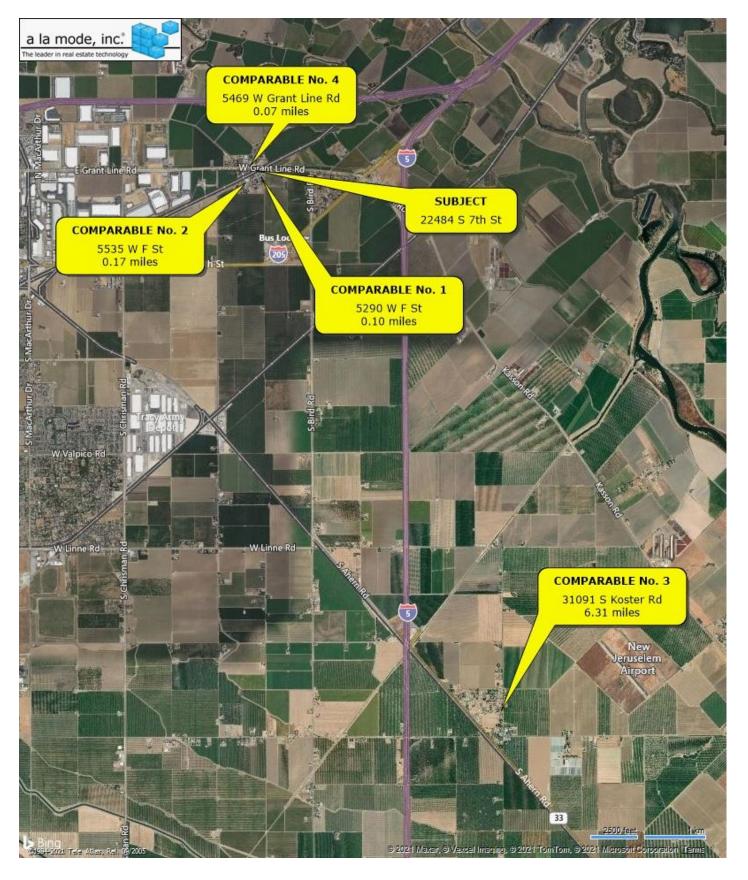
Aerial Map - Immediate Area

Owner	Tracy Rural County Fire District				
Property Address	22484 S 7th St				
City	Banta	County San Joaquin	State CA	Zip Code 95304	
Client	Tracy Rural County Fire Protection District				



Location Map

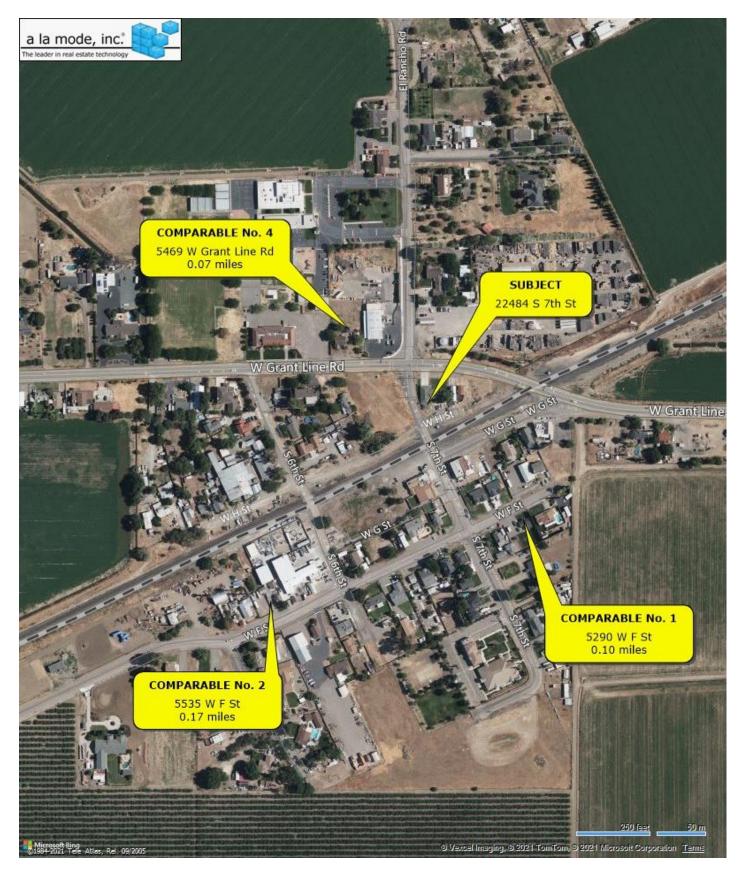
Owner	Tracy Rural County Fire District			
Property Address	22484 S 7th St			
City	Banta	County San Joaquin	State CA	Zip Code 95304
Client	Tracy Rural County Fire Protection District			



Form MAP LT.LOC - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

Location Map

Owner	Tracy Rural County Fire District			
Property Address	22484 S 7th St			
City	Banta	County San Joaquin	State CA	Zip Code 95304
Client	Tracy Rural County Fire Protection District			



Form MAP LT.LOC - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

Subject Photo Page

Owner	Tracy Rural County Fire District				
Property Address	22484 S 7th St				
City	Banta	County San Joaquin	State CA	Zip Code 95304	
Client	Tracy Pural County Fire Protection District				



Subject Front

22484 S 7th St Sales Price

Gross Living Area 950
Total Rooms 4
Total Bedrooms 2
Total Bathrooms 1.0

Location High Traffic View Street Site 21,544 sf Quality Average Age 77





Subject Street



Owner	Tracy Rural County Fire District				
Property Address	22484 S 7th St				
City	Banta	County San Joaquin	State CA	Zip Code 95304	
Client	Tracy Rural County Fire Protection District				





Street Side





Side



Garage

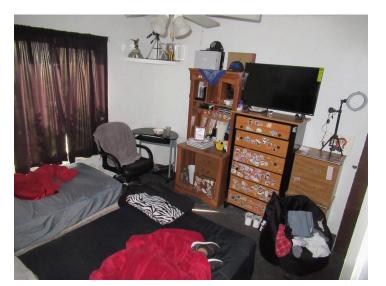


Water Heater

Owner	Tracy Rural County Fire District			
Property Address	22484 S 7th St			
City	Banta	County San Joaquin	State CA	Zip Code 95304
Client	Tracy Rural County Fire Protection District			



Smoke / C0 Detector



Bedroom



Bath



Bedroom



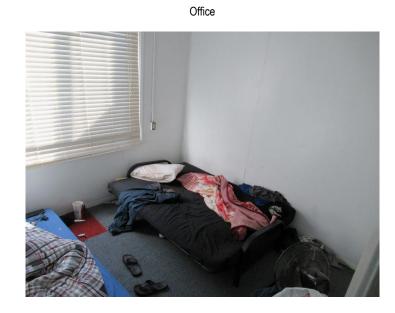
Living Room Kitchen

Owner	Tracy Rural County Fire District			
Property Address	22484 S 7th St			
City	Banta	County San Joaquin	State CA	Zip Code 95304
Client	Tracy Rural County Fire Protection District			









Bedroom (Office)



Utility Room (Office)



Pressure Tank / Well Pump

Owner	Tracy Rural County Fire District				
Property Address	22484 S 7th St				
City	Banta	County San Joaquin	State CA	Zip Code 95304	
Client	Tracy Rural County Fire Protection District				



Accessory Dwelling Unit (ADU)



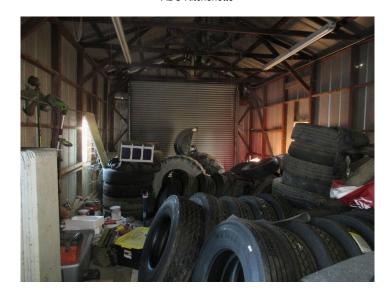
ADU Living Area



ADU Bath



ADU Kitchenette



Work Shop Work Shop

Form PIC6 LT - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

Comparable Photo Page

Owner	Tracy Rural County Fire District				
Property Address	22484 S 7th St				
City	Banta	County San Joaquin	State CA	Zip Code 95304	
Client	Tracy Pural County Fire Protection District				



Comparable 1

5290 W F St

0.10 miles SE Prox. to Subject Sale Price 470,000 Gross Living Area 954 **Total Rooms** 5 **Total Bedrooms** 3 **Total Bathrooms** 1.0 Location Low Traffic View Street Site 12,500 sf Quality Superior Age 81



Comparable 2

5535 W F St

0.17 miles SW Prox. to Subject Sale Price 500,000 Gross Living Area 844 **Total Rooms** 4 **Total Bedrooms** 2 **Total Bathrooms** 1.0 Location Low Traffic View Street Site 10,000 sf Quality Superior Age 83



Comparable 3

31091 S Koster Rd

Prox. to Subject 6.31 miles SE Sale Price 539,500 944 Gross Living Area **Total Rooms** 4 **Total Bedrooms** 2 **Total Bathrooms** 1.0 Location Low Traffic View Street Site 43,681 sf Quality Superior Age 73

Comparable Photo Page

Owner	Tracy Rural County Fire District				
Property Address	22484 S 7th St				
City	Banta	County San Joaquin	State CA	Zip Code 95304	
Client	Tracy Pural County Fire Protection District				



Comparable 4

5469 W Grant Line Rd

Prox. to Subject 0.07 miles NW Sale Price 430,000 1,286 Gross Living Area Total Rooms 5 Total Bedrooms 2 **Total Bathrooms** 1.0 High Traffic Location View Street Site 23,126 sf Quality Superior Age 86

Board of Directors Pete Reece John Vieira Matthew Kopinski Jeff Ramsey

Raychel Jackson, Clerk of the Board 793 S. Tracy Blvd., #298 Tracy, CA 95376 P: (209) 834-7269 Raychel.jackson@tracyruralfire.org www.tracyruralfire.org

STAFF REPORT

Regular Meeting Meeting: Date: **November 9, 2021 Board of Directors** To:

Prepared by: Raychel Jackson, District Clerk

Approved by: Pete Reece, Chairperson

Approve to Appoint Director Kopinski to Work with Battalion Re:

> Chief Arganbright to Maintain District Owned Stations and to Approve a Maximum Spending Limit for Director Kopinski Not to **Exceed \$2,000.00 for Emergency Related Maintenance Issues**

RECOMMENDATION

Action Item X Non-Action Item

It is recommended the Directors appoint Director Kopinski to work with Battalion Chief Arganbright to maintain District owned stations and to approve a maximum spending limit for Director Kopinski not to exceed \$2,000.00 for emergency related maintenance issues.

BACKGROUND

In the past few years, the District began to take lead of maintaining their own stations, which was previously maintained by the City of Tracy. Battalion Chief Arganbright has been providing the Board of any repairs and/or maintenance.

DISCUSSION

Director Kopinski will work with Battalion Chief Arganbright to maintain the District owned stations by conducting quarterly preventative maintenance checks, corrective maintenance and provide the Board with quarterly updates. In the event of an emergency issue, such as plumbing issues over the weekend, Director Kopinski will have authority to approve and spend up to \$2,000.00, per issue.

FISCAL IMPACTS

The District has funds set aside in the budget for building maintenance and would not exceed \$2,000.00.

ATTACHMENTS

None.

Pete Reece John Vieira Matthew Kopinski Jeff Ramsey Raychel Jackson, Clerk of the Board
793 S. Tracy Blvd., #298
Tracy, CA 95376
P: (209) 834-7269
Raychel.jackson@tracyruralfire.org
www.tracyruralfire.org

STAFF REPORT

Meeting: Regular Meeting
Date: November 9, 2021
To: Board of Directors

Prepared by: Raychel Jackson, District Clerk

Approved by: Pete Reece, Chairperson

Re: Stations 93 and 94 Maintenance Issues and Modifications update

RECOMMENDATION

Action Item __X_ Non-Action Item____

Receive an update on Station 93 and Station 94 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

Both of Station 94's bathroom floors need to be repaired immediately. The water from the shower has leaked under the flooring causing damage to the subfloor. The estimate for both bathrooms is approximately \$4,294.76. The District has tile that was donated by Home Depot. The ceiling in the kitchen area also needs immediate attention.

In addition to maintenance issues, several health and safety modifications have been identified by staff that could reduce exposures to carcinogen and help address sanitization and bio-hazard decontamination challenges. Recently, the Board approved to replace the pump and filter, purchase and install air reels and electrical reels for apparatus bay for Station 93 and purchase and install air reels and electrical reels for apparatus bay for Station 94.

FISCAL IMPACTS

The fiscal impacts will be based on the direction the board gives staff to address the maintenance issues and/or station modifications.

Board of Directors

Pete Reece John Vieira Matthew Kopinski Jeff Ramsey Agenda Item 4.7

Raychel Jackson, Clerk of the Board 793 S. Tracy Blvd., #298 Tracy, CA 95376 P: (209) 834-7269 Raychel.jackson@tracyruralfire.org www.tracyruralfire.org

ATTACHMENTS

1. Photos of Station 94.





































Board of Directors
Pete Reece
John Vieira

Jeff Ramsey Matt Kopinski Craig Miller Raychel Jackson, Clerk of the Board
793 S. Tracy Blvd., #298
Tracy, CA 95376
P: (209) 834-7269
Raychel.jackson@tracyruralfire.org
www.tracyruralfire.org

STAFF REPORT

Meeting: Regular Meeting
Date: November 9, 2021
To: Board of Directors

Prepared by: Mark Bowman, Board Legal Counsel

Approved by: Pete Reece, Chairperson

Re: Transfer of Station 95 Facilities and Apparatus

RECOMMENDATION

Action Item __X_ Non-Action Item____

The Tracy Rural board formally approve the transfer from the City of Tracy of Station 95 and the 2020 Pierce Velocity, 1500 GPM Pumper to Tracy Rural County Fire Protection District.

BACKGROUND

In February of 2018, Tracy Rural and the City of Tracy entered into the existing joint powers authority agreement for South San Joaquin County Fire Authority. As part of the creation of the new JPA agreement, the parties entered into an agreement to dissolve the prior JPA agreement. Section 4 of the Agreement provides those new facilities constructed within Tracy Rural's jurisdiction, shall be owned by Tracy Rural and leased to the JPA. It is anticipated that the City of Tracy will be authorizing transfer of the newly constructed Tracy Hills Station 95 to Tracy Rural at its December Council meeting. The 2020 Pierce Velocity, 1500 GPM Pumper has been assigned to Station 95.

DISCUSSION

Attached is a draft grant deed transferring Fire Station 95 from the City to Tracy Rural. It is consistent with Section 4 of the Dissolution Agreement between the City and Tracy Rural which provides that "[i]f the District ceases to operate a Fire Station, the Fire Station will revert back to the City at no cost." The deed has been reviewed by the Board's legal counsel who recommends its execution once the City has approved the transfer. The City's approval of the transfer will occur once it has accepted the Station. The acceptance of the Fire Station has been pushed back to December because City staff is still waiting for the arrival of certain fixtures.

Agenda Item 4.8

Tracy Rural County Fire Protection District

Board of Directors
Pete Reece

John Vieira Jeff Ramsey Matt Kopinski Craig Miller Raychel Jackson, Clerk of the Board
793 S. Tracy Blvd., #298
Tracy, CA 95376
P: (209) 834-7269
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City staff will be submitting a staff report at the December Council meeting recommending the formal acceptance of Station 95 from the developer. City staff has requested Tracy Rural provide approval of the transfer of Station 95 and 2020 Pierce Velocity, 1500 GPM Pumper, from the City to Tracy Rural so its approval can be included in City staff's December report.

FISCAL IMPACTS

None

ATTACHMENTS

1. Proposed Grant Deed

RECORDING REQUESTED BY:

City Clerk City of Tracy 333 Civic Center Plaza Tracy, California 95376

and

Tracy Rural Fire Protection District [ADDRESS]

WHEN RECORDED MAIL DEED TO:

City Clerk City of Tracy 333 Civic Center Plaza Tracy, California 95376

and

Tracy Rural Fire Protection District [ADDRESS]

Assessor's Parcel No: [NUMBER] (Above Space for Recorder's Use Only)

GRANT DEED

The undersigned Grantor hereby declares that, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City of Tracy, a municipal corporation of the State of California, ("Grantor"), hereby grants to the Tracy Rural Fire Protection District, a special district in the State of California formed pursuant to the California Health and Safety Code ("Grantee"), that certain real property situated in San Joaquin County, California, described on Exhibit "A" attached hereto and by this reference incorporated herein, and including all structures, equipment and furnishings on said property as of the date of this Grant Deed (collectively, the "Property"), subject to:

THE PROPERTY IS CONVEYED TO GRANTEE SUBJECT TO ITS OPERATION AND USE, AT ALL TIMES, BY GRANTEE AND GRANTEE ALONE, AS FIRE STATION 95. THIS USE RESTRICTION AND GRANTOR'S POWER OF TERMINATION ARISING THEREFROM IS IN ACCORDANCE WITH SECTION 4 OF THAT CERTAIN SOUTH COUNTY FIRE AUTHORITY DISSOLUTION AGREEMENT BETWEEN CITY OF TRACY AND TRACY RURAL FIRE DISTRICT, ENTERED INTO ON FEBRUARY 20, 2018 ("DISSOLUTION AGREEMENT")_IF GRANTEE CEASES TO OPERATE AND USE FIRE STATION 95 ON THE

PROPERTY, FOR ANY PERIOD OF TIME, GRANTOR MAY EXERCISE ITS POWER OF TERMINATION TO IMMEDIATELY RECLAIM ITS OWNERSHIP OF THE PROPERTY IN ACCORDANCE WITH THE DISSOLUTION AGREEMENT. FOR PURPOSES OF THIS CLAUSE "OPERATE AND USE" SHALL MEAN GRANTEE OPERATES FIRE STATION 95 TO PROVIDE FIRE PROTECTION SERVICES CONSISTENT WITH ITS OBLIGATIONS TO PROVIDE SUCH SERVICES UNDER THAT CERTAIN JOINT POWERS AGREEMENT OF THE SOUTH SAN JOAOUIN COUNTY FIRE AUTHORITY, ENTERED INTO BY THE CITY OF TRACY AND THE TRACY RURAL FIRE PROTECITON DISTRICT ON FEBRUARY 20, 2018, AS IT MAY BE AMENDED FROM TIME TO TIME, OR WITH SUCH OTHER SUCCESSOR AGREEMENT AS MAY BE ENTERED INTO BY GRANTOR AND GRANTEE. UPON GRANTEE'S RECEIPT OF WRITTEN NOTICE FROM GRANTOR THAT GRANTOR IS EXERCISING ITS POWER OF TERMINATION UNDER THIS GRANT DEED AND DISSOLUTION AGREEMENT, GRANTEE SHALL IMMEDIATELY AND AT GRANTEE'S SOLE EXPENSE, EXECUTE THE DEED RECONVEYANCE ATTACHED HERETO AS EXHIBIT "B" AND RECORD SUCH DEED OF RECONVEYANCE IN THE OFFICIAL RECORDS OF THE COUNTY OF SAN JOAQUIN.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of [DATE].

	GRANTOR: The City of Tracy, a California municipal corporation
	By: Name: Title:
ACKNOWL	EDGMENT
A notary public or other officer completing this individual who signed the document to which the	

State of California

County of [COUNTY]

truthfulness, accuracy, or validity of that document.

On [DATE], before me, [NOTARY NAME], personally appeared [NAME], who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity[y/ies], and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS	my hand and official seal.	
Signature [SEAL]		

EXHIBIT "A" LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT "B" DEED OF RECONVEYANCE

RECORDING REQUESTED BY:

Tracy Rural Fire Protection District [ADDRESS]

and

City Clerk City of Tracy 333 Civic Center Plaza Tracy, California 95376

WHEN RECORDED MAIL DEED TO:

Tracy Rural Fire Protection District [ADDRESS]

And

City Clerk City of Tracy 333 Civic Center Plaza Tracy, California 95376

Assessor's Parcel No: [NUMBER] (Above Space for Recorder's Use Only)

DEED OF RECONVEYANCE,

made by the Tracy Rural Fire Protection District, Grantor, to the City of Tracy, Grantee:

RECITALS

- A. On [DATE], Grantee executed and delivered to Grantor a grant deed to the Property described and defined below. The grant deed was recorded in the Official Records of San Joaquin County, California, on [DATE] and bears Document Number [____] (the "Grant Deed").
- B. The Grant Deed was made subject to a condition subsequent, in accordance with Section 4 of that certain South County Fire Authority Dissolution Agreement between the City of Tracy and Tracy Rural Fire Protection District entered into on February 20, 2018 (the "Dissolution Agreement"), that the Property, and Fire Station 95 constructed thereon, be operated and used, at all times, by Grantor and Grantor alone, to provide fire protection services consistent with the terms of that certain Joint Powers Agreement of the South San Joaquin County Fire Authority entered into on February 20, 2018, as may be

- amended from time to time (the "**JPA Agreement**"), or such other successor agreement as may be entered into by Grantor and Grantee.
- C. The condition subsequent described in Recital B has now been defeated by Grantor's failure to operate and use the Property consistent with the terms of the JPA Agreement or any successor agreement between Grantor and Grantee, as required in the Dissolution Agreement.

BY REASON OF THE FOREGOING, in accordance with California Civil Code section 1109, the Tracy Rural Fire Protection District, a special district in the State of California formed pursuant to the California Health and Safety Code ("**Grantor**"), hereby grants to the City of Tracy, a municipal corporation of the State of California, ("**Grantee**"), that certain real property situated in San Joaquin County, California, described on <u>Exhibit "A"</u> attached hereto and by this reference incorporated herein, and including all equipment and furnishings on the property as of the date of this Deed of Reconveyance (collectively, the "**Property**").

IN WITNESS WHEREOF, Grantor has executed this Deed of Reconveyance as of [DATE].

	GRANTOR:
	The Tracy Rural Fire Protection District,
	a special district of the State of California
	1
	By:
	Name:
	Title:
ACKNOW	LEDGMENT
A notary public or other officer completing the individual who signed the document to which truthfulness, accuracy, or validity of that documents	this certificate is attached, and not the
State of California	
County of [COUNTY]	
on the basis of satisfactory evidence to be the p within instrument and acknowledged to me tha	ersonally appeared [NAME], who proved to me erson(s) whose name(s) is/are subscribed to the the/she/they executed the same in his/her/their heir signature(s) on the instrument the person(s), acted, executed the instrument.
I certify under PENALTY OF PERJURY unde foregoing paragraph is true and correct.	r the laws of the State of California that the
	WITNESS my hand and official seal.
	Signature
	[SEAL]
	r. a

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Tracy Rural County Fire Protection District

Board of DirectorsPete Reece

John Vieira Jeff Ramsey Matt Kopinski Craig Miller Raychel Jackson, Clerk of the Board
793 S. Tracy Blvd., #298
Tracy, CA 95376
P: (209) 834-7269
Raychel.jackson@tracyruralfire.org
www.tracyruralfire.org

STAFF REPORT

Meeting: Regular Meeting
Date: November 9, 2021
To: Board of Directors

Prepared by: Mark Bowman, Legal Counsel Approved by: Pete Reece, Chairperson

Re: MRG Request for Information & Forecast RECOMMENDATION Action Item _____ Non-Action Item ____ X__ Receive information of MRG Consultant's Development of JPA's Personnel and Financial Operational Policies

BACKGROUND

Consultant MRG has been retained to assist Tracy Rural and the City of Tracy complete the transition to a dedicated South San Joaquin County Fire Authority (JPA). MRG will be working with the two members to implement provision of medical benefits, administration of human resources services, provide payroll and other current financial services as well as negotiate lease agreements of fire facilities and equipment. MRG will also help the members address the respective Unfunded Actuarial Accrued Liability (UAAL) obligations. To provide these services, MRG needs certain information and financial / administrative forecasts from both members. This staff report identifies the information and financial / administrative forecasts requested by MRG from Tracy Rural.

DISCUSSION

There are 3 basic areas of inquiry MRG requires information and forecast commitments. The first request is Tracy Rural's review and implementation of the attached Apparatus Replacement Schedule prepared by the JPA staff. In particular, the Schedule lists the apparatus that Tracy Rural is responsible for replacing and the annual set aside it should be placing in an identified fund/account to insure the apparatus will be replaced in accordance with the schedule.

The second request by MRG is a recommendation that Tracy Rural prepare a five-year revenue and expenditure forecast for Tracy Rural's area of responsibility. This will assist in providing assurance of adequate funding so the JPA can plan accordingly. Development of this schedule will require coordination with the JPA staff to ensure the schedule includes all needed information.

Agenda Item 4.9

Tracy Rural County Fire Protection District

Board of Directors

Pete Reece John Vieira Jeff Ramsey Matt Kopinski Craig Miller Raychel Jackson, Clerk of the Board 793 S. Tracy Blvd., #298 Tracy, CA 95376 P: (209) 834-7269 Raychel.jackson@tracyruralfire.org www.tracyruralfire.org

The third request by MRG is the determination of Tracy Rural's UAAL liability. MRG is coordinating with the City to prepare an estimated liability for Tracy Rural. Tracy Rural needs to advise MRG of its position concerning the UAAL and the JPA members need to come to a consensus on this issue.

FISCAL IMPACTS

None at present

ATTACHMENTS

- 1. Example Projected Revenue Forecast
- 2. Apparatus Replacement Schedule

Expenditure Category (1)	Adopted Budget FY 2016-17	Actual FY 2016-17	AdoptedBud FY2017-18	Actual FY 2017-18	AdoptedBud FY2018-19	YTD ACTUAL April-30-2019	ESTIMATE FY 06/30/2019	ProposedBUD FY2019-2020	Projected FY2020-21	Projected FY2021-22 2.50%	Projected FY2022-23 2.50%	Projected FY2023-24 2.5	Projected FY2024-25
Holiday Pay	116,670	116,670.06	156,543	156,543	149,923	124,487		148,122	370	2.50%	2.3070	2.3	2.5
Permanent Salaries	1,674,895	1,674,895.02	2,199,278	2,065,906	2,360,955	1,832,141	2,319,933	2,304,940	2,374,088	2,433,440	2,555,112	2,618,990	2,684,465
Drill/Temporary Salaries	2,500	2,500.00	500	22	500	37,272	46,691	54,960	56,609	58,024	60,925	62,448	64,010
Overtime	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	851,382.00	-		-		,,,,,	,,,,,,	-	-	-		
Backfill (Overtime)	221,802	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	376,200	510,994	376,200	433,817	492,239	385,320	396,880	406,802	427,142	437,820	448,766
FLSA	54,230		50,877	,,,,,,	48,725	29,760	29,760	48,140	49,584	50,824	53,365	54,699	56,067
	534,845				_		_	.,	-	-	-	-	-
Deferred Compensation	55.75.5	7,200.00	10,800	9.900	10.800	10.800	10.800	10.800	11,124	11,402	11.972	12,272	12,578
FICA	23,819	23,819.00	31,115	46,126	32,103	40,071	47,997	32,789	33,773	34,617	36,348	37,257	38,188
Retirement	25,025	1,788,439.00	51,115	10,120	52,103	.0,071	,557	32,703	-		-	-	-
Retirement - Normal	430,329	1,700,100,00	540,149		561,262	393,098	431,005	547,291	563,710	577,802	606,693	621,860	637,406
Retirement - UAAL	1,358,110		1,652,779	2,171,720	1,683,840	1,683,840	1,721,302	1,670,964	1,721,093	1,764,120	1,852,326	1,898,634	1,946,100
Group Insurance	361,001	361,000.92	503,911	468,372	517,577	442,631	482,450	536,872	552,978	566,803	595,143	610,021	625,272
Group Insurance - Retiree	294,000	294,000.00	315,000	291,707	337,050	258,317	284,454	371,850	383,006	392,581	412,210	422,515	433,078
Group Insurance - Nettree Group Insurance - OPEB Employer 3.75%	254,000	254,000.00	313,000	231,707	337,030	250,517	204,434	64,057	65,979	67,628	71,010	72,785	74,604
Unemployment	1,000	1,000.00	1,000		1,000	630	128	1,000	1,030	1,056	1,109	1,136	1,165
	, i	,			1			,		,			
Workers Compensation Insurance	175,864	240,000.00	245,868	246,606	263,108	251,716 5,538,579	266,074	263,108 6,440,213	271,001	277,776	291,665	298,957	306,431
Total - Personnel	5,249,065	5,360,905.99	6,084,020	5,967,895	6,343,043		6,132,833		6,480,854	6,642,875	6,975,019	7,149,394	7,328,129
Office Expenses	9,100	13,041.00	12,780	9,037	16,945	12,199	13,785	31,495	32,440	33,251	34,913	35,786	36,681
Books/Periodicals/Subscriptions	1,300	1,872.00	2,485	2,690	2,485	2,129	2,329	2,485	2,560	2,624	2,755	2,824	2,894
Communications	165,500	177,473.00	162,656	202,293	180,915	43,136	193,188	179,355	184,736	189,354	198,822	203,792	208,887
Utilities	23,540	23,540.00	28,823	23,582	28,823	21,833	24,320	28,823	29,688	30,430	31,951	32,750	33,569
Small Tools & Instruments	100	2,000.00	2,000	5,414	1,400	1,355	1,399	1,400	1,442	1,478	1,552	1,591	1,631
New Vehicle Equipment			30,000			-	-	-	-	-	-	-	=
Medical Supplies	7,600	8,950.00	7,340	5,232	7,340	4,149	4,161	8,820	9,085	9,312	9,777	10,022	10,272
Food	1,100	2,000.00	1,920	2,322	2,420	719	825	2,420	2,493	2,555	2,683	2,750	2,818
Clothing & Personal Supplies	8,580	8,580.00	13,200	12,650	13,200	11,158	13,540	13,260	13,658	13,999	14,699	15,067	15,443
Household Expense	6,300	13,275.00	13,275	8,508	6,000	5,827	5,909	6,500	6,695	6,862	7,205	7,386	7,570
Publications & Legal Notices	1,100	1,100.00	1,180	1,444	1,180	1,148	1,292	1,180	1,215	1,246	1,308	1,341	1,374
Memberships	3,800	4,204.00	4,204	4,077	4,204	3,951	3,951	4,204	4,330	4,438	4,660	4,777	4,896
Rents & Leases - Equipment	8,400	10,050.00	8,640	5,815	8,640	5,013	6,289	8,640	8,899	9,122	9,578	9,817	10,063
Lease Payments-Vehicles			80,401	80,401	80,401	80,401	80,923	80,401	80,401	80,401	80,401	80,401	80,401
Repairs & Service Equipment	9,000	20,652.00	35,224	10,206	17,740	19,837	20,793	41,720	42,972	44,046	46,248	47,404	48,589
Central Garage Repairs	37,000	69,903.00	71,620	35,436	72,820	23,965	66,206	80,000	60,000	61,500	64,575	66,189	67,844
Central Garage Gasoline/Oil	4,600	13,065.00	8,620	6,847	10,000	4,352	4,401	10,100	10,403	10,663	11,196	11,476	11,763
Central Garage Tires	7,600	9,981.00	10,531	10,820	12,500	4,722	5,113	14,000	14,420	14,781	15,520	15,908	16,305
Maintenance Radio - Electronic Equip	20,910	20,910.00	20,780	20,680	27,300	31,581	31,581	21,156	21,791	22,335	23,452	24,039	24,639
Maintenance of Buildings	3,600	6,557.00	42,064	14,249	18,864	11,698	18,009	43,350	44,651	45,767	48,055	49,256	50,488
Other Travel Expenses	3,000	3,172.00	3,172	911	4,360	1,671	1,951	4,560	4,697	4,814	5,055	5,181	5,311
Professional/Specialized Services	469,755	474,227.00	314,843	303,460	346,368	267,846	294,509	316,867	326,373	326,373	326,373	326,373	326,373
Data Processing Service	300	2,210.00	192	248	192	884	955	960	989	1,014	1,064	1,091	1,118
Data Processing Supplies		200.00	323	-	323	-	-	323	333	341	358	367	376
Information Security	900	1,518.00	1,020	1,032	1,020	914	1,646	2,194	2,260	2,316	2,432	2,493	2,555
Insurance	37,554	34,028.00	34,639	41,539	40,423	36,423	36,423	40,423	41,636	42,677	44,810	45,931	47,079
Fire Fighting Supplies	5,700	6,680.00	48,498	62,186	4,180	12,006	14,036	58,405	60,157	61,661	64,744	66,363	68,022
Recreation/Physical Fitness Equipment		1,000.00	6,200	1,000	700	-	_]	1,000	1,030	1,056	1,109	1,136	1,165
Education Supplies & Courses	14,700	20,115.00	17,457	5,158	17,220	10,699	13,864	17,245	17,762	18,206	19,117	19,595	20,085
Other Special Departmental Expenses	13,200	11,500.00	3,444	3,268	1,940	11,639	12,467	3,420	3,523	3,611	3,791	3,886	3,983
Interest on Notes & Warrants	900	2,000.00	2,000	518	1,000	1,000	8,720	1,000	1,030	1,056	1,109	1,136	1,165
Taxes & Assessments	11,000	13,000.00	13,000	11,158	13,000	12,210	11,198	13,000	13,390	13,725	14,411	14,771	15,141
Total Service & Supplies	876,139	976,803.00	1,002,531	892,178	943,903	644,464	893,783	1,038,706					
Total	\$6,125,204	6,337,708.99	7,086,551	6,860,073	7,286,946	6,183,043	7,026,616	7,478,919	6,480,854	6,642,875	6,975,019	7,149,394	7,328,129

Current Year: 202	Туре	Model	Year Purchased	Useful Life (Average)	Replacement Year	Years to Replacement Year	Current Replacement Cost	Reserve per Year to Replacement Year	After 1st							e Requiren					
Vehicle										2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2030
7500	SUV	Chevy Tahoe	2017	10	2027	7	\$65,000	\$9,286	\$6,500	\$9,286	\$9,286	\$9,286	\$9,286	\$9,286	\$9,286		\$6,500	\$6,500	\$6,500	\$6,500	\$6,500
7501	SUV	Chevy Tahoe	2017	10	2027	7	\$65,000	\$9,286	\$6,500	\$9,286	\$9,286	\$9,286	\$9,286	\$9,286	\$9,286	\$9,286	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500
E-75	Type I	Spartan	2014	15	2029	9	\$750,000	\$83,333	\$50,000	\$83,333	\$83,333	\$83,333	\$83,333	\$83,333	\$83,333	\$83,333	\$83,333	\$83,333	\$50,000	\$50,000	\$50,000
E-76	Type I	Spartan	2000	15	2015	-5	\$750,000	-\$150,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Q-76	Quint	Smeal	2006	15	2021	1	\$1,500,000	\$1,500,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
376	Type III	International	2005	20	2025	5	\$400,000	\$80,000	\$20,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
375	Type III	International	2007	20	2027	7	\$400,000	\$57,143	\$20,000	\$57,143	\$57,143	\$57,143	\$57,143	\$57,143	\$57,143	\$57,143	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
PU 76	Pickup	Ford F350	2005	20	2025	5	\$90,000	\$18,000	\$4,500	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500
S2	SUV	Ford Expedition	2005	10	2015	-5	\$65,000	-\$13,000	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500
S3	SUV	Ford Escape	2007	20	2027	7	\$40,000	\$5,714	\$2,000	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500
Total							\$4,020,000	\$1,607,048	\$257,500	\$407,048	\$407,048	\$407,048	\$407,048	\$407,048	\$333,548	\$333,548	\$290,833	\$290,833	\$257,500	\$257,500	\$257,500

Existing Leases	
Vehicle	
7500	
7501	
E-75	
Total (3)	

Туре	Model	Year Leased	Purchase Price	Cash Amount	Lease Amount	Lease Term	Lease Interest Rate
SUV	Chevy Tahoe	2017	\$65,000	\$21,523	\$43,477	10	3.10%
SUV	Chevy Tahoe	2017	\$65,000	\$21,523	\$43,477	10	3.10%
Type I	Spartan	2014	\$613,046	\$0	\$613,046	10	3.10%
			\$743,046	\$43,046	\$700,000		

	Kansas City Bank Lease Payments										
2020	2021										
\$4,994	\$4,994										-
\$4,994	\$4,994										
\$70,414	\$70,414										
\$80,401	\$80,401										

Туре	Model	Year Leased	Purchase Price	Cash Amount	Lease Amount	Lease Term	Lease Interest Rate
Type I	Pierce	2021	\$800,000	\$0	\$800,000	15	3.25%
Truck	Smeal	2021	\$1,700,000	\$0	\$1,700,000	15	3.25%

	Lease Payments										
2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2030
\$106,611	\$106,611	\$106,611	\$106,611	\$106,611	\$106,611	\$106,611	\$106,611	\$106,611	\$106,611	\$106,611	\$106,611
\$106,611	\$106,611	\$106,611	\$106,611	\$106,611	\$106,611	\$106,611	\$106,611	\$106,611	\$106,611	\$106,611	\$106,611

⁽¹⁾ Assumes vehicles lease purchased in 2017 with funds borrowed from Kansas State Bank of Manhattan in 2012

⁽²⁾ Assumes district enters into a lease purchase agreement to acquire a replacement for E-76 Type I vehicle in 2020, at 3.5% interest for a term of 15 years

Tracy Rural County Fire Protection District

Board of Directors
Pete Reece
John Vieira

Jeff Ramsey Matt Kopinski Craig Miller Raychel Jackson, Clerk of the Board
793 S. Tracy Blvd., #298
Tracy, CA 95376
P: (209) 834-7269
Raychel.jackson@tracyruralfire.org
www.tracyruralfire.org

STAFF REPORT

Meeting: Regular Meeting
Date: November 9, 2021
To: Board of Directors

Prepared by: Mark Bowman, Legal Counsel Approved by: Pete Reece, Chairperson

Re: Sale of Linne Rd. and S. 7th St. Properties Under Surplus Land Act RECOMMENDATION Action Item _____ Non-Action Item ____X__ Receive information of Notice of Availability of Linne Road and S. 7th Street Properties.

BACKGROUND

On October 12, 2021, Tracy Rural Fire Protection District (Tracy Rural) Board approved the sale of Tracy Rural's Linne Rd. and S. 7th St. properties. The Surplus Land Act (SLA) requires that Tracy Rural offer these properties to government entities specified in the SLA before they can be sold on the open market. This report will describe what has been done to date to comply with the SLA and the next step in the process to sell the Properties under the SLA.

DISCUSSION

The documents necessary to give proper notice under the Surplus Land Act to sell the Properties have been completed by the Board's legal counsel. These include:

- 1. Notice of Availability (NOA)
- 2. List of addresses of entities entitled to notice
- 3. Description of Linne Rd. property
- 4. Description of S. 7th St. property

The documents were delivered to Tracy Rural's clerk and the clerk mailed and emailed the notices to the designated entities on November 4th.

Tracy Rural County Fire Protection District

Pete Reece John Vieira

Board of Directors

Jeff Ramsey Matt Kopinski Craig Miller Raychel Jackson, Clerk of the Board 793 S. Tracy Blvd., #298 Tracy, CA 95376 P: (209) 834-7269 Raychel.jackson@tracyruralfire.org www.tracyruralfire.org

The next deadline occurs 60 days from mailing the NOA (Jan. 3) when any entity that is interested in purchasing the property for developing low-income housing must provide notice to Tracy Rural.

If no low-income developers are interested in purchasing a property, Tracy Rural is free to offer the properties on the open market subject to a number of reporting requirements to the DHC. If an entity notifies Tracy Rural of its interest, the parties must negotiate in good faith for at least 90 days before Tracy Rural can either accept or decline that entity's best offer and proceed to sell the property on the open market.

FISCAL IMPACTS

None anticipated.

ATTACHMENTS

- 5. Notice of Availability
- 6. Property Descriptions
- 7. Service List

RE: Notice of Availability/Offer to Sell Surplus Property

To All Interested Parties:

As required by Government Code Section 54220 of the State of California, Tracy Rural County Fire Protection District is providing notification that the District intends to sell the surplus properties listed in the attached Exhibits "A" and "B".

In accordance with Government Code Section 54222, you have sixty (60) days from the date this offer was sent via certified mail or electronic mail to notify the District of your interest in acquiring the property. However, this offer shall not obligate the District to sell the property to you. Instead, the District would enter into at least ninety (90) days of negotiations with you pursuant to Government Code Section 54223. If no agreement is reached on sales price and terms, the District may market the property to the general public.

As required by Government Code Section 54227, if the District receives more than one letter of interest during this 60-day period, it will give first priority to entities proposing to develop housing where at least 25 percent of the units will be affordable to lower income households. If more than one such proposal is received, priority will be given to the proposal with the greatest number of affordable units. If more than one proposal specifies the same number of affordable units, priority will be given to the proposal that has the lowest average affordability level.

In the event your agency or company is interested in purchasing the property, you must notify the District in writing within sixty (60) days of the date this notice was sent via certified mail or electronic mail. Notice of your interest in acquiring the property shall be delivered to Raychel Jackson, Clerk for Tracy Rural County Fire Protection District; at 793 S. Tracy Blvd. #298, Tracy, CA 95376. You may also direct your questions to Raychel.Jackson@tracyruralfire.org or by calling (209) 834-7269.

Entities proposing to submit a letter of interest are advised to review the requirements set forth in the Surplus Land Act (Government Code Section 54220-54234).

Raychel Jackson Clerk of the Board

EXHIBIT "A"

<u>ADDRESS</u>	PARCEL ID	PARCEL SQ. FT.	PARCEL ACRES
7700 W. Linne Rd.	25322003	22,651	0.52
Tracy, CA 95304			



<u>ADDRESS</u>	PARCEL ID	PARCEL SQ. FT.	PARCEL ACRES
7700 W. Linne Rd.	25322003	22,651	0.52
Tracy, CA 95304			

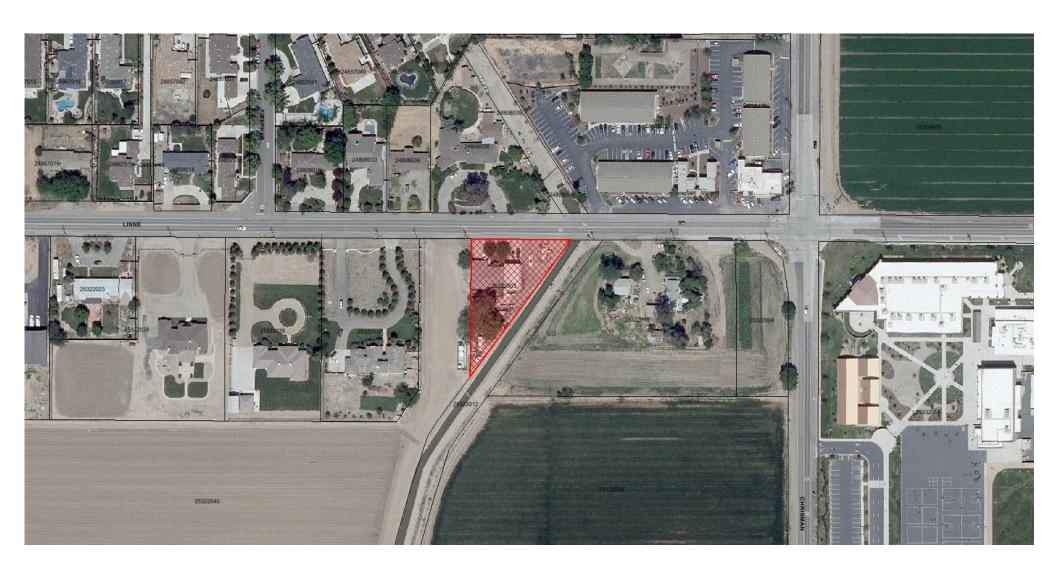


EXHIBIT "B"

<u>ADDRESS</u>	PARCEL ID	PARCEL SQ. FT.	PARCEL ACRES
22484 South 7th Street	25005025	21,544	0.49
Tracy, CA 95304			



<u>ADDRESS</u>	PARCEL ID	PARCEL SQ. FT.	PARCEL ACRES
22484 South 7th Street	25005025	21,544	0.49
Tracy, CA 95304			



Agency	Contact Information
Tracy Unified School District	1875 W. Lowell Avenue
	Tracy, CA 95376
Housing Authority of the County of San Joaquin	2575 Grand Canal Boulevard
	Stockton, CA 95207
San Joaquin County Parks	11793 North Micke Grove Rd
	Lodi, CA 95240
San Joaquin Office of Education	2922 Transworld Dr, Stockton, CA
	95206
San Joaquin Regional Transit District	421 East Weber Avenue
	Stockton, CA 95202
California Department of Housing and Community	2020 West El Camino Avenue
Development (HCD)	Sacramento, CA 95833
Purchasing and Support Services	44 North San Joaquin Street
	Fifth Floor, Suite 540
	Stockton, CA 95202
County Administrator's Office	44 North San Joaquin Street
	Sixth Floor, Suite 640
December 1 (Child Constant Constant	Stockton, CA 95202
Department of Child Support Services	409 E. Market Street
Community Davidonment Danautmant	Stockton, CA 95202 1810 East Hazelton Ave
Community Development Department	Stockton, CA 95205
Human Services Agency	333 East Washington Street
Truman Services Agency	Stockton, CA 95202
Human Resources	44 North San Joaquin Street
	Third Floor, Suite 330
	Stockton, CA 95202
Health Care Services	500 West Hospital Road
	Benton Hall East
	French Camp, CA 95231
Environmental Health	1868 East Hazelton Ave
	Stockton, CA 95205
Employment and Economic Development	6221 West Lane - Suite 105
	Stockton, CA 95210
Local Agency Formation Commission Office	509 West Weber Avenue
	Suite 420
	Stockton, CA 95203
Public Works Department	1810 East Hazelton Avenue
Occupation to December 1	Stockton, CA 95205
General Services Department	44 North San Joaquin Street
	Fifth Floor, Suite 590
City Managor's Office	Stockton, CA 95202 333 Civic Center Plaza
City Manager's Office	Tracy, CA 95376
City of Tracy's Economic Development Division	333 Civic Center Plaza
city of fracy a Economic Development Division	Tracy, CA 95376
	11acy, CA 33370

City of Tracy's Parks & Recreation Department	333 Civic Center Plaza
	Tracy, CA 95376
City of Tracy's Dayslanmant Carvises	333 Civic Center Plaza
City of Tracy's Development Services	
	Tracy, CA 95376
City of Tracy's Public Works	333 Civic Center Plaza
	Tracy, CA 95376
SJ County Office of Emergency Services	2101 East Earhart Avenue
	Suite 300 Stockton, CA 95206
San Joaquin Council of Governments	555 E Weber Avenue
	Stockton, CA 95202-2804
California Valley Miwok Tribe	14807 Avenida Central
	La Grange, California 95329
	10601 N Escondido PL Stockton
	95212
North Valley Yokuts Tribe c/o Katherine Erolinda Perez	P.O. Box 717 Linden 95236
Stockton-San Joaquin County Public Library	605 N. El Dorado Street
	Stockton, CA 95202
Power and Water Resources Pooling Authority	3514 W Lehman Rd, Tracy
	California 95304
San Joaquin County Public Facilities Financing Corporation	44 N. San Joaquin Street, Suite
	640; Stockton, CA

Tracy Rural County Fire Protection District

Pete Reece John Vieira Matthew Kopinski

Board of Directors

Jeff Ramsey Craig Miller Raychel Jackson, Clerk of the Board 793 S. Tracy Blvd., #298 Tracy, CA 95376 P: (209) 834-7269 Raychel.jackson@tracyruralfire.org www.tracyruralfire.org

STAFF REPORT

Meeting: Regular Meeting
Date: November 9, 2021
To: Board of Directors

Prepared by: Randall Bradley, Fire Chief Approved by: Pete Reece, Board Chairperson

Re: Approve Lease Agreement between the Tracy Rural Fire Protection

District and the South San Joaquin County Fire Authority for Fire Stations,

Fire Apparatus, Staff Vehicles and Equipment

RECOMMENDATION
Action ItemXNon-Action Item
Take action to approve the lease agreement between the Tracy Rural Fire Protection District

Take action to approve the lease agreement between the Tracy Rural Fire Protection District and the South San Joaquin County Fire Authority for Fire Stations, Fire Apparatus, Staff Vehicles and Equipment.

BACKGROUND

Section 4.2 of the South San Joaquin County Fire Authority Joint Powers Agreement requires that each member agency in consideration of the services provided lease by separate agreement the real and personal property including the fire stations, apparatus, staff vehicles and equipment.

DISCUSSION

The proposed lease agreement reflects and memorializes the current practices for cost allocations and responsibilities of repair and maintenance of fire stations, staff vehicles, apparatus and equipment.

FISCAL IMPACTS

There is no fiscal impact to this item.

ATTACHMENTS

1. Proposed Lease Agreement

LEASE AGREEMENT BETWEEN THE TRACY RURAL FIRE PROTECTION DISTRICT AND THE SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY FOR FIRE STATIONS, FIRE APPARATUS, STAFF VEHICLES AND EQUIPMENT

This Lease Agreement ("Agreement") with an effective as of January 1, 2022, by and between the Tracy Rural Fire Protection District ("District"), and the South San Joaquin County Fire Authority, a joint powers authority formed in accordance with Government Code Sections 6500 ("Authority"). District and Authority may be referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

- A. On February 20, 2018, the City of Tracy and the Tracy Rural Fire Protection District, (collectively, the "Member Agencies") entered into a Joint Powers Agreement establishing the Authority, and that agreement was subsequently amended by the Member Agencies on September 17, 2019 ("JPA Agreement").
- B. The "Authority" is the Joint Powers Authority ("JPA") authorized to provide fire protection, prevention, and emergency response services within its jurisdiction.
- C. District is a Member Agency participating in the JPA that comprises the Authority and receives fire services from the Authority.
- D. To perform its functions, Authority requires fire stations, staff vehicles, fire apparatus and equipment.
- E. Section 4.2 of the JPA Agreement requires each Member Agency to lease all operational fire stations, apparatus and equipment to the Authority.
- F. As a member of JPA, District seeks to lease certain fire stations, staff vehicles fire apparatus and equipment to the Authority for use in providing fire protection services within the Authority's jurisdiction.

NOW, THEREFORE, in consideration of the provision of fire service and the recitals and the mutual promises contained herein, District and Authority agree as follows:

ARTICLE 1 DESCRIPTION OF FIRE STATIONS, STAFF VEHICLES, APPARATUS AND EQUIPMENT

1.1 Premises. District hereby leases to Authority, and Authority leases from District, the certain Fire Stations and furnishings and computer equipment that are within or attached to the facility on effective date, and the parcels upon which the facilities are located at the addresses shown in Exhibit A ("Premises"). The Fire Stations are further described in the Legal Description included in Exhibit A, which is incorporated fully by this reference.

- **1.2 Apparatus and Equipment.** District hereby leases to Authority, and Authority leases from District, the certain Fire Apparatus, and equipment that are within or attached to the Fire Apparatus identified in Exhibit B ("Fire Apparatus"). Fire Apparatus and associated equipment are further described in the Legal Description included in Exhibit B, which is incorporated fully by this reference.
- **1.3 Staff Vehicles.** City hereby leases to Authority, and Authority leases from District, the certain Staff Vehicles, identified in Exhibit C ("Staff Vehicles"). Staff Vehicles and associated equipment are further described in the Legal Description included in Exhibit C, which is incorporated fully by this reference.
- **1.4 Authorized Uses.** Authority may, in its sole discretion, use all of the Premises and Fire Apparatus and equipment for any and all purposes reasonably related to and/or incidental to the provision of fire protection, fire prevention, and emergency response services, or other such legally-authorized activities within the scope of the Authority's activities, goals, or administration.

ARTICLE 2 TERM AND TERMINATION

- **2.1 Effective Date.** This Agreement is effective January 1, 2022 ("Effective Date").
- **2.2 Term**. The term of this Agreement shall be coterminous with the term of the Joint Powers Agreement, unless terminated earlier or extended consistent with the provisions of this Agreement.
- **2.3 Termination**. This Agreement shall remain in effect until the earliest of the following:
 - (a) The Agreement is Terminated by written mutual agreement by the Parties;
 - (b) A Party materially defaults on the terms of the Agreement and fails to timely cure the default after being given written notice; or
 - (c) District withdraws from the JPA comprising the Authority, consistent with the terms of the JPA Agreement between the participating agencies, as amended.

ARTICLE 3 RENT

- **3.1** District hereby leases to Authority, and Authority leases from District, the Fire Stations identified in Exhibit A, at no rental cost to the Authority.
- **3.2** District hereby leases to Authority, and Authority leases from District, the Fire Apparatus and associated firefighting tools and equipment identified in Exhibit B, at no rental cost to the Authority.

3.3 District hereby leases to Authority, and Authority leases from District, the Staff Vehicles and associated firefighting tools and equipment identified in Exhibit C, at no rental cost to the Authority.

ARTICLE 4 MAINTENANCE AND REPAIR

4.1 Maintenance and Repair of Fire Stations.

- (a) Authority shall be responsible for maintenance and ordinary repair of the Fire Stations as identified below:
 - (i) Repairs and maintenance of the landscaping and prompt removal of any accumulated trash debris on a regular basis;
 - (ii) Cleaning, inspection and disinfecting;
 - (iii) Maintenance and repair of SCBA air compressors and PPE extractors;
 - (iv) Cleaning and inspection of all paved areas;
 - (v) Cleaning and inspection of carpets and all other flooring;
 - (vi) Maintenance, repair and replacement of appliances that are not integrated into the facilities and;
 - (vii) Janitorial services, toilet room supplies, cleaning supplies.
- (b) District shall be responsible for the following for all Fire Stations:
 - (i) All capital improvements;
 - (ii) Repairs and maintenance of all plumbing and electrical components;
 - (iii) Repairs and maintenance of all fixtures, walls, floors, carpets, and ceilings;
 - (iv) Repairs and maintenance of all windows and doors;
 - (v) Repairs and maintenance of any automatic fire extinguisher equipment;
 - (vi) Repairs and maintenance of all HVAC systems and components and;
 - (vii) Repairs and maintenance of roof, exterior, and structural parts of building;

- (viii) Repair and maintenance of fencing, gates, and security systems and components;
- (ix) Repair and maintenance of the paved areas;
- (x) Repair, maintenance and replacement of appliances that are integrated into the facilities;
- (xi) Pest control and;
- (xii) Maintenance of emergency generators.
- (c) Authority shall give District access to the station interiors for inspections, repairs and maintenance when requested by District.
- 4.2 Maintenance and Repair of Apparatus and Equipment.
 - (a) Authority shall be responsible for all regular maintenance and repair of all apparatus and associated equipment as identified in Exhibit B.
 - (b) District shall be responsible for the cost of any single repair of apparatus that exceeds \$5,000 (five thousand dollars).
- **4.3 Maintenance and Repair of Staff Vehicles.** The Authority shall be responsible for the maintenance and repair of all Staff Vehicles identified in Exhibit C.

ARTICLE 5 UTILITIES

- **5.1 District.** District shall be responsible for and shall pay for the following utilities; water, electricity, natural gas, propane gas, garbage, alarm system and traditional hardwired phone lines.
- **5.2 Authority.** Authority shall be responsible for and shall pay for the following; cable television and cable internet services.

ARTICLE 6 HAZARDOUS MATERIALS

Authority shall not release or dispose of any hazardous material on the Premises or the property of which the Premises are a part. However, Authority is permitted to make use of such hazardous materials that are required to be used on the normal course of Authority's operations provided that Authority complies with all applicable Laws related to the hazardous materials. Authority is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Authority.

ARTICLE 7 TAXES

Taxes on Authority's Property. Authority shall pay, before delinquency, any and all taxes, assessments, license fees, and public charges levied, assessed, or imposed against Authority or the Authority's property situated within the Fire Stations, which become due during the lease term as a result of the Authority's use of the Fire Stations. Authority acknowledges and understands that the property and building may be exempt from property taxation, because the District is a public entity, but that a property tax on Authority's possessory interest, if any, in the Fire Stations may be levied directly on the Authority.

ARTICLE 8 INDEMNIFICATION

- **8.1** Indemnity Provided by Authority. Authority shall indemnify, defend, and hold harmless District, its elected and appointed officials, officers, employees, agents, contractors, and attorneys from and against liability, claims, demands, losses, damages, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and the costs and expenses incurred in connection therewith, including reasonable attorneys' fees and costs of defense to the proportional extent directly or proximately resulting from Authority's use of the Fire Stations pursuant to this Agreement, except to the extent arising from or caused by the negligence or willful misconduct of the District, its elected and appointed officials, officers, employees, agents, or contractors. District shall promptly notify Authority of any claim, action or proceeding covered by this Section. Authority will in no event be liable for indirect, punitive, special, or consequential damages.
- 8.2 Indemnity Provided by District. District shall indemnify, defend, and hold harmless Authority, its elected and appointed officials, officers, employees, agents, contractors, and attorneys from and against liability, claims, demands, losses, damages, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and the costs and expenses incurred in connection therewith, including reasonable attorneys' fees and costs of defense to the proportional extent directly or proximately resulting from District's obligations undertaken pursuant to this Agreement, except to the extent arising from or caused by the negligence or willful misconduct of the Authority, its elected and appointed officials, officers, employees, agents, or contractors. Authority shall promptly notify Authority of any claim, action or proceeding covered by this Section. District will in no event be liable for indirect, punitive, special, or consequential damages.

ARTICLE 9 INSURANCE

9.1 Liability Insurance. Authority shall obtain and maintain during the duration of this Agreement at its sole cost and expense insurance, the insurance set forth in Exhibit D to this Lease.

9.2 Property Insurance. District shall obtain and maintain during the duration of this Agreement at its sole cost and expense property insurance for the Fire Stations, Staff Vehicles, and Fire Apparatus, the terms and amounts of which shall be to the reasonable satisfaction of the Parties.

ARTICLE 10 DEFAULT

- **10.1 Default and Right to Cure**. Should Authority default in the performance of any obligation to be performed under this Agreement, District shall give written notice of such default and Authority shall have thirty (30) days from the date that notice is received to cure and correct such default. In the event of any default which continues for 30 days after notice from District to Authority, or if Authority abandons the Premises prior to the expiration of the term provided for in this Lease, the District may at its option pursue the Default Remedies contained in this Lease.
- **10.2 Default Remedies.** If a default shall occur and continue, then in addition to any other remedies available to District at law or in equity, District shall have the immediate option to terminate this Lease and bring suit against Authority and recover as an award in such suit the following:
- (a) any amount necessary to compensate District for all the detriment proximately caused by Authority's failure to perform its obligations under this Lease; and
- (b) such amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable California law.

ARTICLE 11 MISCELLANEOUS PROVISIONS

- **11.1 Mediation.** Should any dispute arise out of this Lease, either party may request that it be submitted to mediation. The Parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement, the Parties shall each submit one name from mediators listed by either the American Arbitration Association, the State Mediation and Conciliation Service, or other agreed-upon service. The mediator shall be selected by a blind draw. The cost of mediation shall be borne equally by the Parties. Neither Party shall be deemed the prevailing party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than 60 days, unless the maximum time is extended by the parties.
- **11.2 Nonassignability.** Both Parties recognize that this Lease cannot be transferred, assigned, or subleased by Authority without the prior written consent of District, which shall not be unreasonably withheld.

- **11.3 Authority's Obligations Upon Vacating Premises.** Upon termination of this Lease, Authority shall: (a) give District copies of all keys or opening devices to the Premises; (b) vacate Premises and surrender it to District empty of all persons and personal property; (c) vacate all parking and storage spaces; (d) deliver Premises to District in its original condition; and (e) clean Premises. All improvements installed by Authority, with or without District's consent, become the property of District upon termination. District may nevertheless require Authority to remove any such improvement that did not exist at the time possession was made available to Authority.
- **11.4 Notices**. All notices which shall or may be given pursuant to this Agreement shall be in writing and personally served or transmitted through first class United States mail, or by private delivery systems, postage prepaid, to the following address or such other address of which a party may give written notice:

District: Tracy Rural Fire Protection District

Attn: Board President

793 South Tracy Boulevard #298

Tracy, California 95376

Permittee: South San Joaquin County Fire Authority

Attn: Fire Chief

835 N. Center Avenue Tracy, California 95376

Any notice required or provided for under this Agreement shall be deemed served at the time of personal service. Mailed notices will be deemed served as of the day of receipt.

- **11.5 Attorneys' Fees**. If legal action is brought by either Party because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party is entitled to recover reasonable attorneys' fees and court costs in an amount not to exceed \$5,000. The above \$5,000 limit is the total of attorneys' fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this provision that neither party shall have to pay the other more than \$5,000 for attorneys' fees arising out of an action, or actions, to enforce this Lease.
- **11.6 Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, assigns and transferees.
- **11.7 Entire Agreement; Modification; Waiver**. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof. All prior and contemporaneous agreements, representations, negotiations, and understandings of the Parties, oral or written, relating to the subject matter hereof, are merged into and superseded by this Agreement. Any modification or amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the Parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not

similar. No waiver or consent shall constitute a continuing waiver or consent or commit either Party to provide a waiver in the future except to the extent specifically set forth in writing. No waiver shall be binding unless executed in writing by the Party making the waiver.

- **11.8 Severability**. If any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision or provisions shall be deemed separable from the remaining provisions of this Agreement and shall in no way affect the validity of the remaining portions of this Agreement.
- **11.9 Binding on Successors**. This Lease shall be binding upon, and inure to the benefit of, the assignees and successors to the Parties.
- **11.10 Governing Law**. This Agreement shall be interpreted and enforced according to, and the Parties rights and obligations governed by, the domestic law of the State of California, without regard to its laws regarding choice of applicable law. Any proceeding or action to enforce this Agreement shall occur in the California Superior Court of San Joaquin County for actions brought in state court, and the United States District Court for the Northern District of California if brought in federal court.
- **11.11 Survival of Terms**. All of the terms and conditions in this Agreement related to payment, removal due to termination, indemnification, limits of liability, attorneys' fees and waiver shall survive termination of this Agreement.
- **11.12** Captions and Paragraph Headings. Captions and paragraph headings used herein are for convenience only. They are not a part of this Agreement and shall not be used in construing this Agreement.
- **11.13 Exhibits**. All Exhibits referenced in this Agreement are hereby incorporated as though set forth in full herein.
- **11.14 Drafting**. The Parties agree that this Agreement is the project of joint draftsmanship and that should any of the terms be determined by a court, or in any type of quasi-judicial or other proceeding, to be vague, ambiguous and/or unintelligible, that the same sentences, phrases, clauses or other wording or language of any kind shall not be construed against the drafting Party in accordance with California Civil Code Section 1654, and that each Party to this Agreement waives the effect of such statute.
- **11.15 Authority to Execute This Agreement**. Each person or persons executing this Agreement on behalf of a party, warrants and represents that he or she has the full right, power, legal capacity and authority to execute this Agreement on behalf of such party and has the authority to bind such party to the performance of its obligations under this Agreement without the approval or consent of any other person or entity.

[Signatures Begin on Following Page]

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date stated in the introductory clause.

EXHIBIT A

DESCRIPTION OF LEASED FIRE STATIONS

Attached are, names, addresses and Assessor Parcel Numbers (APN's) indicating the location of the Premises covered by this Agreement.

Facility Name	Physical Address	APN	Land Size SQFT	Acres
Fire Station 93	1400 W. Durham Ferry Road	25515027	87,120	2.0
Fire Station 94	16502 W. Schulte Road	20911039	38,599	0.89
Fire Station 95	7151 Tracy Hills Drive	25338005	-	1.67

EXHIBIT B

DESCRIPTION OF LEASED APPARATUS AND EQUIPMENT

Attached are unit Identifiers, District asset numbers, year of manufacture, make, model, Vehicle Identification Numbers (VINs), and the license plate number of apparatus covered by this agreement. The lease agreement includes all tools and equipment assigned to each apparatus.

Unit ID	Asset #	Year	Make	Model	VIN	License
Brush 90	9020	2017	International/HME	-	3HAWESTRXHL503420	1527996
Engine 93	9018	2015	Spartan/HiTech	Metrostar	4S7CT2D93EC078918	1412815
Engine 94	9021	2020	Pierce	Velocity	4P1BAAGFMA022705	1607552
Engine 95	2633	2020	Pierce	Velocity	4P1BAAGFMA022707	1607554
Engine 99	9016	2004	Pierce	Dash	4P1CT02H83A003192	1170755
Truck 90	9019	2000	Spartan/ALF	Gladiator	4S7AT4192YCO34093	1287911

EXHIBIT C

DESCRIPTION OF LEASED STAFF VEHICLES

Attached are unit Identifiers, District asset numbers, year of manufacture, make, model, Vehicle Identification Numbers (VINs), and the license plate number of Staff Vehicles covered by this agreement. The lease agreement includes all tools and equipment assigned to each Staff Vehicle.

Unit ID	Asset #	Make	Model	VIN#	License
2151	2005	Ford	F-250 Super Duty	1FTNF21525E870087	1169796
2211	2006	Ford	F-150	1FTRX12W46KD74182	1247393

EXHIBIT D:

INSURANCE REQUIREMENTS FOR AUTHORITY

Authority shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Authority's operation and use of the leased premises. The cost of such insurance shall be borne by the Authority.

A. Commercial General Liability

- a. Authority shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Authority's general liability policies shall be primary and shall not seek contribution from the District's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that District and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.
- b. Any failure to comply with reporting provisions of the policies by Authority shall not affect coverage provided the City.
- c. Coverage shall state that Authority insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. Coverage shall contain a waiver of subrogation in favor of the District.

B. Business Automobile Liability

a. Authority shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than two million dollars (\$2,000,000) per accident.

C. Workers' Compensation and Employers' Liability

a. Authority shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Authority shall submit to District, along with the certificate of insurance, a waiver of subrogation endorsement in favor of District, its officers, agents, employees, and volunteers.

D. All Coverages

- a. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the District, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.
- b. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the District.
- c. Evidence of Insurance Prior to commencement of work, the Authority shall furnish the District with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Authority must agree to provide complete, certified copies of all required insurance policies if requested by the District.
- d. Acceptability of Insurers Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A- VII or higher.
- e. Subcontractors and Consultants A category of risk and the applicable insurance requirements will be determined on a "per subcontractor" or "per consultant" basis, considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the Authority.

District reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.