

Order of Packet

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10. Newspaper Ad
11. Vertical clearance flyer
12. Palm Tree Policy
13. Standard for vegetation management



Rancho Santa Fe Fire Protection District

P.O. Box 410 • 18027 Calle Ambiente • Rancho Santa Fe • California 92067-0410
Tel. (858) 756-5971 • Fax (858) 756-4799

Board of Directors
James Ashcraft, President
Tucker Stine
Nancy Hillgren
Randall Malin
John C. Tanner

Fire Chief
Tony J. Michel

PUBLIC NOTICE

The Rancho Santa Fe Fire Protection District is seeking qualified contractors to respond to the open bid process as a sole source contractor for forced vegetation management/hazard removal. Vegetation management/hazard removal includes clearing of brush, dead trees, and mowing of grasses on vacant properties and around structures and along roadways. The program includes abatement of hazards when owners fail to bring their properties into compliance with adopted ordinance(s).

Sealed bids must be received no later than July 13, 2017, at 5pm to the Rancho Santa Fe Fire Protection District Administration at P.O. Box 410 (mailing address) or 18027 Calle Ambiente (street address for UPS/FedEx only), Rancho Santa Fe, CA 92067. For further information contact Conor Lenehan, Fire Prevention Specialist II/Forester, at (858) 756-6006.



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Contractors Directions for Completion of Sealed Bid for Vegetation Management Contract

The attached Service Agreement is the package containing a complete description of the contract. Fill out the **Schedule of Fees** page completely to provide for an accurate bid process. Return the completely filled out agreement with the following attachments to Conor Lenehan, Fire Prevention Specialist II/Forester, Rancho Santa Fe Fire Protection District, P.O. Box 410/18027 Calle Ambiente (no mail), Rancho Santa Fe, CA 92067.

Please enclose copies of:

- Business License pertaining to weed abatement (**Section 6.0**)

Proof of Insurance:

- Workers Compensation (**Section 7.0**)
- General Liability (**Section 8.0**)
- Automobile Insurance (**Section 8.0**)

Sealed bids must be received no later than July 13, 2017 at 5pm. For any additional questions contact Marlene Donner at (858) 756-6007.

The District reserves the right to reject any and all bids



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SERVICE AGREEMENT

PROJECT: Sole source contractor for the forced abatement of hazardous vegetation and rubbish within the Rancho Santa Fe Fire Protection District for parcels in violation of District Ordinance 2015-01.

THIS AGREEMENT is made and entered into this _____ day of _____, 2017, by and between the RANCHO SANTA FE FIRE PROTECTION DISTRICT, hereinafter designated as “DISTRICT” and _____, hereinafter designated as “CONTRACTOR.”

RECITALS

- A. DISTRICT desires to obtain a sole source contractor, at the lowest cost to the public, for the removal of vegetation, litter and rubbish from non-complaint properties located within the boundaries of the DISTRICT.
- B. CONTRACTOR has submitted a proposal to provide vegetation, litter and rubbish management services for the DISTRICT in accordance with the terms set forward in this agreement.
- C. DISTRICT desires to contract with CONTRACTOR as an independent contractor and CONTRACTOR desires to provide services to DISTRICT as an independent contractor.
- D. CONTRACTOR has demonstrated its competence and qualifications necessary for the satisfactory performance of the services designated herein by virtue of its experience, education, training and expertise.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1.0 SCOPE OF WORK The project is more particularly described as:

1.1.1 Implementation of a sole source contractor for the abatement of vegetation, litter and combustible rubbish on parcels located within the boundaries of the DISTRICT when owners fail to bring their property in compliance with adopted DISTRICT ordinances.

1.1.2 CONTRACTOR understands that this contract will be awarded for a one (1) year period; with a possible two (1) year extensions, to be evaluated annually; of time commencing on the date of execution to the qualified contractor submitting the required documentation and the lowest overall bid on the Schedule of Fees.

1.1.3 The CONTRACTOR shall cooperate fully with the DISTRICT during any forced abatement upon any parcel.

1.1.4 The CONTRACTOR shall not proceed with any forced abatement until a “Work Order Authorization” is signed and issued by the DISTRICT.

1.1.5 The CONTRACTOR shall perform billing and collection functions associated with forced abatements, unless other prior arrangements have been made with the DISTRICT. The contractor shall provide the district with invoices for dumping fees from an approved dumpsite.

1.1.6 The CONTRACTOR shall maintain good public relations with all citizens, groups and organizations associated with any abatement.

1.2. SERVICES PROVIDED BY THE DISTRICT - The DISTRICT shall provide the following services:

1.2.1 Overall quality assurance of the program by providing written and oral standards and guidelines, reviewing correspondence and documentation, and reviewing citizen comments and complaints.

1.2.2 The District will investigate all vegetation hazard complaints, conduct inspections, and send “First”, “Second” and “Final” violation notifications as required. The notice(s) shall state the abatement instructions, the date of expected compliance, consequences of ignoring the notice, and include instructions to follow once the work is completed.

1.2.3 If parcel owners have not abated the hazard by the time specified in the Final Notice, the parcel will be posted with a “Notice to Abate Hazard” in a conspicuous location(s) on the property.

1.2.4 If parcel owners have not abated the hazard within ten (10) days from the time of the posting, the parcel will be a candidate for “forced abatement”. Full documentation of the process used to reach forced abatement, including but not limited to, the specific First, Second and Final Notices, certified mail receipt(s), and photographs of the condition of the parcel. Such documentation will be forwarded with a “Work Order Authorization” to the Fire Marshal. Upon review by the Fire Marshal or a DISTRICT authorized representative and it is determined that forced abatement is required; the “Work Order Authorization” shall be signed and submitted to the CONTRACTOR for abatement. **No abatement work shall be performed by the CONTRACTOR until such authorization has been signed by an authorized representative of the DISTRICT.**

1.2.5 Consultation on issues related to the concerns of the DISTRICT and assistance with enforcement of DISTRICT ordinances and/or standards will be provided when necessary.

1.3.0 SERVICES PROVIDED BY THE CONTRACTOR The services to be provided by the CONTRACTOR shall consist of, but not be limited to the following:

1.3.1 Cooperate fully with the DISTRICT in performing services in accordance with this agreement with established codes and standards.

1.3.2 Furnish all labor, material, equipment, and tools for the forced abatement of vegetation, trees, litter, weeds, and rubbish from parcels within DISTRICT.

1.3.3 The CONTRACTOR shall maintain all proper documentation of the job. The documentation shall include work authorizations, the date the work was performed, charges accrued by the parcel owner for said work, and photographs of the parcel taken before and after the abatement.

1.3.4 An authorized representative of the CONTRACTOR shall meet with the DISTRICT, upon request, to discuss the progress of the project or any other issues or concerns which may arise during the term of this agreement.

1.3.5 The CONTRACTOR shall bill parcel owners that were subjected to forced abatement at not more than the following amounts:

SCHEDULE OF FEES

1. **Tractor Mowing**
 - A. Equipment move-on flat fee \$ _____
 - B. Hourly rate (Calculated from onsite start time) \$ _____

2. **Hand Labor**
 - A. Hand labor, hourly rate, (per person) includes use of string trimmers, chainsaws and or other small equipment \$ _____

3. **Debris Removal**
 - A. Dump fees include hauling, per ton (Invoice documentation required from dumpsite) \$ _____
 - B. Chipping per hour based on 2 people (on site, spread to no more than 6” depth) \$ _____

4. **Administrative Fee**
 - A. Per Abatement \$ _____

5. **Tree Work** (per hr, per person)
 - A. Roadway clearance (trimming to 13’6” high) \$ _____
 - B. Palm Tree/Tree removal – free falling (per tree) \$ _____
 - C. Palm Tree/Tree removal – controlled fall (per tree) \$ _____
 - D. Palm Tree/Tree removal – w/use of boom truck (per tree) \$ _____
 - E. Palm Tree/Tree removal – w/use of crane or other heavy equipment (Per Tree) \$ _____
 - F. Palm Tree/Tree trimming – canopy (dead wood removal) free fall (Per tree) \$ _____
 - G. Palm Tree/Tree trimming – canopy (dead wood removal) controlled fall (Per tree) \$ _____
 - H. Palm skirting \$ _____

6. **Miscellaneous**
 - A. Firewood, stacked per Fire Department requirements \$ _____
 - B. Firewood, removed from site \$ _____
 - C. Stump Grinding (Per tree diameter) \$ _____

The CONTRACTOR shall not change the maximum amount of such fees without prior written consent of the District.

1.3.6 Special circumstances or hazard abatements not covered in the schedule of fees may be subject to an open bid process outside of this contract. Open bid process will consist of obtaining three bids from contractors selected from the DISTRICT’S abatement contractors list.

2.0 TIMING REQUIREMENTS Time is of the essence in the performance of work under this agreement and the following timing requirements shall be strictly adhered to unless otherwise modified in writing and agreed to by the CONTRACTOR and the DISTRICT. Failure by the CONTRACTOR to strictly adhere to these timing requirements may result in termination of this agreement by the DISTRICT.

2.1.0 When the CONTRACTOR receives a signed Work Authorization Order, the CONTRACTOR must start work on the forced abatement within seven (7) business days of receiving the work order unless otherwise agreed upon by the DISTRICT.

3.0 CRITERIA AND STANDARDS All work performed under this agreement shall be in accordance with all applicable DISTRICT, County, State, and Federal laws, codes, ordinances, and standards. **See Attachment: *Standard for Vegetation Clearance and Hazard Reduction*.** In the performance of its services, the CONTRACTOR shall use the degree of care and skill ordinarily exercised by other contractors, under similar conditions. Safety precautions shall be used in all operations including, but not limited to, spark arrestors on all internal combustion engines, a two and one-half gallon pressurized water fire extinguisher, and round point shovel on all tractors, safety shields on mowers and motorized trimmers, and proper clothing, footwear, gloves, and eye protection for laborers when required. Crew supervisors and equipment operators must be qualified, experienced, and able to communicate in the English language, or have a qualified interpreter present. Equipment, tools and vehicles used by the CONTRACTOR shall be in good mechanical condition and are subject to inspection and approval by the DISTRICT prior to acceptance. Operations may be suspended at any time should it be determined that proper safety precautions are not being taken. Precautions shall be taken so that a fire, nuisance noise, dust, and waste are not created during abatement.

4.0 COMPENSATION The CONTRACTOR shall be paid by property owners requiring forced abatement in accordance with the rates established in section **1.3.5** of this agreement. Only after the procedures specified in this agreement have been completed, shall the CONTRACTOR submit for payment to the property owner.

4.1.1 The CONTRACTOR will notify the DISTRICT upon completion of any DISTRICT authorized forced abatement. The DISTRICT will inspect the completed abatement to ensure compliance with all applicable DISTRICT codes and standards. Upon approval of the completed work, the CONTRACTOR shall bill the owner of the property as shown on the County of San Diego Tax rolls. All billings shall be done via certified mail.

4.1.2 The Contractor must re-bill the property owner every fifteen days (15) days, until payment is received. If no payment is received within thirty (30) days, and all other methods of collection have been exhausted, the CONTRACTOR may submit to the DISTRICT for payment.

4.2.1 NONPAYMENT BY PROPERTY OWNER The DISTRICT shall not be responsible for payment of fees to the CONTRACTOR for forced abatement except as provided in section 4.2.2 for work performed under this agreement, unless additional arrangements are made at future date.

4.2.2 Should CONTRACTOR be unable to collect an amount charged for abatement after attempt by CONTRACTOR and/or CONTRACTOR'S collection agency, CONTRACTOR after thirty (30) days, may submit invoice to the DISTRICT for payment.

4.2.3 DISTRICT shall pay CONTRACTOR within thirty (30) days of receiving an invoice. In order to process an invoice, CONTRACTOR shall provide all records/receipts that pertain to the abatement required by the DISTRICT to include work order authorization, copies of invoices to property owner, any correspondence, and certified mail receipts.

4.2.4 DISTRICT agrees to institute procedures to impose an assessment after review of CONTRACTOR'S records; DISTRICT shall be reimbursed upon payment from the tax collectors office.

4.2.5 If at any time the CONTRACTOR receives payment from a property owner after the DISTRICT pays the CONTRACTOR for forced abatement services, the CONTRACTOR shall immediately notify the DISTRICT within two (2) business days and refund any payment made by the DISTRICT within five (5) business days.

5.0 INDEPENDENT CONTRACTOR The CONTRACTOR’S relationship to the DISTRICT shall be that of an independent contractor. The CONTRACTOR shall have no authority, express or implied, to act on behalf of the DISTRICT as an agent, or to bind the DISTRICT to any obligation whatsoever, unless specifically authorized by this agreement or subsequent written agreements by the DISTRICT. The CONTRACTOR shall be solely responsible for the liability and performance of any of its employees, agents or subcontractors under this agreement.

6.0 BUSINESS LICENSE Prior to the commencement of any work under this agreement, the CONTRACTOR shall obtain and present a copy of a current business license.

7.0 WORKERS’ COMPENSATION Pursuant to Labor Code section **1861**, the CONTRACTOR hereby certifies that the CONTRACTOR is aware of the provisions of section **3700** of the Labor Code, which requires every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance in accordance with the provisions of that code, and the CONTRACTOR will comply with such provisions, and provide certification of such compliance prior to commencement of any work. The certification shall be in accordance with subsections **8.9** through **8.9.1** of this agreement.

8.0 INSURANCE REQUIREMENTS

8.1.0 The CONTRACTOR shall, throughout the duration of this agreement, maintain comprehensive general liability and property damage insurance, or commercial general liability insurance covering all operations of the CONTRACTOR, its agents and employees, performed in connection with this agreement, including, but not limited to, premises and automobile.

8.2.0 The contractor shall maintain the following minimum limits:

General Liability

Combined single limit per occurrence	\$1,000,000
General aggregate	\$2,000,000

Automobile Liability

Combined single limit per occurrence	\$1,000,000
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8.3.0 All insurance companies affording coverage to the CONTRACTOR shall include the DISTRICT as “additional named insured” under their insurance policy, for all work performed in accordance with this agreement.

8.4.0 All insurance companies affording coverage to the CONTRACTOR shall be insurance organizations admitted by the Insurance Commissioner of the State Department of Insurance to transact business of insurance in the State of California.

8.5.0 All insurance companies affording coverage shall provide a thirty (30) day written notice to the DISTRICT should the policy be canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

8.6.0 The CONTRACTOR shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance and an original endorsement to the policy, in a form satisfactory to the DISTRICT'S legal counsel, concurrently with the submittal of this agreement.

8.7.0 The CONTRACTOR shall provide a substitute Certificate of Insurance and an endorsement no later than thirty (30) days prior to the policy expiration date. Failure by the CONTRACTOR to provide such a substitution and extend the policy expiration date shall be considered a default by the CONTRACTOR and may subject the CONTRACTOR to suspension or termination of work under this agreement.

8.8.0 Maintenance of insurance by the CONTRACTOR as specified in this agreement shall in no way be interpreted as relieving the CONTRACTOR of any responsibility and the CONTRACTOR may carry, at its own expense, such additional insurance as it deems necessary.

8.9.0 The CONTRACTOR shall obtain and maintain WORKERS COMPENSATION insurance complying with all applicable state and federal statutes.

8.9.1 Statutory Limits: WORKERS COMPENSATION policies do not have limits but are "STATUTORY". Therefore important items required on the certificate are 1) the policy number, 2) the effective and expiration dates, and 3) the certificate holders.

9.0 **CONTRACTOR'S INDEMNIFICATION OF THE DISTRICT** The CONTRACTOR shall defend and hold harmless the DISTRICT and its officers, agents and employees against all claims for damages to persons or property arising out of the conduct of the CONTRACTOR or its employees, agents, subcontractors or others in connection with the execution of work covered by this agreement, except only for those claims arising from the sole negligence or sole willful misconduct of the DISTRICT, its officers, agents or employees. The CONTRACTOR'S indemnification shall include any and all costs, expenses, attorneys' fees and liability incurred by the DISTRICT, its officers, agents or employees in defending against such claims, whether the same proceed to judgment or not. Further, the CONTRACTOR at its own expense shall, upon written request by the DISTRICT, defend any such suit or action brought against the DISTRICT, its officers, agents or employees. The CONTRACTOR'S indemnification of the DISTRICT shall not be limited by any prior or subsequent declaration by the CONTRACTOR.

10.0 **OWNERSHIP OF DOCUMENTS AND INFORMATION** A copy of all documents, correspondence and data prepared, provided and/or collected as a part of work covered by this agreement shall be the property of the DISTRICT and shall be provided upon request. Further, a computer generated copy of all information accumulated under the auspices of this agreement shall be supplied to the DISTRICT on a computer disc when requested. The CONTRACTOR may retain copies of all such materials for the purpose of documenting their participation in this agreement.

11.0 **TERMINATION OF AGREEMENT** Either party may terminate this agreement upon written notice. Contract shall become null and void 60 days after delivery of said notice.

12.0 **ASSIGNMENT AND DELEGATION** This agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CONTRACTOR'S duties be delegated without the express written agreement of the DISTRICT. This does not apply to CONTRACTOR'S assignment of receivables for financing purposes. Any attempt to assign or delegate any provision of this agreement without the express written consent of the DISTRICT shall be void and of no force and effect. The DISTRICT may delegate authority in connection with this agreement, for the purposes directing the CONTRACTOR'S performance, to any member of the DISTRICT.

13.0 INTERPRETATION OF THE AGREEMENT The interpretation, validity and enforcement of this agreement shall be governed by and construed under the laws of the State of California. This agreement does not limit any other rights or remedies available to the DISTRICT. The CONTRACTOR shall be responsible for complying with all Local, State, and Federal laws, whether or not said laws are expressly stated or referred to herein. Should any provision herein be found or deemed to be invalid, this agreement shall be construed as not containing such provision and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this agreement are severable. The Fire Marshal, under the authority of the DISTRICT and the Fire Chief, shall be the DISTRICT'S authorized representative in the interpretation and enforcement of all provisions of this agreement.

14.0 AGREEMENT MODIFICATION This agreement may not be modified orally or in any manner other than by an agreement in writing, signed by the parties hereto.

15.0 DISPUTE RESOLUTION No suit shall be brought on this agreement unless all statutory claims filing requirements have been met.

16.0 NOTICES All notices, demands, requests, consents or other communications which this agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be in writing and shall be personally delivered or mailed to the respective party as follows :

TO DISTRICT:

TO CONTRACTOR:

**Rancho Santa Fe Fire Protection District
P.O. Box 410
Rancho Santa Fe, CA 92067
(858) 756-5971
(858) 756-4799 (fax)**

16.1.0 Either party may change its address by notice to the other party as provided herein. Communications shall be deemed to have been given and received on the first to occur of (I) actual receipt at the offices of the party to whom the communication is sent, as designated above, or (II) three (3) working days following the deposit in the United States mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

17.0 AGREEMENT PERIOD The term of this agreement shall be from the date of execution to April 1, 2017. Unless otherwise extended or terminated as provided herein, this agreement will be sent out to bid an annual basis. Under emergency circumstances, this contract may be extended by two (2) years, in one year increments, by mutual agreement of both parties.

18.0 ATTACHMENTS This agreement utilizes the following DISTRICT Ordinances, Standards and documents. Attachments are for CONTRACTORS reference ONLY.

- **Fire District Ordinance 15-01**
- **1st Violation Notice**
- **2nd Violation Notice**
- **Final Violation Notice**
- **Notice to Abate Hazard Signage**
- **Local Newspaper Advertisement**
- **13'6" Roadway Vertical Clearance Diagram**
- **Palm Tree Policy**
- **Standard for Vegetation Clearance and Hazard Reduction**

ORDINANCE No. 2015-01

AN ORDINANCE OF THE RANCHO SANTA FE FIRE PROTECTION DISTRICT FOR VEGETATION MANAGEMENT, AND DECLARING CERTAIN VEGETATION, AND CERTAIN WASTE MATTER A PUBLIC NUISANCE, AND PROVIDING FOR THE REMOVAL THEREOF

WHEREAS, Health & Safety Code Section 17958.7 requires that the Fire District before making any changes or modifications pursuant to Section 17958.5 make express findings that such changes or modifications are needed due to climatic, geographic, or topographic conditions; and,

WHEREAS, the Board of Directors of the Rancho Santa Fe Fire Protection District does herewith find that the District has certain climatic, geologic, and topographical features that can have a deleterious effect on emergency services such as fire protection and emergency medical services, and,

WHEREAS, the Board of Directors finds that the modifications and changes to the Uniform Codes are reasonably necessary because of the following local climatic, geological, and topographical conditions:

1. The Rancho Santa Fe Fire Protection District is situated on the slopes of and at the base of the Coastal Mountains, with drainage from the eastern portion of the district, including the San Dieguito River and Escondido Creek, which when flooded, could result in conditions rendering fire department's vehicular traffic access unduly burdensome or impossible.

Further, the flood conditions described above carries the potential for overcoming the ability of the fire department to aid or assist in fire control, evacuations, rescues and the Emergency tasks demands inherent in such situations. The potential for the aforementioned flooding conditions to result in limiting fire department emergency vehicular traffic, with resulting overtaxing fire department personnel, may further cause a substantial or total lack of protection against fire for the buildings and structures located within the jurisdiction.

2. The Rancho Santa Fe Fire Protection District is situated near several known major faults, each capable of generating earthquakes of significant magnitude. These include the Rose Canyon Fault, the Newport-Inglewood, the Coronado Banks, and the Silver Strand Faults, located generally west of the District and the Elsinore Fault, the Agua Caliente Fault, located east of the District. These faults are subject to becoming active at any time. The Rancho Santa Fe Fire Protection District is particularly vulnerable to devastation should such an earthquake occur.

The potential effects of earthquake activity include isolating the Rancho Santa Fe Fire Protection District from the surrounding area and restricting or eliminating internal circulation due to the potential for collapsing of highway overpasses and underpasses, along with other bridges in the district, or an earth slide, and the potential for vertical movement rendering surface travel unduly burdensome or impossible.

3. The Rancho Santa Fe Fire Protection District is bisected by San Diego County Highway S6. This highway is heavily traveled by transportation vehicles carrying known toxic, flammable, explosive and hazardous materials.

The potential for release or threatened release of a hazardous material along this route and others within the district is likely given the volume-transported daily. Incidents of this nature will normally

require all available emergency response personnel to prevent injury and loss of life and to prevent, as far as practicable, property loss. Emergency personnel responding to such aforementioned incidents may be unduly impeded and delayed in accomplishing an emergency response as a result of this situation. With the potential result of undue and unnecessary risk to the protection of life and public safety and, in particular, endangering residents and occupants in buildings or structures without the protection of automatic fire sprinklers.

4. The seasonal climatic conditions during the late summer and fall create numerous serious difficulties regarding the control of and protection against fires in the Rancho Santa Fe Fire Protection District. The hot, dry weather typical of this area in summer and fall coupled with strong Santa Ana Winds frequently results in wildfires that threaten or could threaten the Rancho Santa Fe Fire Protection District. Natural vegetation occurring in our region is among the most highly flammable in the world.

5. The topography of the Rancho Santa Fe Fire Protection District presents problems in delivery of emergency services, including fire protection. Hilly terrain has narrowed, winding roads with little circulation, preventing rapid access and orderly evacuation. Many of these hills are covered with highly combustible or flammable natural vegetation. In addition to access and evacuation problems, the terrain makes delivery of water extremely difficult. Some hill areas are served by water pump systems subject to failure in fire, high winds, earthquake and other power failure situations.

Due to the topography in much of the Rancho Santa Fe Fire Protection District, roadway condition, gates, angle of approach or departure, steeply sloping roadways and grades are common. In addition, combining potentially severe rainstorms and ground water retention of many areas of the District where there is expansive soil. This produces a condition wherein the moisture content of the soil is sufficient that roadways become damaged due to soil expansion and shrinkage. All weather, paved surfaces capable of supporting the imposed loads of fire apparatus are necessary to ensure access of emergency response personnel. These roadways, gates, approach angles, steep slopes and grades can also make it difficult for fire apparatus and other emergency vehicles to access a site. It is therefore essential that these roadway accesses be provided with proper all weather, paved surfaces, angle of approach, grades and gate access.

6. The Rancho Santa Fe Fire Protection District and Southern California are semi-arid regions and experience water shortages from time to time. Those shortages can have a severely adverse effect on water availability for firefighting.

WHEREAS, certain amendments to the California Fire Code serve to mitigate to the extent possible said deleterious effects:

WHEREAS, Section 50022.1 through 50022.10, inclusive, of the Government Code and Section 13869 of the Health and Safety Code, provide authority for the adoption by reference of codes, or portion of such codes:

WHEREAS, the health and safety of the Rancho Santa Fe Fire Protection District and the residents thereof require the adoption of the following Ordinance.

WHEREAS, the formation of this Ordinance is as directed by the Health and Safety Code of the State of California, Division 12, Part 5, Abatement of Hazardous Weeds and Rubbish Sections 14875 and 14876, and Part 6, Abatement of Hazardous Weeds and Rubbish, Alternative Procedures Section 14930 through 14931.

NOW THEREFORE, the Board of Directors of the Rancho Santa Fe Fire Protection District does ordain as follows;

Ordinance Number 04-02, of the Rancho Santa Fe Fire Protection District is hereby repealed.

Section I Abatement and Management of Certain Vegetation, and Certain Waste Matter

1 DEFINITIONS.

The following words and phrases shall have the meanings respectively as described in this ordinance:

DEAD, DYING OR DISEASED TREES include pest or pathogen infested trees, abandoned or neglected groves or other trees, which are in a dying condition or no longer living.

FIRE HAZARD any condition or conduct which, in the opinion of the Fire Chef or his/her designee: (a) increases or may increase the threat of fire to a greater degree than customarily recognized as normal by individuals in the public service regularly engaged in preventing, suppressing or extinguishing fire or (b) may obstruct, delay, hinder or interfere with the operations of the fire department or the egress of occupants in the event of fire.

FUEL MODIFICATION ZONE is a strip of land where combustible vegetation has been thinned, modified or both and partially or totally replaced with approved drought-tolerant, fire-resistant, and/or irrigated plants to provide an acceptable level of risk from vegetation fires. Fuel modification reduces radiant and convective heat, thereby reducing the amount of heat exposure on the roadway or structure and providing fire suppression forces a safer area in which to take action.

GREEN WASTE includes, but is not limited to, organic material such as yard trimmings, plant waste, untreated wood wastes, paper products, natural fiber products, mulch and compost.

IMPROVEMENT means any building or structure, permanent or temporary, erected for the support, shelter, or enclosure of persons, animals, chattels, or property of any kind located in the unincorporated area of the County of San Diego and shall include agricultural crops. For purposes of this term, "improvement" shall not include fences, similar barriers enclosing, or separating areas of land.

MULCH is any chipped wood product or other combustible ground cover used in landscaping and must be not be placed within 12 inches of any stucco walls or other combustible portions of a structure.

NOXIOUS WEED shall mean any species of plant that is, or is liable to be, troublesome, aggressive, intrusive, detrimental, or destructive to agriculture, silviculture, or important native species, and difficult to control or eradicate, as defined in Section 5004 of the California Food and Agricultural Code.

PARCEL means any contiguous quantity of land in the possession of, owned by, or recorded as the property of, the same person or entity, and which is located in the unincorporated area of the County of San Diego.

RESPONSIBLE PARTY includes, but is not limited to, any person, firm, partnership or corporation

owning, renting, leasing, or otherwise controlling any parcel located in the unincorporated area of the County of San Diego.

RUBBISH is waste material including, but not limited to, garbage, waste paper, and debris from construction or demolition.

COMBUSTIBLE VEGETATION is material that in its natural state will readily ignite, i. e., burn and transmit fire from native or landscape plants to any structure or other vegetation. Vegetation includes dry grass, brush, weeds, litter or other flammable vegetation that creates a fire hazard.

2 Certain Vegetation, And Other Items Declared a Public Nuisance

"Weeds," as used in this part, means all weeds growing upon streets, sidewalks or private property within the Rancho Santa Fe Fire Protection District and includes any of the following, and are hereby declared a public nuisance:

- (a) Plants or vegetation, which bare seeds of a downy or wingy nature, which create a fire or health hazard
- (b) Sagebrush, chaparral, and any other brush or vegetation which attain such large growth as to become, when dry, a fire menace upon premises and/or to adjacent property.
- (c) Plants or vegetation, which is otherwise noxious weed or dangerous.
- (d) Poison oak and poison ivy when the conditions of growth are such as to constitute a menace to the public health.
- (e) Dry grass, stubble and weeds, which endanger the public safety by creating a fire hazard in any portion of the Rancho Santa Fe Fire Protection District, shall be mowed to a height of 4 to 6 inches.
- (f) Cultivated and useful grasses and pasture will not be declared a public nuisance. However, if the Fire Chief and/or his/her authorized representatives determine it necessary to protect adjacent improved property from fire exposure, an adequate firebreak may be required.
- (g) Any accumulation of dry grasses or other flammable vegetation within ten (10) feet of any aboveground flammable liquid or combustible gas vessel.
- (h) Trees, if determined to increase the fire hazard, due to mortality, insect infestation, disease, or lack of maintenance. Mature trees must be trimmed so that limbs are a minimum of 6 feet above the ground.
- (i) Dead and/or dying groves and/or forests.
- (j) Palm Trees all dead palm fronds including older leaves that persist on the tree, forming a "skirt" of brown thatch must be removed annually; this requirement applies to palms within 100 feet of any structure or within 20 feet of a driveway or roadway
- (k) Orchards, groves or vineyards. All orchards, groves, and vineyards shall be kept in a healthy state and maintained as described below. A 10-foot firebreak shall be cleared between

the perimeter, orchard trees or row of grape vines and native vegetation or ornamental landscaping. Orchards shall be kept cleaned of dead and or downed trees. Orchards and vineyards shall be free of combustible debris, dead branches and dead foliage. All dead grasses between rows of trees or vines shall be mowed or disked to bare soil. Mulch shall not be placed over bare soil without approval from the Fire District.

Please note: ASTHETICS are not a consideration in determining the presence of a fire hazard.

3 Waste Matter Declared a Public Nuisance

Waste matter as hereinafter defined, which by reason of its location and character would materially hamper or interfere with the prevention or the suppression of fire upon the premises or adjacent premises, or the abatement of a nuisance as defined by Sec. 12510, Health and Safety Code, is hereby declared a public nuisance.

4 Waste Material Defined

“Waste material” is defined for the purpose of this article as unused or discarded matter having no substantial market value, which is exposed to the elements and is not enclosed in any structure or otherwise concealed from public view, and which consists (without limitation or exclusion by enumeration) of such matter and material as rubble, asphalt, and other combustible material, dead vegetation stock piled. Any chipping that is done on site should be spread not to exceed 6 inches in height and be maintained at least 12 inches away from any structure.

5 Clearance of brush or vegetative growth from structures

General. Persons owning, leasing, controlling, operating or maintaining buildings or structures in, upon or adjoining hazardous fire areas, and persons owning, leasing or controlling land adjacent to such buildings or structures, shall at all times:

(a) Maintain an effective fuel modification zone by thinning, clearing away, or modifying away combustible vegetation and other flammable materials from areas within one hundred (100) feet from any structure. The area within 50 feet of a building or structure shall be cleared of vegetation that is not fire resistant and re-planted with fire-resistant plants. In the area between 50 to 100 feet from a building all dead and dying vegetation shall be removed. Native vegetation may remain in this area provided that the vegetation is modified so that combustible vegetation does not occupy more than 50% of the square footage of this area.

EXCEPTION (1):

With the approval of the Fire District, the width of the fuel modification zone may be modified based on the hazard and topography.

EXCEPTION (2): On some larger properties, partial clearing may be acceptable, depending on circumstance. Those properties approved for partial clearing, shall maintain 100 feet of defensible space to any structure, neighboring or on site. The entire lot does not need to be cleared but there must be a minimum of 50 feet of clearance around the perimeter of the property, and 20 feet clearance along existing roads and driveways.

- (b) Remove the portion of trees, which extend within ten (10) feet of the outlet of a chimney.
- (c) Maintain existing trees free of deadwood, and trim/prune at a minimum of ten (10) feet away from construction, roofs, and wood siding of any type.
- (d) Maintain the roof of a structure free of leaves, needles or other vegetative growth.
- (e) All newly planted or planted from this date forward fire-resistive tree species shall be planted and maintained at a minimum of ten (10) feet from the tree's drip line to any structure.
- (f) All newly planted or planted from this date forward non fire-resistive tree species shall be planted and maintained at a minimum of thirty-feet (30) from the tree's drip line to any structure.

6 Clearance of brush or vegetative growth from roadways

(a) **Clearance at ALL Off-Site Roadways.** The Fire Chief and/or his/her designee is authorized to cause the area within twenty (20) feet on each side of the improved width portions of highways and private streets roads which are improved, designed, or ordinarily used for vehicular traffic to be cleared of flammable vegetation and other combustible growth shall comply with the requirements of a fuel modification zone. The Fire Chief and/or his/her designee are authorized to enter upon private property to insure the fuel modification zone requirements are met.

EXCEPTION:

Single specimens of trees, ornamental shrubbery or cultivated ground cover such as green grass, ivy, succulents or similar plants used as ground covers, provided, that they do not form a means of readily transmitting fire.

(b) All roadways shall have a minimum of thirteen (13) feet six (6) inches vertical clearance free of vegetation.

7 Notice to Abate Hazard

If it is determined that a public nuisance or fire hazard as herein defined exists on any lot or premise, or upon any sidewalk, parking lot, parking area or adjacent to such lot or premise, the Fire Chief and/or his/her designee will cause a notice to be issued to abate such nuisances.

Such notice will be headed: "**NOTICE TO ABATE HAZARD**" which shall, in legible characters, direct the abatement of the nuisance or fire hazard and refer to this article and section for particulars. *Notice to Abate Hazard* served by means other than posting as provided by this article will contain a description of the property in general terms reasonably sufficient to identify the location of the nuisance.

8 Service of Notice to Abate Hazard

The notice required by Division 12, Part 5 of the Health and Safety Code may be served in any of the following manners:

(a) By personal service on the owner, occupant or person in charge or control of the property.

(b) By regular first class postage prepaid mail addressed to the owner or person in charge and control of the property, at the address shown on the last available assessment roll, or as otherwise known.

(c) By posting at a conspicuous place on the land or abutting public right-of-way and insertion of an advertisement at least once a week for a period of two weeks in a newspaper of general circulation in the Rancho Santa Fe Fire Protection District. A said newspaper advertisement will be a general notice that property in the Rancho Santa Fe Fire Protection District has been posted in accordance with this article and contains a general statement of the effect of such posting. The date of such newspaper advertisements will not be considered in computing the appeal periods provided by this article.

9 Appeal, Right of, to Board of Directors

Within ten (10) days from the date of posting, mailing or personal service of the required notice, the owner or person occupying or controlling such lots or premise affected may appeal to the Rancho Santa Fe Fire Protection District Board of Directors. Such appeal will be in writing and will be filed with the Board Clerk. At the regular or adjourned meeting of the Board of Directors, not less than five (5) days nor more than thirty-days (30) thereafter, it will proceed to hear and pass upon such appeal, and the decision of the Board of Directors thereupon will be final and conclusive.

10 Time Limit for Removal of Nuisance

It will be the duty of the owner, the agent of the owner, or the person in possession of any lot or premise in the Rancho Santa Fe Fire Protection District to abate the nuisance or fire hazard as stated within ten (10) days from the date of notification as provided herein, or in case of an appeal to the Board of Directors, within ten (10) days from the determination thereof, unless the same is sustained.

11 Abatement of Nuisance by Fire Chief

If the owner fails or neglects to abate the nuisance as herein defined, within the time specified in the article, the Fire Chief and/or his/her designee of the Fire Department, may cause such nuisances or fire hazard to be abated. Private contractors may do the abatement work. A report of the proceedings and an accurate account of the cost of abating the nuisance or fire hazard on each separate property will be filed in the Fire Prevention Office.

12 Expense of Abatement Report and Hearing

The Accounting Department of the Rancho Santa Fe Fire Protection District will keep an account for the costs of abatement plus an administrative fee for each parcel abated as defined in the Fees for Service ordinance. A written itemized Abatement Report showing the cost of removal and abatement of hazards shall be prepared for the Board's approval. At least three (3) days prior to the date of the hearing a copy of the report will be posted in a public place at the offices of the Rancho Santa Fe Fire Protection District, showing the date and time of the hearing. A copy of the report and notice of hearing date will be sent to the last known owner of the parcel as listed in the County Assessor's Office.

Auditor shall enter each assessment in the County Tax Roll opposite the parcel of land. The amount of the assessment shall be collected at the time and in the manner of ordinary municipal taxes. If delinquent, the amount is subject to the same penalties and procedure of foreclosure and sale as is provided for ordinary municipal taxes.

14 Violation

The owner, occupant, or agent of any lot or premise within the Rancho Santa Fe Fire Protection District who will permit or allow the existence of a public nuisance as defined in this Ordinance, upon any lot or premise owned, occupied, or controlled by him or her, or who shall violate any of the provisions of this Ordinance, shall be guilty of a misdemeanor and upon conviction thereof be subject to a fine of not more than Five Hundred Dollars (\$500.00), or to imprisonment for a period not exceeding six-months (6), or both.

15 Date of Effect

The Secretary to the Board of Directors will certify to the adoption of this Ordinance and cause the same to be published in the manner required by law. This Ordinance will take effect immediately after its final passage at a public hearing as required by law.

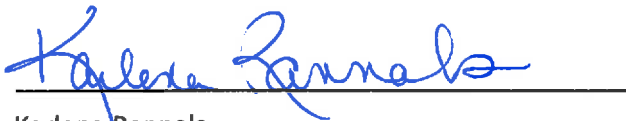
First, read at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District (RSF) of the County of San Diego, California, held on June 24, 2015. A public hearing was held August 12, 2015 and said Ordinance was adopted and ordered published in the manner required by law at their regular meeting on the 12th day of August 2015 by the following roll call vote:

AYES:	Ashcraft, Hillgren, Malin, Stine, Tanner
NOES:	None
ABSENT:	None
ABSTAIN:	None



James Ashcraft
President

Attest:



Karlana Rannals
Secretary



Rancho Santa Fe Fire Protection District

P.O. Box 410 • 18027 Calle Ambiente • Rancho Santa Fe • California 92067-0410
Tel. (858) 756-5971 • Fax (858) 756-4799

Board of Directors
James Ashcraft, President
Tucker Stine
Nancy Hillgren
Randall Malin
John C. Tanner

Fire Chief
Tony J. Michel

NOTICE TO ABATE HAZARD

NOTE: THIS IS NOT A PERMIT TO GRADE YOUR PROPERTY

Date:

Dear:

Parcel: A.P.N.

San Diego County Property records show you as owner of the parcel listed above. A recent survey determined that fire hazard(s) exist on your property as defined in Rancho Santa Fe Fire Protection District's *Ordinance 2015-01* for vegetation management. The fire district's vegetation management program has proven effective in mitigating the spread of vegetation fires and has played a part in keeping the destruction from these fires to a minimum. By this notice, we are requiring owners within the fire district to ensure their property meets these fire safety requirements at all times; doing so will reduce the loss of life and property from vegetation fire. *Please note: Some properties may require hazard abatement more than one time each year.*

LOCATION OF HAZARD:

INSTRUCTION FOR ABATEMENT:

(Visit www.rsffire.org to view *Ordinance 2015-01* in its entirety).

THIS IS CONSIDERED NOTICE to abate the aforementioned fire hazard(s) on your property in accordance with district *Ordinance 2015-01*. **Hazard abatement must be accomplished within 15 days of this notice. Properties that have not been cleared or do not comply with the requirements of *Ordinance 2015-01* within 15 days will be subject to the district's *Forced Abatement Process*. Property owners are strongly urged to arrange for the clearing of their own parcels, as the above requirements are strictly enforced. If your property is forcibly abated, the cost will be much higher than if you choose to abate the property yourself or commercially.**

If you do not own this property, have already cleared this property, feel you have received this notice in error, or wish to schedule an on-site meeting, please contact Conor Lenehan as soon as possible at (858) 756-6006. Additionally, should you disagree with the determination that a hazard exist, you may request an administrative review with the Fire Marshal.

Sincerely,

Conor Lenehan, Fire Prevention Specialist II/Forester

WARNING – ENVIRONMENTALLY PROTECTED PLANTS OR ANIMAL SPECIES

Clearing of vegetation as required by this letter that contains threatened or endangered species is subject to the Memorandum of Understanding (MOU) with the U.S. Fish and Wildlife Service (USFWS) and California Department of Fish and Game (CDFG). Deliberate take or clearing or removal beyond that specifically allowed by this notice and the MOU is not authorized and may be in violation of the State and Federal Endangered Species Act. Please contact the fire district with questions about compliance with the MOU and this notice. You should also contact USFWS at (760) 431-9440 or CDFG (858) 467-4201 if you have been notified that you have a threatened or endangered species on your property.



Rancho Santa Fe Fire Protection District

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Nancy Hillgren
Randall Malin
John C. Tanner

Fire Chief
Tony J. Michel

NOTICE TO ABATE HAZARD-SECOND NOTICE

NOTE: THIS IS NOT A PERMIT TO GRADE YOUR PROPERTY

Date:

Dear:

Parcel:

San Diego County Property records show you as owner of the parcel listed above. A recent survey determined that fire hazard(s) exist on your property as defined in Rancho Santa Fe Fire Protection District's *Ordinance 2015-01* for vegetation management. The fire district's vegetation management program has proven effective in mitigating the spread of vegetation fires and has played a part in keeping the destruction from these fires to a minimum. By this notice, we are requiring owners within the fire district to ensure their property meets these fire safety requirements at all times; doing so will reduce the loss of life and property from vegetation fire. *Please note: Some properties may require hazard abatement more than one time each year.*

LOCATION OF HAZARD:

INSTRUCTION FOR ABATEMENT:

(Visit www.rsf-fire.org to view *Ordinance 2015-01* in its entirety).

THIS IS CONSIDERED NOTICE to abate the aforementioned fire hazard(s) on your property in accordance with district *Ordinance 2015-01*. Hazard abatement must be accomplished within 10 days of this notice. Properties that have not been cleared or do not comply with the requirements of *Ordinance 2015-01* within 10 days will be subject to the district's *Forced Abatement Process*. Property owners are strongly urged to arrange for the clearing of their own parcels, as the above requirements are strictly enforced. If your property is forcibly abated, the cost will be much higher than if you choose to abate the property yourself or commercially.

If you do not own this property, have already cleared this property, feel you have received this notice in error, or wish to schedule an on-site meeting, please contact Conor Lenehan as soon as possible at (858) 756-6006. Additionally, should you disagree with the determination that a hazard exist, you may request an administrative review with the Fire Marshal.

Sincerely,

Conor Lenehan, Fire Prevention Specialist II/Forester

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John C. Tanner

Fire Chief
Tony J. Michel

NOTICE TO ABATE HAZARD – **FINAL NOTICE**

NOTE: THIS IS NOT A NOTICE TO GRADE YOUR PROPERTY

Date:

Dear:

Parcel: A.P.N.

San Diego County Property records show you as owner of the parcel number listed above. A recent survey determined that fire hazard(s) exist on your property as defined in Rancho Santa Fe Fire Protection District's *Ordinance 2015-01* for vegetation management.

LOCATION OF HAZARD: , *Rancho Santa Fe, CA 92067*

INSTRUCTION FOR ABATEMENT:

(Visit www.rsf-fire.org to view Ordinance 2015-01 in its entirety).

THIS IS CONSIDERED **FINAL NOTICE to abate the aforementioned fire hazard(s) on your property. Hazard abatement must be accomplished within 10 days of this notice. Properties that have not been cleared or do not comply with the requirements within 10 days will be subject to the district's *Forced Abatement Process*. Property owners are strongly urged to arrange for the clearing of their own parcels, as the above requirements are strictly enforced.**

Should you choose not to abate the above hazard, or make an appeal, the Fire Marshal is authorized to hire a contractor to abate the hazard. The cost of abatement and a \$500.00 administrative fee for each parcel will be assessed to your property. If payment is not received from you, these charges will be placed on the parcel by the County Auditor and collected at the time and in the manner of ordinary property taxes.

If you do not own this property, have already cleared this property, feel you have received this notice in error, or wish to schedule an on-site meeting, please contact Conor Lenehan as soon as possible at (858) 756-6006. Should you disagree with the determination that a hazard exists, you may request an administrative review with the Fire Marshal.

Sincerely,

Conor Lenehan, Fire Prevention Specialist II/Forester

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Clearing of vegetation as required by this letter that contains threatened or endangered species is subject to the Memorandum of Understanding (MOU) with the U.S. Fish and Wildlife Service (USFWS) and California Department of Fish and Game (CDFG). Deliberate take or clearing or removal beyond that specifically allowed by this notice and the MOU is not authorized and may be in violation of the State and Federal Endangered Species Act. Please contact the fire district with questions about compliance with the MOU and this notice. You should also contact USFWS at (760) 431-9440 or CDFG (858) 467-4201 if you have been notified that you have a threatened or endangered species on your property.

NOTICE TO DESTROY WEEDS OR HAZARDS

Notice is given that any weeds, grasses, dead shrubs, or dead trees upon the lot or parcel of land in the Rancho Santa Fe Fire Protection District as described by Assessors Parcel Number _____, and in the street, sidewalk, and in the parkway, adjacent thereto are a public nuisance in that they are a fire hazard or in all probability will become a fire hazard; and that any rubbish, rubble, discarded asphalt, concrete, or other waste material thereon that might interfere with the abatement of the aforementioned public nuisance are also a public nuisance.

Said public nuisances are required to be abated within 10 days of the posted date. If not abated on or before this date, the Rancho Santa Fe Fire Protection district will authorize abatement and the costs thereof will be assessed against the land and collected through tax billing. A lien will also be placed on the parcel. An administrative fee, per current fee ordinance, per parcel cleared, shall be added to abatement costs.

This notice is given pursuant to the provisions of Ordinance 2015-01. Any questions can be forwarded to Conor Lenehan, Fire Prevention Specialist II/Forester at (858) 756-6006.

Dated and posted _____.

By: Marlene Donner –Fire Marshal
Rancho Santa Fe Fire Protection District
858-756-6007

Public Notice:

DATE,

The Rancho Santa Fe Fire Protection District has posted a "Notice to Destroy Weeds or Hazards" sign on the following parcel: 123-456-78 located at 1234 El Aspecto for the following reasons; 1). 7 dead Pine trees on the property which need to be removed. 2). 2 huge piles of brush and debris on the lot to the right of the property. This is a violation of the District Ordinance 2015-01. If the hazard is not abated within 10 days, the Rancho Santa Fe Fire District will authorize abatement and the costs thereof will be assessed against the land and collected through tax billing. An administrative fee will also be added to the costs. Any questions regarding this matter can be forwarded to Conor Lenehan, Fire Prevention Specialist II/Forester at (858) 756-6006.



Rancho Santa Fe Fire Protection District

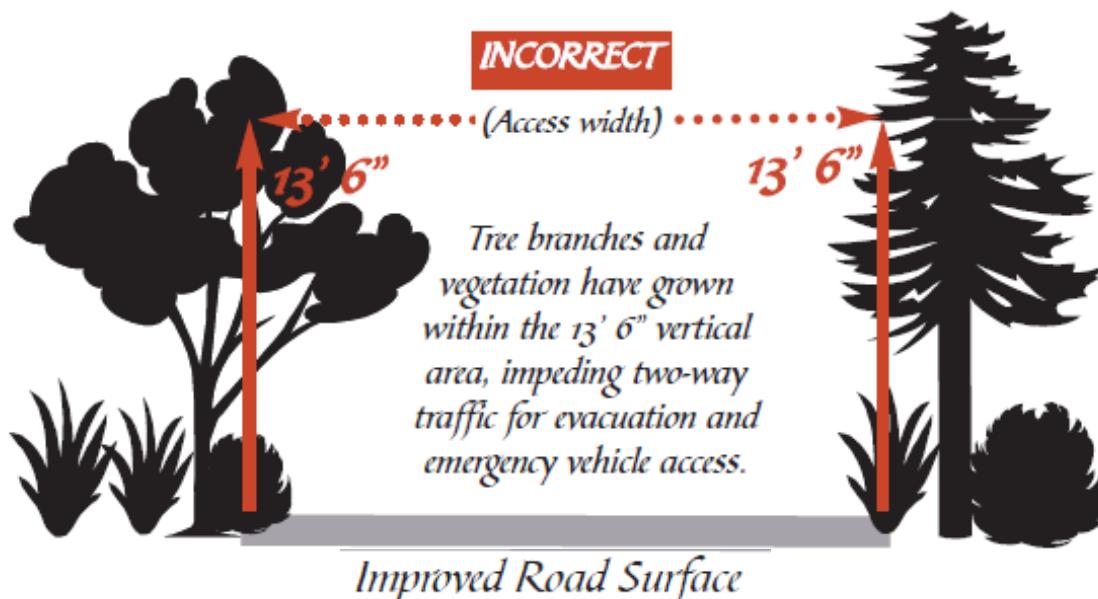
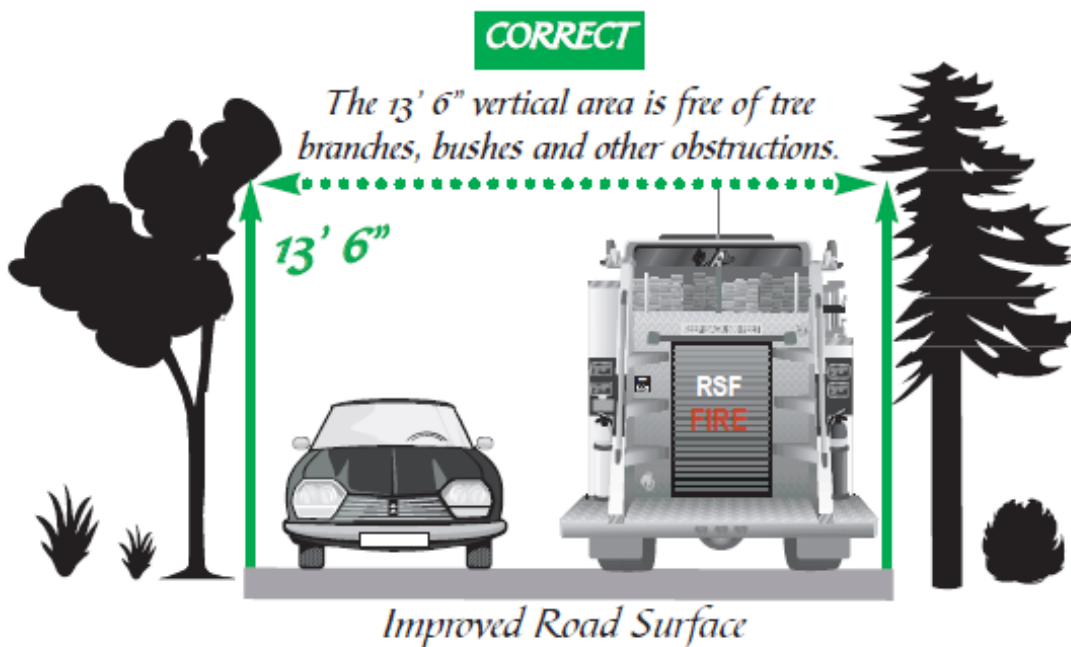
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Tony J. Michel

Vertical Clearance

To provide safer wildfire evacuation routes for residents along with adequate access routes for fire engines, all roadways must be free of obstructions. Start at the edge of the improved roadway/driveway surface and measure 13-feet, 6-inches straight up from the ground; this area must remain free of obstructions like overhanging tree branches, vegetation, signs, gates, etc.





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Palm Trees

Following the 2007 wildfires, it was determined that certain species of palms increased the fire hazard due to tree form and lack of maintenance. The following is the Rancho Santa Fe Fire Protection District requirements for palm trees.

Palm Tree Requirements (Local Policy). Palm Trees that have fibrous tissue (Photograph 1) or leaf bases (Photograph 2) on the trunk shall be planted and maintained 30 feet from the trees drip line to any combustible structure. Some examples of tree species with fibrous tissue are *Chamaerops humilis* (Mediterranean Fan Palm), *Phoenix canariensis* (Canary Island Date Palm), *P. dactylifera* (Date Palm), *P. reclinata* (Senegal Date Palm), *P. roebelenii* (Pygmy Date Palm), and *Trachycarpus fortunei* (Windmill Palm). The *Washingtonia robusta* (Mexican Fan Palm) is an example of a palm tree with leaf bases. All dead palm fronds including older leaves that persist on the tree, forming a “skirt” of brown thatch (Photograph 3) shall be removed annually; this requirement applies to palms within 100 feet of any structure or within 20 feet of a driveway or roadway.

Exception: Existing palms that can be “skinned” or cleaned of the fibrous tissue or leaf bases may remain within 30 feet of any combustible structure. These trees shall be maintained annually.



Photograph 1. Palm with fibrous tissue on the trunk.



Photograph 2. Leaf bases on Mexican Fan Palm trunk.



Photograph 3. Mexican Fan Palm with “skirt”.





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Standard for Vegetation Clearance and Hazard Reduction

Note: This is not a notice to grade your property.

Definition:

Hazard reduction (sometimes called vegetation management or weed abatement) is the reduction or removal of brush, vegetative overgrowth and other waste determined to be a fire hazard or public nuisance.

1. Properties are to be maintained in compliance with these requirements (as defined in RSFFPD Ordinance 2015-01) **year round**.
2. Trash, rubbish, debris and other combustible materials that create a fire hazard must be removed from the property and properly disposed of.
3. Roadways, driveways and access roads shall be clear of combustible vegetation to at least the width of the roadway plus 20-feet on each side, and to a height of thirteen and one-half (13½) feet vertically from the streets edge.
4. For properties that abut structures: A minimum 100-feet of clearance of native and/or combustible vegetation must be maintained at the property lines abutting the structures. All distances shall be measured in a horizontal plane.
5. Improved properties consisting of one (1) acre or less shall be maintained in their entirety under the aforementioned hazard reduction requirements. Weeds shall be cut to at least 6”.
6. Sloped properties (10% or greater) consisting of more than one (1) acre shall have a minimum clearance from structures of 100-feet up slope or down slope. All distances shall be measured in a horizontal plane.

Acceptable Methods for Clearing and Removal

Note: This is not a grading permit

1. Clearing may be done using methods like mowing and trimming that leave the plant root structure intact to stabilize the soil. Disking, which exposes bare mineral soil, may be used if deemed necessary by the Rancho Santa Fe Fire Protection District.
2. Clearance of properties shall be accomplished by methods that will not disturb native soil or rootstock. **Grading shall not be used to clear properties without a valid County of San Diego Department of Planning and Land Use grading permit.**
3. Selective clearing (thinning) of native chaparral may be approved by the Rancho Santa Fe Fire Protection District. Cuttings may be mulched and left on top of the soil to a maximum depth of six-inches (6”), or may be hauled to an approved County landfill site.
4. Mature trees must be trimmed to ten-feet (10’) above nearest vegetation undergrowth or as approved by the Rancho Santa Fe Fire Protection District, and must be cut back at least ten-feet (10’) from chimneys. All bark, leaves and other debris must be removed from the ground and roof.