



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
Fred Cox

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 June 19, 2020 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, Deputy Fire Marshal, at (858) 756-6006 or at Lenehan@rsf-fire.org.



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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, Deputy Fire Marshal, 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 June 19, 2020 at 5pm. For any additional questions contact Conor Lenehan at (858) 756-6006 or Lenehan@rsf-fire.org.

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 2019-02.

THIS AGREEMENT is made and entered into this _____ day of _____, 2020, 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 a “First” and “Final” violation notification 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) calendar 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, 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 _____ . 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 19-02**
- **1st 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**

19.0 SIGNATURES The individuals executing this agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this agreement on behalf of the respective legal entities of the CONTRACTOR and the DISTRICT.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Services Agreement to be executed by setting hereunto their signatures this _____ day of _____, 2020.

Contractor Signature

Print Name

Date

Marlene Donner, Fire Marshal

Date

Fred Cox , Fire Chief

Date

Federal Employee ID Number

Ordinance No. 2019-02

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

The Board of Directors of the Rancho Santa Fe Fire Protection District ordains as follows:

Article I. The Rancho Santa Fe Fire Protection District finds and determines that the purpose of this Ordinance is to prohibit the accumulation of combustible vegetation, dead, dying, or diseased trees, green waste, waste matter, and other flammable/combustible materials, which are dangerous to property and to the health, welfare, and safety of residents. Uncontrolled wildfires pose a serious threat to human lives and property. The goal of this ordinance is to protect lives and property from the threat of wildfire by requiring the abatement of combustible vegetation which increases community safety, the level of protection for habitable structures, and gives fire suppression personnel a defensible area to conduct operations in the event of wildland fire. The ordinance will allow for public nuisance abatement when property owners allow combustible vegetation and other flammable materials to accumulate in violation of this ordinance.

Article II. The Rancho Santa Fe Fire Protection District is designated as a Very High Fire Hazard Severity Zone and is located in a mountainous and/or hilly region of southern California. The Rancho Santa Fe Fire Protection District contains or adjoins forest-covered lands, brush-covered lands, grass covered lands, or other land which is covered with combustible vegetation. All native vegetation within the Rancho Santa Fe Fire Protection District constitutes a seasonal and recurrent nuisance pursuant to Health and Safety Code Section 14900.5.

Article III. The enactment of this Ordinance is pursuant to the authority granted under Health and Safety Codes Sections 13861(h); 13879 and 14875 et seq.; and 14930 as well as authority granted under Public Resource Codes Sections 4290 (a) and 4291 (a)-(f) and California Code of Regulations Title 14 Division 1.5 Chapter 7 Subchapter 2 Article 1 Section 1272.00.

Article IV. Abatement and Management of Certain Vegetation, and Certain Waste Matter

Section 1. DEFINITIONS.

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

1.01 COMBUSTIBLE VEGETATION, also referred to as flammable 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. COMBUSTIBLE VEGETATION includes any of the following plants or vegetation:

1.01.1 Dry grass, brush, weeds, litter, dead/dying trees or other flammable vegetation that endanger public safety by creating a fire hazard in any portion of the Rancho Santa Fe Fire Protection District.

- 1.01.2 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.
- 1.01.3 Plants or vegetation which is otherwise considered noxious weed or dangerous.
- 1.01.4 Poison oak and poison ivy when the conditions of growth are such as to constitute a menace to the public health.
- 1.01.5 Trees, if determined to increase the fire hazard, due to mortality, insect infestation, disease, or lack of maintenance.
- 1.01.6 Dead and/or dying groves and/or forests.
- 1.01.7 Palm Trees all dead palm fronds including older leaves that persist on the tree, forming a "skirt" of brown thatch.
- 1.01.8 Any accumulation of dry grasses or other flammable vegetation within ten (10) feet of any aboveground flammable liquid or combustible gas vessel.
- 1.01.9 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
- 1.02 COMBUSTIBLE MULCH is any layer of material applied to the surface of soil and in its natural state, will ignite, burn and be capable of transmitting fire to landscape or to any structure. Combustible mulch shall be categorized as:
 - 1.02.1 COMPOSTED MULCH is defined as screened or refined composted wood chips or other organic materials.
 - 1.02.2 CHIPPED OR SHREDDED VEGETATION WASTE, WOOD PRODUCTS, BARK AND NUGGET MULCH is defined as coarsely chipped or shredded organic materials that have been recently produced and through have not gone composting process. Examples include chipped or shredded vegetation waste, chipped or shredded wood products, logging waste, bark or wood nuggets, and needles.
 - 1.02.3 RUBBER MULCH is defined as chipped or shredded mulch coming from 100 percent recycled rubber.
- 1.03 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.
- 1.04 DEFENSIBLE SPACE is an area either natural or man-made, where material capable of allowing a fire to spread unchecked has been abated, treated, cleared or modified to slow the rate and intensity of an advancing wildfire and to create an area for fire suppression operations to occur.
- 1.05 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.

- 1.06 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.
- 1.07 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.
- 1.08 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.
- 1.09 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.
- 1.10 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.
- 1.11 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.
- 1.12 RUBBISH is waste material including, but not limited to, garbage, waste paper, and debris from construction or demolition.

Section 2. CERTAIN VEGETATION AND OTHER ITEMS DECLARED A PUBLIC NUISANCE.

- 2.01 The following are declared to be public nuisances within the areas of the Rancho Santa Fe Fire Protection District and it shall be the responsibility of the owner of the parcel, upon which such nuisance exists, to abate such nuisances at his or her own expense whenever they may exist:
 - 2.01.1 All weeds, COMBUSTIBLE VEGETATION, green waste, rubbish, certain mulch products and other such accumulations of combustible materials when such accumulations are within one hundred (100) feet of any building or structure designed or intended for occupancy by humans or animals that violate the defensible space requirements of this ordinance.
 - 2.01.2 Any vegetation growing upon the streets, sidewalks or upon private or public property within the Rancho Santa Fe Fire Protection District, which by reason of its size, type, manner of growth, proximity to any building, or improvements, which when dry will with reasonable probability constitute a fire hazard, said

vegetation or other items are hereby declared to be a public nuisance and shall be abated to the satisfaction of the Fire Chief or their designee.

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

2.01.4 INVASIVE SPECIES. Any Noxious or Invasive weed or plant designated by a Federal, State, or County government as injurious to public health, agriculture, recreation, wildlife or property shall be eradicated on properties in the District. Due to their flammable characteristics, potential to increase fuel density, and their ability to degrade natural and planted landscapes, invasive plants, as recognized by the San Diego County Agriculture, Weights & Measures Division, shall be removed within 100 feet of all structures.

Section 3. WASTE MATTER DECLARED A PUBLIC NUISANCE

3.01 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.

Section 4. WASTE MATERIAL.

4.01 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, dead vegetation stock piled, garbage and other combustible material. Any chipping that is done on site shall be spread not to exceed three (3) inches in depth and shall be maintained away from any habitable structure according to this ordinance.

Section 5. CLEARANCE OF BRUSH OR VEGETATIVE GROWTH FROM STRUCTURES TO CREATE DEFENSIBLE SPACE.

5.01 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 maintain an effective fuel modification zone/defensible space of one hundred (100) feet from any structure. This 100 (foot) space shall be broken down into three (3) distinct zones:

Zone 1: 0-5 (feet) from a structure:

5.01.1 Any COMBUSTIBLE VEGETATION, any dead or dying materials, combustible materials such as hay bales, accumulation of ground needles and leaf litter shall be removed within this zone.

5.01.2 All accumulations of needle and leaf litter shall be removed from roofs, rain gutters, deck, and porches.

- 5.01.3 For existing landscape, landscape plantings shall be fire resistive, properly irrigated and maintained. Vegetation should not come in contact with the structure and specimen spacing shall be such as not to allow the transfer of fire from plant to plant, or from plant to the structure. Combustible mulch should not be utilized in this zone, but in no case shall it be closer than twelve (12) inches for any portion of the structure.
- 5.01.4 From this date forward, all new construction or any replacement landscape installations shall NOT have any combustible mulch five within this (5) foot zone from the furthest attached exterior point of the home. Landscape plantings shall only be irrigated lawn or Fire District approved low-growing properly spaced fire resistive shrubs or herbaceous (non-woody) plants. Vegetation shall not come in contact with the structure and specimen spacing shall be such as not to allow the transfer of fire from plant to plant, or from plant to the structure.
- 5.01.5 Any combustible materials that could catch fire shall not be stored under decks, exterior stairways and balconies. Combustible patio furniture, umbrellas, trash receptacles, or other combustible items should not be stored or placed directly adjacent to structures.
- 5.01.6 Firewood shall be stored a minimum of thirty (30) feet from any structure unless covered in a fire resistive material; or thirty (30) from the property line if there is an adjoining structure to the property line.
- 5.01.7 All fire place chimney flues must have a metal screen covering with openings of 3/8 inch to 1/2 inch.

Zone 2: 6-50 (feet) from a structure:

- 5.01.8 The area from six (6) to fifty (50) feet of a building or structure shall be cleared of vegetation that is not fire resistant and if re-planted, it shall be with fire-resistant plants. Fire resistive planting materials shall be Fire District approved, properly irrigated, spaced, and maintained. Any weeds or dead grasses shall be cut to a height not to exceed four (4) inches. Single specimens of trees, ornamental shrubbery or ground covers approved by the Fire District are permissible provided they are irrigated and that they do not form a means of rapidly transmitting fire to any structure or from the native growth to any structure. The Fire District must approve of such specimens and will provide the spacing requirements according to the desired planting species.
- 5.01.9 All trees and shrubs in this zone shall be properly maintained free of deadwood, litter or dead palm fronds. Trees canopies shall be maintained per section 5.02.2 and if in vicinity of structures shall be shall be trimmed up to ten (10) feet from rooflines.
- 5.01.10 Remove any portion of trees, which extend within ten (10) feet of the outlet of a

chimney.

- 5.01.11 Composted wood chip mulch may be used in a limited non-continuous fashion for landscaping purposes. Depth shall not exceed 3 (inches). Course non-composted wood or vegetation chips, bark or wood nuggets, rubber mulch, or other shredded mulch shall not be utilized within thirty (30) feet of habitable structures.
- 5.01.12 All newly planted fire-resistive tree species from this date forward, shall be planted and maintained at a minimum of ten (10) feet from the tree's drip line to any structure utilizing 2/3 of the trees mature canopy size.
- 5.01.13 All newly planted non fire-resistive tree species from this date forward, shall be planted and maintained at a minimum of thirty (30) feet from the tree's drip line to any structure utilizing 2/3 of the trees mature canopy size. Newly planted trees of this nature must be approved by the Fire District and strictly comply with the Fire Districts landscape standards.

Zone 3: 51 - 100 (feet) from a structure:

- 5.01.14 COMBUSTIBLE VEGETATION in this zone must be removed by methods such as mowing, thinning and trimming, or by other means modification of that leave the plant root structure intact to stabilize the soil. Native vegetation may remain in this area provided that the vegetation is modified so that COMBUSTIBLE VEGETATION does not occupy more than twenty (20) percent of the square footage of this area and is spaced as identified in sections 5.02.1. horizontal spacing requirements and 5.02.2 vertical spacing requirements.
 - 5.01.15 Accumulated leaf litter or any combustible mulch in this zone may not exceed three (3) inches in depth.
- 5.02 Additional requirements in the 100 (foot) defensible space zone:
- 5.02.1 Spacing for fire resistive landscape plantings and for single species of plants, trees, shrubs, etc., shall be according to plant species as approved by the Fire District. Horizontal spacing of native vegetation in zone three (3) shall be at least three (3) the height of the vegetation for flat areas, four (4) times the height of the vegetation for moderately sloped areas, and six (6) times the height of vegetation for high sloped areas.
 - 5.02.2 Vertical spacing between tree canopies shall be maintained at ten (10) feet for flat areas, twenty (20) feet for moderately sloped areas, and (30) feet for high sloped areas.
 - 5.02.3 Maintain all trees free of deadwood, dead palm fronds within one hundred (100) feet of a structure, and trim/prune at a minimum of ten (10) feet away from

construction, roofs, and wood siding of any type.

- 5.02.4 All mature trees within this one hundred (100) foot zone shall be trimmed to a minimum height of six (6) feet above the ground. If shrubs are planted underneath the tree, the tree shall be trimmed three (3) times the height of the materials planted under the tree or up to one third (1/3) of the tree height.
- 5.02.5 Liquid Propane Gas tanks shall have a minimum of ten (10) feet of bare mineral soil clearance with no flammable vegetation around their exterior.
- 5.02.6 Addresses shall be displayed (4" minimum size) in contrasting colors and must be readable from the street or access road.
- 5.03 Provisions of this ordinance are not intended to conflict with specific fire management and fuel modification plans for master planned communities. If such a conflict occurs, the more restrictive provision shall apply.
- 5.04 Provisions of this ordinance are not intended to conflict with any Federal or State requirements which may limit vegetation removal in recognizable riparian (stream side) zones or vernal pool depressions.
- 5.05 Provisions of this ordinance are not intended to conflict with regulations of the California Department of Fish and Game or U.S. Fish and Wildlife Service concerning the occurrence of rare, threatened, or endangered species. Landowners who have received notice on their property in areas subject to fuel break clearance must notify both agencies in writing at least 10 days prior to vegetation clearing. The agencies will have up to 10 days following such notification to (1) determine whether the proposed clearing complies with State and/or Federal endangered species requirements and (2) to suggest voluntary, alternative abatement measures if feasible and warranted. Failure of the agencies to respond within 10 days will allow the landowner to proceed with abatement activities without further delay. Failure by landowners to provide adequate notification as described above may render landowners liable under State and Federal law.

Section 6. INCREASED DEFENSIBLE SPACE MORE THAN 100 FEET FROM STRUCTURES.

- 6.01 The Fire Chief or their designee may require an increase of defensible space due to topographical or geographical concerns. If required parcels are to maintain a defensible space clearance greater than the required one hundred (100) feet to all habitable structures a written order shall be issued when this increased defensible space requirement shall be required.

Section 7. DEFENSIBLE SPACE ALONG PROPERTY LINES.

- 7.01 No responsible party shall permit on a parcel any accumulation of COMBUSTIBLE VEGETATION, dead, dying or diseased trees, green waste, waste matter, or other flammable/combustible materials within fifty (50) feet of the property line when such accumulation endangers or encroaches on the required Defensible Space for improvements on an adjacent property. The Fire Chief or their designee may require a distance greater than fifty (50) feet but not to exceed one hundred (100) feet when it is

determined that the greater distance is necessary to provide Defensible Space for improvements on an adjacent property.

Section 8. VACANT PARCELS.

8.01 Dry grass and weeds on vacant parcels shall be mowed in entirety to a stubble height of no more than four (4) inches. Dead/dying trees, litter, and any accumulation of “waste materials” shall be removed. Vacant parcels shall maintain roadway clearance as defined in Section Nine (9).

8.01.1 EXCEPTION: On larger parcels, as determined by the Fire Chief or their designee, partial clearing may be acceptable, depending on circumstance. Those properties approved for partial clearing, shall maintain one hundred (100) feet of defensible space to any structure, neighboring or on site. The entire lot with approval of the Fire Chief or their designee may not need to be cleared in entirety, but there must be a minimum of seventy-five (75) feet of clearance around the perimeter of the property if deemed a fire hazard, and a minimum of twenty (20) feet clearance along existing roads and driveways.

Section 9. CLEARANCE OF BRUSH OR VEGETATIVE GROWTH FROM ROADWAYS.

9.02 The Fire Chief or their 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. Vegetation shall not protrude into the roadway and shall have a minimum of thirteen (13) feet six (6) inches vertical clearance free of vegetation. The Fire Chief or their designee are authorized to enter upon private property to insure the fuel modification zone requirements are met.

9.02.1 EXCEPTION (1): 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.

9.02.2 EXCEPTION (2): Specific areas or developments with fire management plans may require up to 30 feet of roadway clearance dependent on site approval conditioning.

9.02.3 EXCEPTION (3): For severe fire hazard areas and evacuation routes, the Fire Chief or their designee is authorized to require thirty (30) feet of roadway clearance of flammable vegetation and other combustible growth and shall comply with the requirements of a fuel modification zone.

Section 10. ORCHARDS, GROVES OR VINEYARDS.

10.01 All orchards, groves, and vineyards shall be kept in a healthy state and maintained as described below. A ten (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 either be mowed or disked to bare soil unless erosion is a factor. Mulch shall not be placed over bare soil without approval from the Fire District.

Section 11. GRADING.

- 11.01 The provisions of this chapter shall not be construed to authorize grading which does not comply with the San Diego County regulations regarding grading, clearing and watercourses found in Division 7 of Title 8 of the San Diego County Code.

Section 12. NOTICE TO ABATE HAZARD.

- 12.01 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 or their designee will cause a notice to be issued to abate such nuisances.
- 12.02 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.

Section 13. SERVICE OF NOTICE TO ABATE HAZARD.

- 13.01 The notice required by Health and Safety Code § 14875-14922 may be served in any of the following manners:
- 13.01.1 By personal service on the owner, occupant or person in charge or control of the property.
- 13.01.2 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.
- 13.01.3 By posting in a conspicuous place on the land or adjacent public right of way a notice in conformance with Section 14891 and similar to Section 14892 of the Health and Safety Code, not more than 100 feet in distance apart, along such right of way with at least one notice posted on each lot or parcel.

Section 14. APPEAL, RIGHT OF, TO BOARD OF DIRECTORS.

- 14.01 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 (30) days 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.

Section 15. TIME LIMIT FOR REMOVAL OF NUISANCE.

15.01 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.

Section 16. ABATEMENT OF NUISANCE BY FIRE CHIEF.

16.01 If the owner fails or neglects to abate the nuisance as herein defined, within the time specified in the article, the Fire Chief or their designee of the Fire District 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.

Section 17. EXPENSE OF ABATEMENT REPORT AND HEARING.

17.01 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. Costs for abatement shall include any and all administrative costs including, but not limited to, cost of mailing, Fire District's personnel time, computer retrieval, plus contractor's abatement costs.

Section 18. GOVERNMENT CODE PROVISIONS ADOPTED AND COLLECTION ASSESSMENTS.

18.01 The provisions of the Government Code Sections 39580 through 39586 and Section 14912 of the Health and Safety Code of the State of California incorporated by reference and are made a part of this Ordinance. The County 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, and if delinquent, the amount is subject to the same penalties and procedure of foreclosure and sale as provided for ordinary municipal taxes. The Rancho Santa Fe Fire Protection District may force abate the problem on behalf of the landowner. Upon said forced abatement, the District may assess all related costs for cost recovery. Upon completion of the work, the District may lien the property as described in the prior paragraph or assigns their interest to a private corporation as payment for the work provided. The assignee of said claim shall be authorized to sue for collection of money due. Upon collection on said lawsuit, the Rancho Santa Fe Fire Protection District shall receive the first monies up to what is

owed to the District for services performed, after the Fire District has been satisfied, the collection facility shall be paid for their work and then the assignees shall be paid. 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.

Section 19. VIOLATION.

19.01 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 (6) months or both.

Section 20. VALIDITY.

20.01 The Board of Directors hereby declares that should any section, paragraph, sentence or word of this Ordinance or the Codes or Ordinances referenced herein be declared for any reason to be invalid, it is the intent of this Board that it would have adopted all other portions of this Ordinance independent of the eliminations from any such portion as may be declared invalid.

Section 21. DATE OF EFFECT.

21.01 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 thirty (30) days after its final passage at a public hearing as required by law, thus repealing Ordinance No. 2015-01.

First Read at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District of the County of San Diego, California, on the 10th day of April 2019. A public hearing was held May 15, 2019 and said Ordinance was adopted and ordered published in the manner required by law at their regular meeting on the 15th day of May 2019 by the following roll call vote:

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

[Signatures next page]



James Ashcraft
President

ATTEST



Karlena 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
John C. Tanner
Nancy Hillgren
Randall Malin
Tucker Stine

Fire Chief
Fred Cox

NOTICE TO ABATE HAZARD

NOTE: THIS IS NOT A PERMIT TO GRADE YOUR PROPERTY

Date:

Dear:

OR SUCH PERSON IN CHARGE, POSSESSION OF OR CONTROL OF THE PROPERTY

Parcel: A.P.N.

San Diego County Property records show you as the owner of the parcel listed above. A fire hazard(s) exist on your property as defined in Rancho Santa Fe Fire Protection District's ("RSFFPD") *Ordinance 2019-02* for vegetation management. The RSFFPD'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 RSFFPD 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 2019-02* in its entirety).

THIS IS CONSIDERED NOTICE TO ABATE the aforementioned fire hazard(s) on your property in accordance with RSFFPD *Ordinance 2019-02*. **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 RSFFPD *Ordinance 2019-02* within 15 days will be subject to RSFFPD'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. **PLEASE REFER TO RSFFPD ORDINANCE 2019-02 AS IT AFFECTS YOUR RIGHTS!**

This Notice does not authorize you or anyone on your behalf to access adjoining property to abate the hazard or to take any action on your property in contravention of any recorded restrictions, covenants or conditions.

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 Brandon Closs (closs@rsf-fire.org) as soon as possible at (858) 756-6009. Additionally, should you disagree with the determination that a hazard exists, you may request an administrative review with the Fire Marshal.

Sincerely,

Brandon Closs, Fire Prevention Specialist

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

P.O. Box 410 • 18072 Calle Ambiente • Rancho Santa Fe • California 92067-0410
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Board of Directors
James Ashcraft, President
John Tanner
Nancy Hillgren
Randall Malin
Tucker Stine

Fire Chief
Fred Cox

NOTICE TO ABATE HAZARD – **FINAL NOTICE**

NOTE: THIS IS NOT A NOTICE TO GRADE YOUR PROPERTY

Date:

Dear:

OR SUCH PERSON IN CHARGE, POSSESSION OF OR CONTROL OF THE PROPERTY

Parcel: A.P.N.

San Diego County Property records show you as the owner of the parcel number listed above. It has been determined that fire hazard(s) exist on your property as defined in Rancho Santa Fe Fire Protection District's ("RSFFPD") *Ordinance 2019-02* for vegetation management. You have failed to address this issue after prior notice.

LOCATION OF HAZARD:

INSTRUCTION FOR ABATEMENT:

(Visit www.rsffire.org to view Ordinance 2019-02 in its entirety).

THIS IS CONSIDERED FINAL NOTICE to abate the aforementioned fire hazard(s) on your property in accordance with RSFFPD *Ordinance 2019-02*. **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 RSFFPD'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. **PLEASE REFER TO RSFFPD ORDINANCE 2019-02 AS IT AFFECTS YOUR RIGHTS!**

Should you choose not to abate the above hazard, nor make an appeal, RSFFPD is authorized to hire a contractor to abate the hazard. The cost of abatement shall include, but is not limited to, the cost of the abatement, a Fire District administrative fee, and if applicable, include reasonable attorneys' fees and other costs incurred by the District to enforce such abatement. All abatement costs shall be billed to the parcel owner. **Nonpayment of abatement costs shall constitute a special assessment to be placed on the respective parcel of land by the County of San Diego and collected at the time and in the manner of ordinary property taxes.**

This Notice does not authorize you or anyone on your behalf to access an adjoining property to abate the hazard or to take any action on your property in contravention of any recorded restrictions, covenants or conditions.

If you do not own this property, have already cleared this property, believe you have received this notice in error, or wish to schedule an on-site meeting, please email Weedabatement@RSF-Fire.org as soon as possible; or contact the inspector listed below at (858) 756-5971. Should you disagree with the determination that a hazard exists, you may appeal this determination to the Board of Directors of RSFFPD within ten (10) days as set forth in RSFFPD *Ordinance 2019-02*.

Sincerely,

, Fire Prevention Specialist

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.

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 2019-02. Any questions can be forwarded to Conor Lenehan, Deputy Fire Marshal 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 2019-02. 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, Deputy Fire Marshal at (858) 756-6006 or at Lenehan@rsf-fire.org.



Rancho Santa Fe Fire Protection District

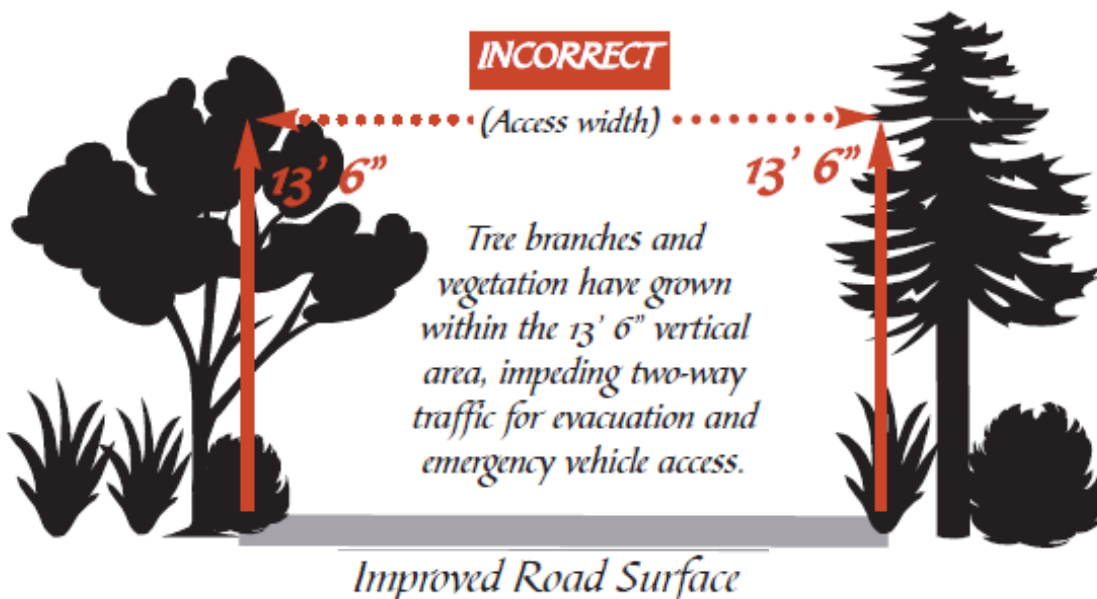
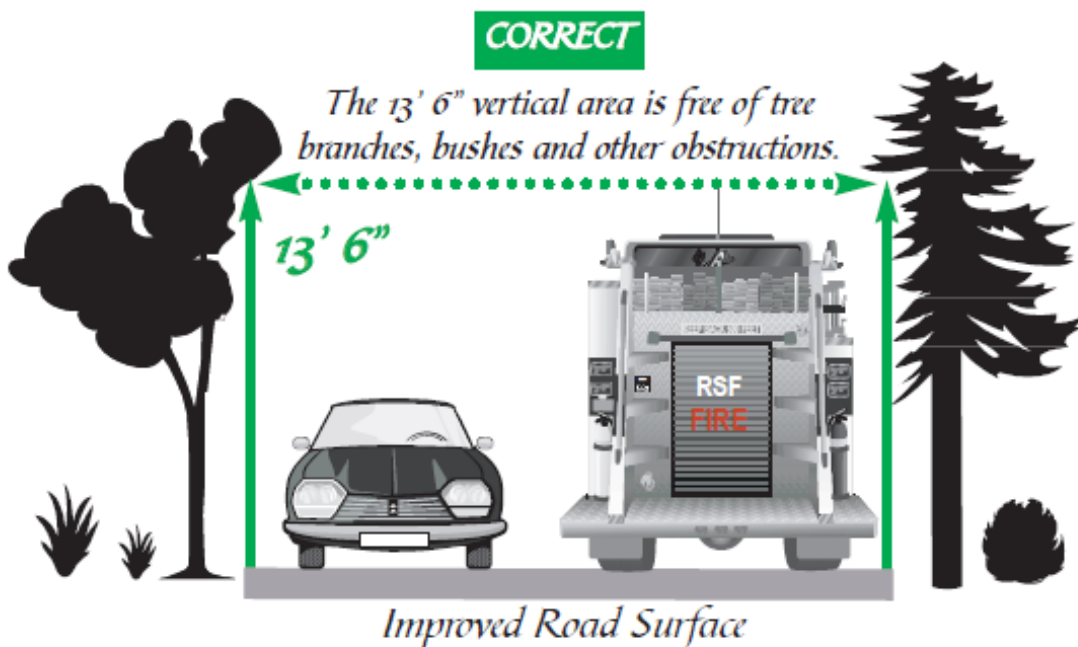
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Tucker Stine

Fire Chief
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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Fire Chief
Fred Cox

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 2019-02) **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 four (4").
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 three-inches (3"), or may be hauled to an approved County landfill site.
4. Mature trees must be trimmed to a minimum six-feet (6') 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.