



RANCHO SANTA FE FIRE PROTECTION DISTRICT BOARD OF DIRECTORS MEETING AGENDA

Rancho Santa Fe FPD
Board/Community Room – 16936 El Fuego
Rancho Santa Fe, California 92067

June 17, 2009
Regular Session **2:30 pm**

RULES FOR ADDRESSING BOARD OF DIRECTORS

Members of the audience who wish to address the Board of Directors are requested to complete a form near the entrance of the meeting room and submit it to the Board Clerk.

Any person may address the Board on any item of Board business or Board concern. The Board cannot take action on any matter presented during Public Comment, but can refer it to the Administrative Officer for review and possible discussion at a future meeting. As permitted by State Law, the Board may take action on matters of an urgent nature or which require immediate attention. The maximum time allotted for each presentation is FIVE (5) MINUTES.

Pledge of Allegiance

1. Roll Call
2. Public Comment
3. Motion waiving reading in full of all Resolutions/Ordinances

All items listed on the Consent Calendar are considered routine and will be enacted by one motion without discussion unless Board Members, Staff or the public requests removal of an item for separate discussion and action. The Board of Directors has the option of considering items removed from the Consent Calendar immediately or under Unfinished Business.

4. Consent Calendar

- a. Board of Directors Minutes
 - i) APPROVE the Board of Directors minutes of May 13, 2009
ACTION REQUESTED: **APPROVE**

b. Receive and File

i) Monthly/Quarterly Reports – ACTION REQUESTED: **INFORMATION**

(1) List of Demands

| | |
|--|---------------------|
| Check 19351 thru 19423 for the period May 1 – 31, 2009 totaling: | \$293,207.00 |
| Payroll for the period May 1 – 31, 2009 | <u>\$460,072.57</u> |
| TOTAL DISTRIBUTION | \$753,279.57 |

(2) Activity Reports – May 2009

- Fire Prevention
- Operations
- Training

(3) District Articles – May 2009

(4) Correspondence - letters/cards were received from the following members of the public:

- Mullins
- Department of Forestry and Fire Protection
- City of Poway
- Tanner
- Mrs. Pugley's Class
- Joel Anderson Assemblyman, District 77
- Burn Institute
- California Fire Alliance
- International Code Council

5. Old Business

a. None

6. New Business

a. Budget Authorization

To discuss and/or approve the request to upgrade fire station alerting system – [Staff Report 09-10](#)

ACTION REQUESTED: **APPROVE**

b. Contracts

1. Schoenfelder Sewer Easement Agreement

To discuss and/or approve the request from Jerry Schoenfelder for a sewer easement on property owned by the Fire District, and authorizes the Board President to sign the contract. [Staff Report 09-11](#)

ACTION REQUESTED: **APPROVE**

2. Interim Fire Station Lease Agreement Horizon Christian Fellowship

To discuss and/or approve the agreement to site a temporary fire station at the Horizon Christian Fellowship Church and authorizes the Board President to sign the contract. [Staff Report 09-12](#)

ACTION REQUESTED: **APPROVE**

c. Fixed Charge Special Assessment for Weed Abatement

To discuss and/or approve a special assessment on Parcel No. 269-030-35 for nonpayment of forced abatement fees. [Staff Report 09-13](#)

ACTION REQUESTED: **AUTHORIZE PARCEL (1) SPECIAL ASSESSMENT**

d. Preliminary Budget FY10

To discuss and/or approve the preliminary budget for the next fiscal year and schedule a public hearing for final adoption.

ACTION REQUESTED: **ADOPT**

e. Meeting Schedule – September 9, 2009

To discuss a possible change in the meeting date for the regular Board of Directors meeting scheduled for September 9, 2009 due to a potential conflict.

ACTION REQUESTED: **Motion to change meeting date, if determined by Board of Directors**

7. Oral Reports

- a. Fire Chief – Pavone
 - i) Fairbanks Ranch Replacement Fire Station – Update
 - ii) Solana Beach/Del Mar – Update
 - iii) District Activities
- b. Operations – Deputy Chief Michel
- c. Training – Battalion Chief Davidson
- d. Fire Prevention - Fire Marshal Hunter
- e. Administrative Manager – Rannals
- f. Board of Directors
 - i) North County Dispatch JPA – Update
 - ii) County Service Area – 17 – Update
 - iii) Comments

8. Closed Session

- a. With respect to every item of business to be discussed in closed session pursuant to Section 54956.8
 - i) Conference with negotiators for the following real property
 - (1) APN 266-182-21
 - (2) APN 266-182-22Negotiating Parties: James Ashcraft, Director; Nancy C. Hillgren, Director; Nick Pavone, Fire Chief
Under Negotiation: Both Price and Terms of Payment
- b. With respect to every item of business to be discussed in closed session pursuant to Section 54956.8
 - i) Conference with negotiators for the following real property
 - (1) APN 266-281-05Negotiating Parties: James Ashcraft, Director; Nancy C. Hillgren, Director; Nick Pavone, Fire Chief
Under Negotiation: Both Price and Terms of Payment

9. Adjournment



RANCHO SANTA FE FIRE PROTECTION DISTRICT
Board of Directors Regular Meeting – Agenda
Wednesday, June 17, 2009 2:30 pm PST

CERTIFICATION OF POSTING

I certify that on June 10, 2009 a copy of the foregoing agenda near the regular meeting place of the Board of Directors of Rancho Santa Fe Fire Protection District, said time being at least 72 hours in advance of the meeting of the Board of Directors (Government Code Section 54954.2)

Executed at Rancho Santa Fe, California on June 10, 2009

Karlana Rannals
Board Clerk



**RANCHO SANTA FE FIRE PROTECTION DISTRICT
REGULAR BOARD OF DIRECTORS MEETING
MINUTES – May 13, 2009**

President Ashcraft called to order the regular session of the Rancho Santa Fe Fire Protection District Board of Directors at 1:00 pm.

Pledge of Allegiance

Deputy Chief Michel led the assembly in the *Pledge of Allegiance*.

1. Roll Call

Directors Present: Ashcraft, Hickerson, Hillgren, Malin, Tanner

Directors Absent: None

Staff Present: Nick Pavone, Fire Chief; Tony Michel, Deputy Chief; Cliff Hunter, Fire Marshal; Michael Gibbs, Battalion Chief; and Karlana Rannals, Board Clerk

2. Public Comment

No one requested to speak to the Board.

3. Motion waiving reading in full all Resolutions/Ordinances

MOTION BY DIRECTOR HICKERSON, SECOND BY DIRECTOR TANNER, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to waive reading in full of all resolutions/ordinances.

4. Consent Calendar

MOTION BY DIRECTOR HICKERSON, SECOND BY DIRECTOR HILLGREN, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to approve the Consent Calendar as submitted:

a. *Board of Directors Minutes*

MOTION BY DIRECTOR HICKERSON, SECOND BY DIRECTOR HILLGREN, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to approve the Board of Directors minutes of April 8, 2009

b. *Receive and File*

MOTION BY DIRECTOR HICKERSON, SECOND BY DIRECTOR TANNER, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to receive and file:

1. **Monthly/Quarterly Reports**

a. **List of Demands**

Check 19221 thru 19350 for the period April 1 – 30, 2009 totaling: \$508,499.79

Payroll for the period April 1 – 30, 2009 \$432,195.48

TOTAL DISTRIBUTION \$940,695.27

b. Budget Review – July 1, 2008 – March 31, 2009

c. Statement of Cash Assets – March 31, 2009

d. Activity Reports – April 2009

1. Fire Prevention

2. Operations

3. Training

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- e. District Articles – April 2009
- f. Correspondence - Thank you letters/cards were received from the following members of the public:
 - Hallstrom Family
 - Union Tribune Editorial (dated Apr 4, 09)
 - City of Carlsbad
 - City of Carlsbad
 - Lynne Eyk

5. Old Business

- a. None

6. New Business

- a. Article XIII B California Constitution Appropriation Limit

Ms. Rannals summarized the staff report provided. She recommended that the Board of Directors select the following formula to calculate the District's new appropriation limit for the 2009/2010 fiscal year:

To select the change in California per capital personal income (.62%) for the Cost of Living Factor and the change in population within the unincorporated area of San Diego County (1.32%).

In addition, she requested direction from the Board of Directors whether or not to submit population documentation to the State Department of Finance for certification, given that population data for the Fire District (provided by SANDAG) is greater than the unincorporated average. She informed the Board that the cost for certification is \$250. The Board discussed the merits of the certification each year given the growth within the District. At the conclusion of the discussion, the Board agreed to reevaluate the population data in 2010 and consider the request for certification next year.

MOTION BY DIRECTOR TANNER, SECOND BY DIRECTOR HILLGREN, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to accept staff's recommendation for calculation of the District's appropriations limit.

b. Strategic Plan Update

Chief Pavone reviewed the staff report provided updating the progress of the Districts' strategic plan. He reported that the employees and managers do use the document as a guideline to focus and prioritize staff time, in addition to budget projects. He also reminded the Board that the strategic plan is a living document, and there are situations and events such as the "Witch Creek Fire" that cause delay. He noted four items in the plan that have not been started that include the hiring of an additional staff member, and the evaluation of the District's identify. District personnel are still engaged in the process, as there are opportunities to reactivate subcommittees for additional work. As this matter was provided for information, there was no action taken by the Board of Directors.

c. Meeting Schedule Change – August 12, 2009

Chief Pavone informed the Board of a potential conflict for the regular Board of Directors meeting scheduled for August 12, 2009 and requested consideration that the meeting date and time be changed. After review of the calendar, it was agreed to reschedule the regular meeting to August 19, 2009 at 1:00 pm.

MOTION BY DIRECTOR HILLGREN, SECOND BY DIRECTOR MALIN, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to move and calendar the August regular meeting for August 19, 2009 commencing at 1:00 pm.

7. Resolutions/Ordinances

a. *Resolution No. 2009-04*

Ms. Rannals informed the Board that this resolution required by the State of California reflects the Board's action of selecting the formula to calculate the District's appropriations limit.

MOTION BY DIRECTOR HILLGREN, SECOND BY DIRECTOR MALIN, and ADOPTED Resolution No. 2009-04 entitled a *Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District Determining the 2009/2010 Appropriations of Tax Proceeds* on the following roll call vote:

| | |
|----------|--|
| AYES: | Ashcraft, Hickerson, Hillgren, Malin, Tanner |
| NOES: | None |
| ABSENT: | None |
| ABSTAIN: | None |

8. Oral Reports

a. *Fire Chief – Pavone*

He reported on the following topics:

- Fairbanks Ranch Replacement Fire Station – Update: the project is progressing and Ali Shapouri, project consultant has submitted the final plan to the County. He anticipates approval within two to four weeks. The San Dieguito Planning group approved the variance for the site plan for the interim fire station. Although the District is still required to pay all fees, this variance will shorten the period to

allow the District to establish the temporary station at the Horizon Christian Church. In addition, the final review of the lease agreement with the church is complete. He anticipates that board approval will be calendared for the June meeting. He also intends to calendar for approval for the June meeting, the sewer easement agreement between the District and the property owner next to the current Fairbanks Ranch station. He also informed the Board that there is a possibility that the District can obtain federal stimulus money through the County of San Diego for the construction of the new fire station.

- **Property Tax Shift:** the Special Districts Association has informed all of their members that the Governor is seeking to suspend Proposition 1A if the ballot measures do not pass at the May 19th special election. We could experience an 8% property tax shift to the State, which equates to approximately \$880,000 for the Fire District.
- **Solana Beach/Del Mar Management Contract:** the City of Solana Beach is currently reviewing the contract. He has not heard anything from the City of Del Mar. He has informed Del Mar that the District will no longer provide Battalion Chief duty coverage after June 30. There is renewed interest from the City of Encinitas to participate in some sort of cooperative effort.
- **District Activities**
 - **Heritage Grant:** A reminder that check presentation from Fireman's Fund will be made at the planned Ice Cream Social scheduled for Friday, May 15, 2009 at the Rancho Cielo station.
 - **Village Merchant's Association:** the District participated at the street festival in the Village of Rancho Santa Fe on Saturday, May 9, 2009. On and off duty personnel, in addition to CERT members attended the event.
 - **Reminder:** the Appreciation Dinner held May 8, 2009 at The Inn at Rancho Santa Fe was a successful event. Dave McQuead was selected Firefighter of the Year. In addition, President Ashcraft presented Chief Pavone his 30-year Service Award.

b. Operations – Deputy Chief Michel

He reported on the following topics:

- **Significant calls include:**
 - OES Engine responded to the Jesusita fire in Santa Barbara. District personnel were assigned to the fire for five days.

c. Training – Battalion Chief Davidson

Chief Michel summarized the monthly training activity, which included:

- Four wheel drive training
- Leadership class conducted in San Marcos
- Live fire training was conducted at a property owned by Santa Fe Irrigation District. It was a tremendous training opportunity and numerous personnel from SFID attended to watch the events.

d. Fire Prevention – Fire Marshal Hunter

- He distributed a summary report for fire prevention month held in October. The District reached 3,600 students through 50 presentations at a combined total of 13 elementary schools.
- The Sprinkler Task Force met to develop codes by 2010 that all new residential construction will require the installation of fire sprinklers throughout the state.
- New construction continues to decline; however, a track is under plan review in the 4S Ranch area.

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- Prevention staff is working with property owners within the District to remove the dead and dying trees. He informed the Board that this is not a new program, that the authority to mandate removal is in the District's ordinance.

e. Administration – Administrative Manager Rannals

- She reviewed the new rates for the health insurance plans and the differences between the current plan and the plan design modifications made to the medical insurance for cost containment. The initial 17% rate increased was reduced to 10.52%. The dental insurance increased by 6% for the Dental HMO and 13% for dental PPO.

f. Board of Directors

- North County Dispatch JPA – Update – Director Ashcraft: the next meeting is scheduled for May 28, 2009. No report.
- County Service Area 17 – Update – Director Hickerson: the next meeting is scheduled for June 11, 2009. No report.
- Comments:
 - None

The meeting recessed for ten-minutes.

The following was disclosed prior to convening to closed session:

- Director's Ashcraft, Hillgren, and Tanner are residents within the Covenant and members of the Rancho Santa Fe Association

9. Closed Session

Pursuant to the following Government Code Section, the Board of Directors convened in Closed Session from 2:50 – 3:57 pm for discussions on the following:

- a. Conference with negotiators for the following real property, pursuant to Government Code Section 54956.8

1. APN 266-182-21
2. APN 266-182-22

Negotiating Parties: Jim Ashcraft, Director; Nancy Hillgren, Director; and Nick Pavone, Fire Chief

Under Negotiation: Both Price and Terms of Payment

- b. Conference with negotiators for the following real property, pursuant to Government Code Section 54956.8

1. APN 266-281-05

Negotiating Parties: Jim Ashcraft, Director; Nancy Hillgren, Director; and Nick Pavone, Fire Chief

Under Negotiation: Both Price and Terms of Payment

- c. Conference with labor negotiators, pursuant to Government Code Section 54957.6

Agency designated representatives: Nicholas G Pavone, Fire Chief

Employee organization: Unrepresented Employees

Position – Fire Chief (1); Deputy Chief (1); Battalion Chief (4); Fire Marshal (1); Administrative

Manager (1)

Upon reconvening, President Ashcraft reported that an update was provided to the board members and direction was provided to staff and negotiators regarding the eminent domain proceedings and the pursuit of real property for the Districts' parking needs.

He also reported that direction was provided to the labor negotiators for wages and benefits for the FY10 fiscal year.

All members of the Board and staff listed attended the Closed Session for items 9.a. and b. All members of the Board listed and Chief Pavone attended the Closed Session for item 9.c.

10. Adjournment

Meeting adjourned at 4:00 pm.

Karlana Rannals
Secretary

James H Ashcraft
President

RANCHO SANTA FE FIRE PROTECTION DISTRICT

List of Demands - May 2009

| Check | Amount | Vendor | Purpose |
|-------|-------------|--|---|
| 19351 | \$707.00 | Accme Janitorial Service Inc | Building - Monthly Cleaning |
| 19352 | \$418.65 | AT&T Calnet 2 | Telephone |
| 19354 | \$5,000.00 | Cnty of SD DPLU | FBR #3 Replacement |
| 19355 | \$368.02 | Complete Office of California Inc | Office Supplies |
| 19356 | \$2,460.98 | County of SD/RCS | 800 MHz Network Admin Fees |
| 19357 | \$648.00 | Cox, Fred W. | School Education/Training Reimbursement |
| 19358 | \$258.59 | Daniels Tire Service Inc | Tires & Tubes |
| 19359 | \$61.12 | ECMS | Alterations |
| 19360 | \$232.20 | Guest Services | Prevention Meal/Lodging/Travel Exp |
| 19361 | \$25.00 | Hunter, Clifford F | Prevention Meal/Lodging/Travel Exp Reimbursement |
| 19362 | \$72,814.78 | Jeff Katz Architecture | FBR #3 Replacement |
| 19363 | \$8,306.53 | North County EVS Inc | Apparatus Repair/Scheduled Maintenance |
| 19364 | \$1,097.75 | Olivenhain Municipal Water District | Water |
| 19365 | \$195.50 | Progressive Business Publications | Subscriptions |
| 19366 | \$30,000.00 | Rancho Santa Fe Fire Protection District | Workers' Compensation |
| 19367 | \$2,003.32 | Rannals, Karlana | Awards/Proclamations/Medical/Travel Reimbursement |
| 19368 | \$25.00 | RSFPFA | Firefighters Assn. |
| 19369 | \$700.00 | Santa Fe Irrigation District | Vehicle Site Rental |
| 19370 | \$2,600.00 | SBSD-EVOC | Suppression Local Conf/Seminars |
| 19372 | \$200.00 | SDCTOA | School Education/Training |
| 19373 | \$18,280.00 | Shapouri Engineering Company Inc | FBR #3 Replacement |
| 19374 | \$825.00 | Slip Tech Inc | Building - Maintenance/Repair |
| 19376 | \$1,549.43 | Teleque on Fire | DOC-Dept Operations Center |
| 19377 | \$1,505.52 | The SoCo Group Inc | Gasoline & Diesel Fuel |
| 19378 | \$20.00 | U P S | Shipping Service |
| 19379 | \$372.36 | Waxie Sanitary Supply | Janitorial Supplies |
| 19380 | \$109.56 | Willis, Erwin L. | Computer Equipment/Parts |
| 19381 | \$5,000.00 | WinTech Computer Services | Consulting Services |
| 19382 | \$883.89 | AT&T Calnet 2 | Telephone |
| 19384 | \$91.31 | Cutters Edge Inc | Apparatus Tools/Equipment Repair |
| 19385 | \$778.11 | Fire ETC Inc | Fire Hose, Nozzles & Supply |

RANCHO SANTA FE FIRE PROTECTION DISTRICT

List of Demands - May 2009

| Check | Amount | Vendor | Purpose |
|-------|-------------|--|--|
| 19386 | \$1,105.54 | Home Depot, Inc | Apparatus Tool/Trianing/Equipment Replacement/Janitorial |
| 19387 | \$1,385.13 | ICL Performance Products LP | Firefighting Foam |
| 19388 | \$60.00 | Myers-Stevens & Toohey Co Inc. | Disability/Life Insurance |
| 19389 | \$443.82 | North County EVS Inc | Apparatus Repair/Scheduled Maintenance |
| 19390 | \$3,426.27 | San Diego Gas & Electric | Elec/Gas/Propane |
| 19391 | \$125.00 | SDCFCA | Films/Video/Slides/Digital |
| 19392 | \$550.00 | SDMSE - San Diego Project Heartbeat | Med Supplies not rebilled |
| 19394 | \$1,095.59 | Stephen J Fitch & Associates | Legal Services |
| 19395 | \$1,421.00 | Stricker and Ball | Legal Services |
| 19396 | \$1,546.21 | ThyssenKrupp Elevator Inc | Elevator Service |
| 19397 | \$28.28 | Traffic Control Service Inc | Hydrant Maintenance |
| 19398 | \$34.39 | U P S | Shipping Service |
| 19399 | \$201.00 | Western State Design Inc | Building - Maintenance/Repair |
| 19401 | \$6,616.00 | Cnty of SD DPLU | FBR #3 Replacement |
| 19402 | \$43.93 | AT&T | Telephone |
| 19404 | \$271.00 | Cnty of San Diego DEH | Permits - County/City |
| 19405 | \$386.40 | Fire ETC Inc | Apparatus Equipment |
| 19406 | \$7.03 | Galls Retail | Uniform - Safety Personnel |
| 19407 | \$522.50 | Irvine Valley Air Condit. Inc | Building - Maintenance/Repair |
| 19408 | \$755.00 | Jason S Park | DOC-Dept Operations Center |
| 19409 | \$127.24 | L N Curtis & Sons Inc | Apparatus Equipment |
| 19411 | \$239.00 | New Earth Enterprises Inc | Landscaping Maintenance Service |
| 19412 | \$3,470.84 | North County EVS Inc | Apparatus Repair/Scheduled Maintenance |
| 19413 | \$33,000.00 | Rancho Santa Fe Fire Protection District | Workers' Compensation |
| 19414 | \$1,620.33 | San Diego Gas & Electric | Elec/Gas/Propane |
| 19415 | \$175.00 | SDCFCA | Meetings/Meal Expenses |
| 19416 | \$5,730.60 | Stoffey, Jennifer A | Prevention - Local Conference/Seminars/Mileage Reimbursement |
| 19417 | \$414.48 | The Lincoln National Life Ins Co | Disability/Life Insurance |
| 19418 | \$3,188.63 | The SoCo Group Inc | Gasoline & Diesel Fuel |
| 19419 | \$11.11 | U P S | Shipping Service |
| 19420 | \$576.79 | Waxie Sanitary Supply | Janitorial Supplies |

RANCHO SANTA FE FIRE PROTECTION DISTRICT

List of Demands - May 2009

| Check | Amount | Vendor | Purpose |
|--------------|---------------------|----------------------------|-----------------------|
| 19421 | \$5,000.00 | WinTech Computer Services | Consulting Services |
| 19422 | \$2,284.05 | Guardian Life Insurance Co | Dental Insurance |
| 19423 | \$52,613.86 | Health Net | Medical Insurance |
| various | <u>\$7,193.36</u> | Various | Medical Reimbursement |
| Sub-total | \$293,207.00 | | |
| 5/15/2009 | \$270,890.03 | Rancho Santa Fe Fire PD | Payroll |
| 5/31/2009 | <u>\$189,182.54</u> | Rancho Santa Fe Fire PD | Payroll |
| Sub-total | \$460,072.57 | | |
| TOTAL | \$753,279.57 | | |

PLAN REVIEW

| RESIDENTIAL PLAN REVIEWS | Number of Structures | Sq Footage |
|--------------------------|----------------------|----------------|
| Fire Marshal | 6 | 30,910 |
| Fire Inspector | 24 | 99,633 |
| TOTAL | 30 | 130,543 |

| RESIDENTIAL ADDITIONS | Original Sq Footage | Added Sq Footage |
|-----------------------|---------------------|------------------|
| Fire Marshal | 9,717 | 1,033 |
| Fire Inspector | 0 | 0 |
| TOTAL | 9,717 | 1,033 |

| COMMERCIAL PLAN REVIEWS | Number of Structures | Sq Footage |
|-------------------------|----------------------|---------------|
| Fire Marshal | 1 | 20,000 |
| Fire Inspector | 1 | 20,395 |
| TOTAL | 2 | 40,395 |

| TOTAL NEW CONSTRUCTION | | Sq Footage |
|--------------------------------------|--------------------|----------------|
| Based on permitted Sq footage | Total Added | 171,971 |

| FIRE SPRINKLER REVIEWS | Commercial | Residential |
|------------------------|------------|-------------|
| Fire Marshal | 0 | 0 |
| Fire Inspector | 3 | 5 |
| TOTAL | 3 | 5 |

| TENANT IMPROVEMENTS | Number of Structures | Sq Footage |
|---------------------|----------------------|------------|
| Fire Marshal | 0 | 0 |
| Fire Inspector | 0 | 0 |
| TOTAL | 0 | 0 |

| LANDSCAPE REVIEWS | Number of Reviews | Staff Hours |
|-------------------|-------------------|-------------|
| Urban Forester | 19 | 16.5 |
| TOTAL | 19 | 16.5 |

SERVICES PERFORMED

| DPLU - Fire Marshal | Number | Staff Hours |
|----------------------------|-----------|-------------|
| Project Availability Forms | 4 | 4.0 |
| Use Permits | 3 | 3.0 |
| Zaps | 1 | 1.0 |
| Administrative Review | 1 | 1.0 |
| Habit Plans | 0 | 0.0 |
| Approval Letters | 1 | 2.0 |
| TOTAL | 10 | 11.0 |

| INSPECTION SERVICES- All Staff | Number of Inspections | Staff Hours |
|--------------------------------|-----------------------|-------------|
| Undergrounds | 4 | 2.0 |
| Hydros | 27 | 22.0 |
| Finals | 19 | 16.0 |
| Landscape | 8 | 5.0 |
| Reinspections | 7 | 7.0 |
| Code Enforcement | 13 | 13.0 |
| Misc. | 3 | 3.0 |
| TOTAL | 81 | 68.0 |

| HAZARD INSPECTIONS - All Staff | Number of Inspections | Staff Hours |
|--|-----------------------|-------------|
| Top 10 Hazards (# of Parcels Notified) | | |
| #10. Mt. Israel/Lake Hodges | 0 | 0.0 |
| #9. Hacienda Santa Fe | 2 | 0.0 |
| #8. San Dieguito River/Zumaque Area | 0 | 0.0 |
| #7. Via del Alba | 0 | 0.0 |
| #6. La Glorieta | 0 | 0.0 |
| #5. La Madreselva | 0 | 0.0 |
| #4. Escondido Creek | 1 | 0.0 |
| #3. El Camino Real | 0 | 0.0 |
| #2. Sun Valley Road | 0 | 0.0 |
| #1. Roadway Vegetation/Canopies | 0 | 0.0 |
| Weed Abatement Inspection | 30 | 15.0 |
| Weed Abatement Reinspection | 20 | 10.0 |
| 1st Notice | 15 | 3.8 |
| 2nd Notice | 10 | 2.5 |
| Final Notice | 0 | 0.0 |
| Forced Abatement | 0 | 0.0 |
| Homeowner Meeting | 20 | 25.0 |
| TOTAL | 98 | 56.3 |
| Top 10 Hazards notified this month | 3/1243 | |
| Top 10 Hazards notified YTD | 232/1243 | |
| Shelter-In-Place Communities (5) | 5/5 | |

SERVICES PERFORMED

| GRADING - Fire Marshal | Number of Inspections | Staff Hours |
|------------------------|-----------------------|-------------|
| Plan Review | 2 | 2.0 |
| Site Inspection | 2 | 2.0 |
| TOTAL | 4 | 4.0 |

| SPECIAL PROJECTS - All Staff | Number of Inspections | Staff Hours |
|------------------------------------|-----------------------|-------------|
| GIS Mapping | 0 | |
| Fuels Mitigation | 0 | |
| Special Projects/Other | | 47.5 |
| Continuing Education (Staff Hours) | | |
| TOTAL | 0 | 47.5 |

| FIRE PREVENTION - All Staff | Number | Staff Hours |
|-----------------------------|------------|-------------|
| Incoming Phone Calls | 312 | 56.8 |
| Consultations | 9 | 15.0 |
| General Office | 0 | 0.0 |
| TOTAL | 321 | 71.8 |

| PUBLIC EDUCATION - PRC | Number | Staff Hours |
|--|--------|--------------|
| Web Master (Website hits and hours worked) | 2,214 | 6.0 |
| Graphic Design | | 3.0 |
| Communication & Relations | | 17.0 |
| Number of Releases | 0.0 | |
| Education: Design and Prepare | | 11.0 |
| Education: Presentations | 46.0 | 19.0 |
| Number Reached: Children | | |
| Number Reached: Adults | | |
| In Service Staff Training | | |
| Child Safety Seat Installations | 7.0 | 7.0 |
| Clerical | | 50.0 |
| Continuing Education | | 20.0 |
| Special Projects | | 0.0 |
| TOTAL | | 108.0 |

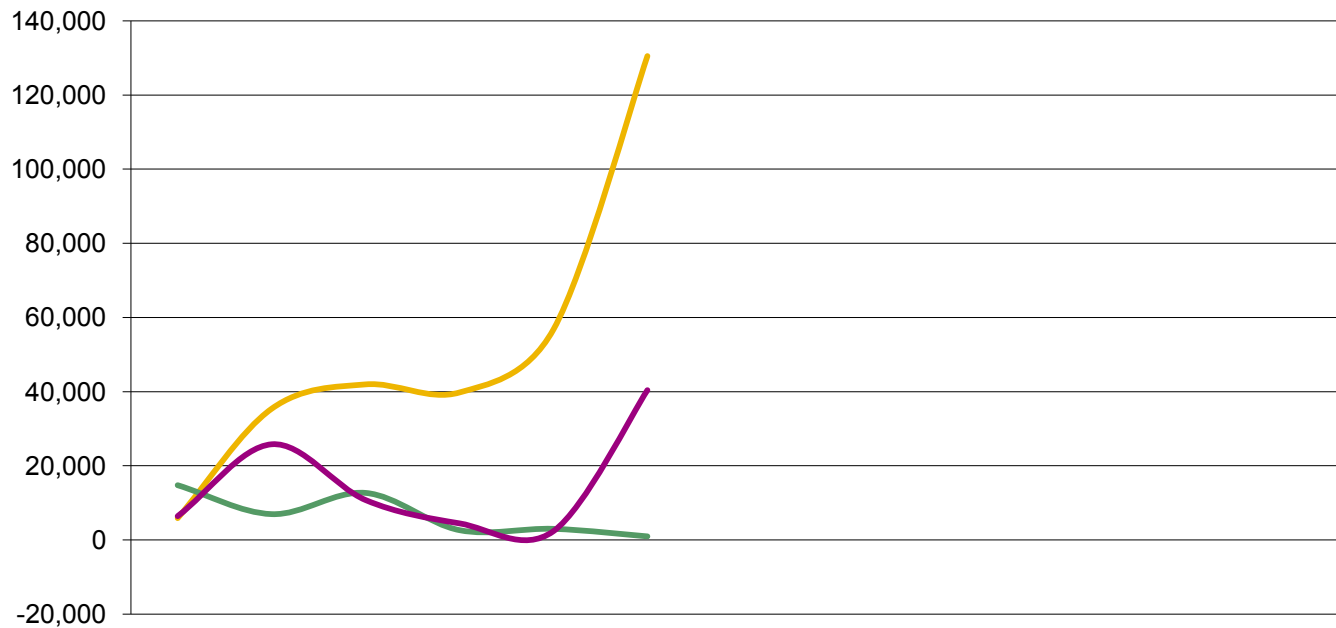
| Office Support Coordinator-Prevention | Number | Staff Hours |
|--|--------|-------------|
| Phone Calls (All Administrative Staff) | 526 | 26.3 |
| Walk in/Counter (All Administrative Staff) | 264 | 13.2 |
| Knox Application Request | 1 | 0.1 |
| UPS Outgoing Shipments | 4 | 0.3 |
| Plan Accepted/Routed | 45 | 7.5 |
| Training Classes: | | |
| Outside Meetings | | |
| TOTAL | | 47.4 |

Rancho Santa Fe Fire Protection District

Fire Prevention Bureau

May 2009

Construction Based on Permitted Square Footage



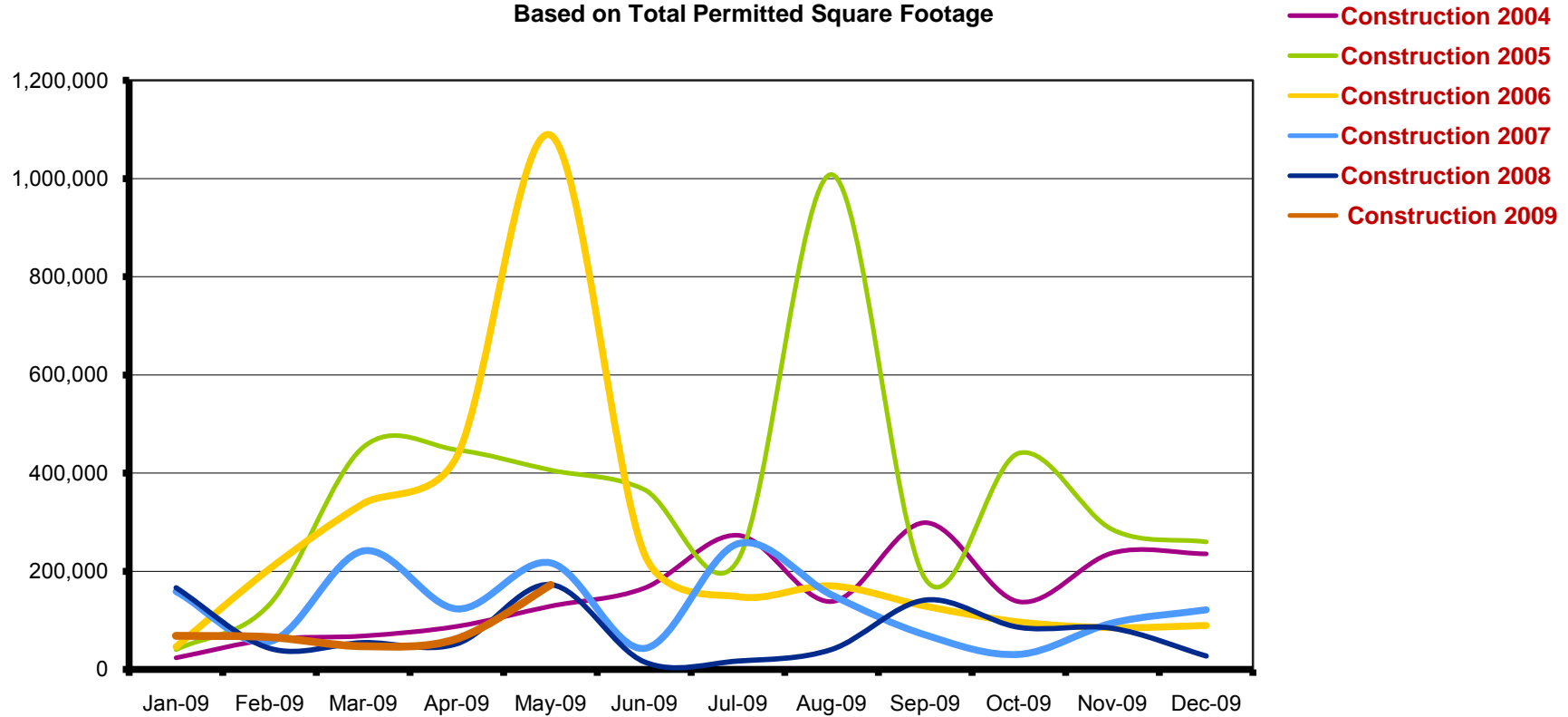
| | Dec-08 | Jan-09 | Feb-09 | Mar-09 | Apr-09 | May-09 | Jun-09 | Jul-09 | Aug-09 | Sep-09 | Oct-09 | Nov-09 | Dec-09 |
|-------------|--------|--------|--------|--------|--------|---------|--------|--------|--------|--------|--------|--------|--------|
| Residential | 5,959 | 35,451 | 42,025 | 39,849 | 56,836 | 130,543 | | | | | | | |
| Additions | 14,829 | 7,032 | 12,750 | 2,712 | 3,071 | 1,033 | | | | | | | |
| Commerical | 6,440 | 25,811 | 10,786 | 4,500 | 2,400 | 40,395 | | | | | | | |

— Residential
 — Additions
 — Commerical

Rancho Santa Fe Fire Protection District

Fire Prevention Bureau

Construction Trends 2004 thru 2009
Based on Total Permitted Square Footage



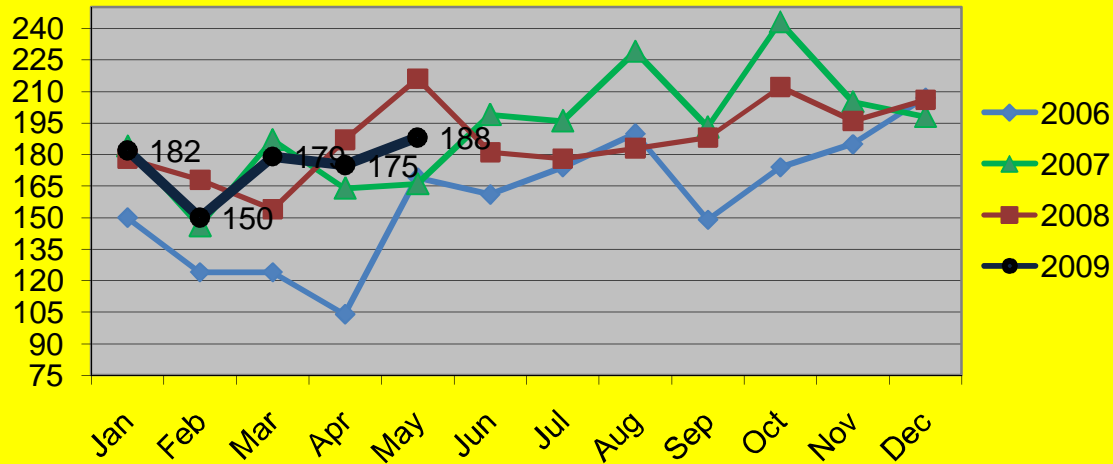
| 2004 | Jan-04 | Feb-04 | Mar-04 | Apr-04 | May-04 | Jun-04 | Jul-04 | Aug-04 | Sep-04 | Oct-04 | Nov-04 | Dec-04 |
|------|---------|---------|---------|---------|-----------|---------|---------|-----------|---------|---------|---------|---------|
| | 23,737 | 61,058 | 68,214 | 87,768 | 128,876 | 165,585 | 273,075 | 138,232 | 298,790 | 137,914 | 237,348 | 235,335 |
| 2005 | Jan-05 | Feb-05 | Mar-05 | Apr-05 | May-05 | Jun-05 | Jul-05 | Aug-05 | Sep-05 | Oct-05 | Nov-05 | Dec-05 |
| | 39,985 | 132,738 | 452,849 | 447,022 | 405,857 | 366,244 | 222,683 | 1,008,098 | 183,972 | 440,457 | 284,495 | 259,612 |
| 2006 | Jan-06 | Feb-06 | Mar-06 | Apr-06 | May-06 | Jun-06 | Jul-06 | Aug-06 | Sep-06 | Oct-06 | Nov-06 | Dec-06 |
| | 46,126 | 205,163 | 337,951 | 434,515 | 1,088,179 | 235,495 | 148,424 | 170,111 | 128,957 | 96,576 | 85,093 | 89,508 |
| 2007 | Jan-07 | Feb-07 | Mar-07 | Apr-07 | May-07 | Jun-07 | Jul-07 | Aug-07 | Sep-07 | Oct-07 | Nov-07 | Dec-07 |
| | 158,437 | 56,423 | 241,123 | 122,953 | 216,739 | 42,555 | 255,724 | 151,428 | 70,034 | 30,360 | 94,413 | 121,125 |
| 2008 | Jan-08 | Feb-08 | Mar-08 | Apr-08 | May-08 | Jun-08 | Jul-08 | Aug-08 | Sep-08 | Oct-08 | Nov-08 | Dec-08 |
| | 166,243 | 42,871 | 54,537 | 52,307 | 172,708 | 15,308 | 17,050 | 40,658 | 141,204 | 85,693 | 83,616 | 27,228 |
| 2009 | Jan-09 | Feb-09 | Mar-09 | Apr-09 | May-09 | Jun-09 | Jul-09 | Aug-09 | Sep-09 | Oct-09 | Nov-09 | Dec-09 |
| | 68,294 | 65,561 | 47,061 | 62,307 | 171,971 | | | | | | | |

Rancho Santa Fe Fire Protection District

Incident Response Report

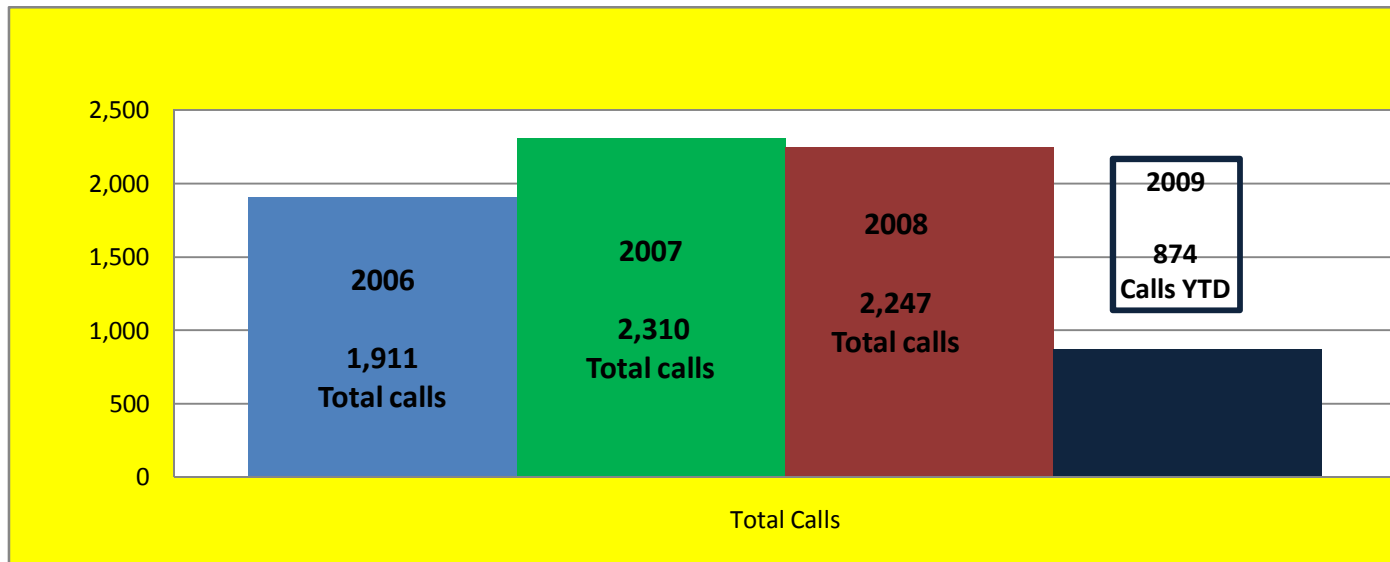
June 2009 Board Report

Four Year Monthly Response Comparison



| 2006 | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Total Responses |
|-----------|-----|-----|-----|-----|-----|-------|-------|-------|-------|-------|-------|-------|-----------------|
| Responses | 150 | 124 | 124 | 104 | 169 | 161 | 174 | 190 | 149 | 174 | 185 | 207 | 1,911 |
| YTD | 150 | 274 | 398 | 502 | 671 | 832 | 1,006 | 1,196 | 1,345 | 1,519 | 1,704 | 1,911 | 18% increase |
| | | | | | | | | | | | | | |
| 2007 | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Total Responses |
| Responses | 184 | 146 | 187 | 164 | 166 | 199 | 196 | 229 | 193 | 243 | 205 | 198 | 2,310 |
| YTD | 184 | 330 | 517 | 681 | 847 | 1,046 | 1,242 | 1,471 | 1,664 | 1,907 | 2,112 | 2,310 | 21% increase |
| | | | | | | | | | | | | | |
| 2008 | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | YTD Responses |
| Responses | 178 | 168 | 154 | 187 | 216 | 181 | 178 | 183 | 188 | 212 | 196 | 206 | 2,247 |
| YTD | 178 | 346 | 500 | 687 | 903 | 1,084 | 1,262 | 1,445 | 1,633 | 1,845 | 2,041 | 2,247 | 2.7% decrease |

| 2009 | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | YTD Responses |
|-----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|---------------------------------|
| Responses | 182 | 150 | 179 | 175 | 188 | | | | | | | | 874 |
| YTD | 182 | 332 | 511 | 686 | 874 | | | | | | | | Master Agenda Page 18 of 125 |



Incident Summary by Incident Type

Date Range: From 05/01/2009 To 05/31/2009

Incident Type(s) Selected: All

| Incident Type | Incident Count | Used in Ave. Resp. | Average Response Time hh:mm:ss | Total Loss | Total Value |
|----------------------|-----------------------|---------------------------|---|-------------------|--------------------|
| Fire | 5 | 4 | 00:09:39 | \$400.00 | \$3,000.00 |
| Rupture/Explosion | 2 | 2 | 00:05:26 | \$0.00 | \$0.00 |
| EMS/Rescue | 95 | 91 | 00:05:25 | \$0.00 | \$0.00 |
| Hazardous Condition | 6 | 5 | 00:05:58 | \$0.00 | \$0.00 |
| Service Call | 33 | 12 | 00:07:01 | \$0.00 | \$0.00 |
| Good Intent | 25 | 7 | 00:05:59 | \$0.00 | \$0.00 |
| False Call | 21 | 21 | 00:07:07 | \$0.00 | \$0.00 |
| Other | 1 | 1 | 06:27:41 | \$0.00 | \$0.00 |
| Totals | 188 | 143 | | \$400.00 | \$3,000.00 |

Note: The incident count used in averages does not include the following:

Not Completed incidents, Mutual Aid Given, Other Aid Given, Cancelled in Route, Not Priority, Fill-In Standby, No Arrival and Invalid Dates/Times.

May 2009

| May 2009 | | | | | | | June 2009 | | | | | | |
|----------|----|----|----|----|----|----|-----------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa | Su | Mo | Tu | We | Th | Fr | Sa |
| 3 | 4 | 5 | 6 | 7 | 1 | 2 | 7 | 1 | 2 | 3 | 4 | 5 | 6 |
| 10 | 11 | 12 | 13 | 14 | 8 | 9 | 14 | 8 | 9 | 10 | 11 | 12 | 13 |
| 17 | 18 | 19 | 20 | 21 | 15 | 16 | 21 | 15 | 16 | 17 | 18 | 19 | 20 |
| 24 | 25 | 26 | 27 | 28 | 22 | 23 | 28 | 22 | 23 | 24 | 25 | 26 | 27 |
| 31 | | | | | 29 | 30 | | 29 | 30 | | | | |

| | Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|------------|---|--|---|--|--|---|--|
| 4/26 - 5/1 | Apr 26 | 27 | 28 | 29 | 30 | May 1 | 2 |
| | | | | | | 8:00am Fire Preventic | 8:00am Pump Testing |
| 5/3 - 8 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| | | Proposed training week for Santa Fe Irrigation District Building; Sta 1 SFID; Training-Calendar | | | | | |
| | | Fire Prevention Inspe 8:00am 2614 - Health | 9:00am 2614 2611; Sf 1:30pm 2613 2612; Sf | 9:00am Shift Meeting 1:30pm AdminStaff M | 8:00am 2614 - Health 8:30am Accident Revi | 9:00am 2614 2611; Sf 1:30pm 2613 2612; Sf | 8:00am Pump Testing 9:00am 2611 2614 Liv |
| 5/10 - 15 | 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| | Proposed training week for Santa Fe Irrigation Dis | | 9:30am Shift Meeting 3:00pm Station Tour; | Fire Prevention Inspe 8:00am Solana Tower 8:00am 2614 - Health | 8:00am 2611 - Health | 8:30am Peer Review; 9:00am 2611 Hose La 1:30pm 2612 Hose La | Battalion Chiefs Drill; 8:00am Pump Testing 8:00am CERT Final an |
| 5/17 - 22 | 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| | | 9:00am 2611 RT 130 10:30am Meeting with 1:30pm 2612 RT 130 | 9:00am 2611 RT 130 9:00am Meeting with 10:00am Meeting with | 9:00am 2611 RT 130 12:00pm Pizza Party; Sf 1:30pm 2612 RT 130 | 8:00am 2611 - Health 1:30pm 2613 - Health | 8:30am 2611 CE SDSI 1:30pm 2613 CE SDSI | Battalion Chiefs Drill; 8:00am Pump Testing |
| 5/24 - 29 | 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| | 9:00am | 8:00am Memorial Day | 9:00am 2613 RT 130 9:00am Zone G.I.S. M 1:30pm 2614 RT 130 | 8:30am Captains Mee 1:30pm 2613 RT 130 | 9:00am 2613 RT 130 1:30pm 2614 RT 130 | 8:30am 2611 CE SDSI 1:00pm 2613 CE SDSI | 8:00am Pump Testing |
| 5/31 - 6/5 | 31 | Jun 1 | 2 | 3 | 4 | 5 | 6 |
| | | | | | | | |

F. J. MULLINS
P. O. Box 1915
Rancho Santa Fe
California 92067

5/5/89

RANCHO SANTA FE PROF. FIRE FIGHTERS
ENGINE 264 "B" SHIFT

MY APOLOGIES FOR BEING SO LATE
IN THANKING YOU FOR YOUR MOST HELPFUL
BEING FOR MRS. MULLINS THE NIGHT OF
WEDNESDAY APRIL 8.

WITH PARTICULAR THANKS TO:

LIGHTENBERG

BISAHAM

PANNER

WOOD.

YOU WERE ALSO EFFICIENT AND KNOWLEDGEABLE.

GRATEFULLY

F. J. Mullins



**DEPARTMENT OF FORESTRY AND FIRE PROTECTION
SAN DIEGO COUNTY FIRE AUTHORITY**

2249 Jamacha Road, EL Cajon, CA 92019
619-590-3100 Fax 619-590-3106



To: Fellow Fire Chiefs

May 19, 2009

I am writing this letter to thank you for allowing Mike Gibbs to participate in the preparation and the presentation of the Annual San Diego County Wildland Drills. As I am sure you are aware, there is a tremendous amount of time and expertise required to make this event so successful.

For you to allow Mike Gibbs to become an intricate part of the drills during these economic times is a true statement about your commitment to training and cooperative fire protection in San Diego County.

Again, thank you.

A handwritten signature in black ink, appearing to read "Kelly Zombro".

Kelly Zombro
2009 SD County Wildland Drills I. C.
Deputy Chief of Operations
CAL FIRE San Diego Unit
San Diego County Fire Authority



**DEPARTMENT OF FORESTRY AND FIRE PROTECTION
SAN DIEGO COUNTY FIRE AUTHORITY**

2249 Jamacha Road, EL Cajon, CA 92019
619-590-3100 Fax 619-590-3106



To: Fellow Fire Chiefs

May 19, 2009

I am writing this letter to thank you for allowing Bret Davidson to participate in the preparation and the presentation of the Annual San Diego County Wildland Drills. As I am sure you are aware, there is a tremendous amount of time and expertise required to make this event so successful.

For you to allow Bret Davidson to become an intricate part of the drills during these economic times is a true statement about your commitment to training and cooperative fire protection in San Diego County.

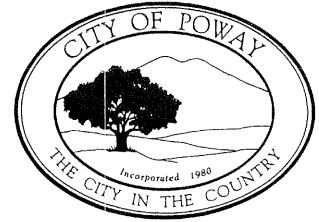
Again, thank you.

A handwritten signature in black ink, appearing to read "Kelly Zombro", is written over the printed name.

Kelly Zombro
2009 SD County Wildland Drills I. C.
Deputy Chief of Operations
CAL FIRE San Diego Unit
San Diego County Fire Authority

CITY OF POWAY

DON HIGGINSON, Mayor
MERRILEE BOYACK, Councilmember
JIM CUNNINGHAM, Councilmember
BETTY REXFORD, Councilmember



May 14, 2009

Chief Pavone
Rancho Santa Fe Fire Protection District
P. O. Box 410
Rancho Santa Fe, CA92067-0410

Dear Chief Pavone:

On May 6, 2009, I was assigned to lead OES Strike Team 6840A as the Strike Team Leader. The strike team included units from La Mesa and Vista Fire Departments and Rancho Santa Fe, North County, and San Miguel Fire Protection. The units were dispatched at 1843 hours as an immediate-need resource to the Jesusita Fire in Santa Barbara. The strike team traveled through the night arriving at 0130 hours on May 7. We were assigned to Division G for structure protection.

Our units worked a 24-hour shift on May 7 with anticipated sundowner conditions expected to return that day. The winds did arrive in the early evening. The strike team stayed busy with several assignments including a structure fire with interior attack, significant assistance to a CalFire hand crew, a medical aid response for allergic reaction to fire personnel on a different division, and several spot fires during the evening hours that required immediate suppression due to the sundowner winds.

After our 24-hour rest period, the strike team worked an additional 24-hour shift that included mop-up assignments. All of the personnel displayed true professionalism in accepting every assignment with great attitudes and 100-percent effort.

Captain Greg Rainville, Engineer Lee Haskin, and Firefighters Paul Lorenzo and Chris Danner were a valuable asset during the entire strike team. Your personnel did an outstanding job and were a pleasure to work with. They maintained a high state of readiness, worked hard, and displayed a professional demeanor throughout our deployment. Your personnel participated in the structure fire attack and did an excellent job reacting to changing conditions with great situational awareness.

It was a pleasure working with the personnel of OES 336. I look forward to future opportunities to work with these personnel. Please extend my appreciation to each of them for their hard work and great attitudes.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Hitchcock", is written over a light blue horizontal line.

Kevin Hitchcock
Division Chief

John C. Tanner
P.O. Box 10
Rancho Santa Fe, CA 92067

June 1, 2009

To: Chris Mertz
Brian Slattery
Nick Brandow
Tim Wood

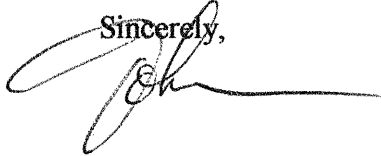
Subject: A great time

Gentlemen:

On behalf of my extended family, including my wife, my two daughters, my son and my three grandkids, I cannot thank you enough for the great tour of the station last Sunday, highlighted by the rides in the two trucks, the firehose demonstration, including the kids getting to squirt the water, and the fire pole trip. Pretty cool!

I'm proud to be a small part of your team, and Sunday's show was spectacular. We all enjoyed it...even the part where you were called out for an actual emergency!

CC: Chief Pavone
Deputy Chief Michel
Directors

Sincerely,


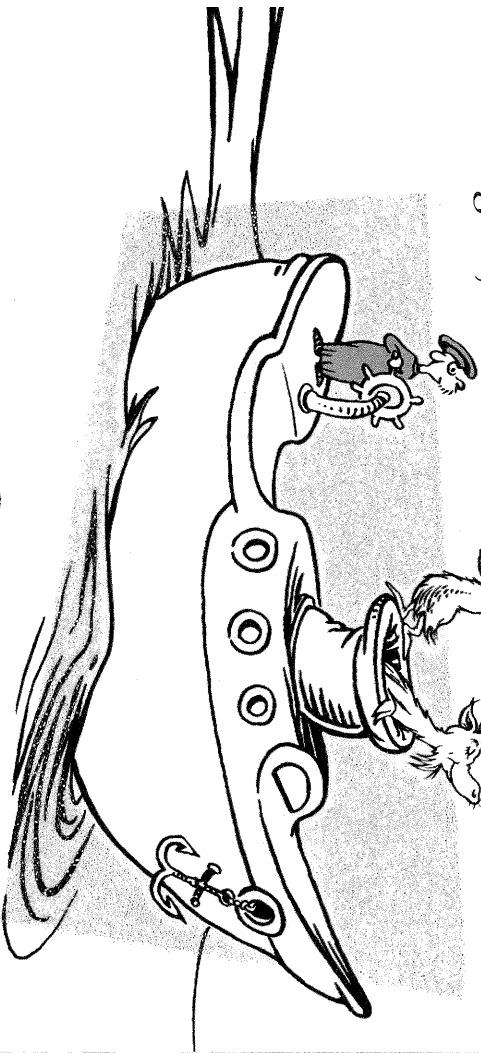
I would
thank you
here or there.



I would
thank you
anywhere!



I would thank you on a boat,
I would thank you
with a goat,



In the park
or at the zoo...

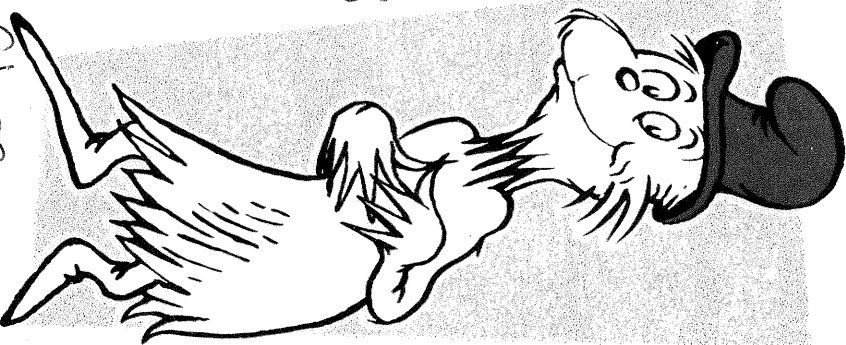


To The Firemen of
Rancho Santa Fe Fire Station 2

'Cause that was
awfully nice of you!

Thank you for showing
us around you station
Fireman J.P.

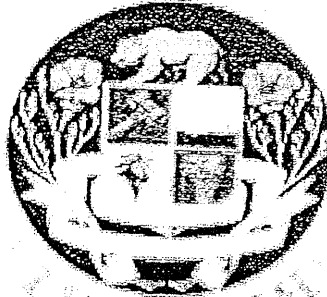
From:
Mrs. Pogsley's Class



California State Assembly

State Capitol
Sacramento, CA 95814
(916)319-2077
(916)319-2177-Fax

500 Fesler Street
Suite 201
El Cajon, CA 92020
(619)441-2322
(619)441-2327-Fax



Joel Anderson
Assemblyman, District 77

DATE: 5/29/09

FAX NUMBER: (858) 756-4799

To: Nicholas Pavone - Fire Chief

From: Alex Sanchez - District Legislative Director

Number of Pages: 14

Comments: Attached is an official request for support for
Assembly Bill 1399. Assemblyman Anderson would very much
appreciate a letter of support from the members of the
Rancho Santa Fe Fire Board. Please contact me with any
questions you may have. Thank you.

If all pages do not arrive, or if this transmission was received in error, please call (916) 319-2077 immediately.

Confidentiality Notice

The information contained in this fax may be privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that the dissemination, distribution, or copying of this fax is strictly prohibited. If you have received this fax in error, please immediately notify us by phone and return the original message to us at the address above via the U.S. Postal Service. Thank you.

Memo

To: Local Elected Officials
From: Assemblyman Joel Anderson
Date: May 26, 2009
Re: Assembly Bill 1399

AB 1399 – Request for Letter of Support

AB 1399 closes an existing loophole in ethics laws by prohibiting county elected officials from gifting public assets to their immediate family members (spouse, parents, siblings or children).

Attached for your review are several background articles, a white paper and a sample letter of support.

Letters may be faxed, emailed or mailed to my office.

Thank you for your consideration.

FACT SHEET

Assemblyman Joel Anderson

Assembly Bill 1399 – ELECTED COUNTY OFFICIALS

SUMMARY

The public expects that elected officials hold themselves to the highest ethical standards and maintain transparency and accountability in government. Unfortunately, honest officials are tarnished by those who use their office to enrich themselves or their family members – such as Randy “Duke” Cunningham and Bill Postmus.

A gaping loophole in current ethics laws provides a means for local elected officials to gift public assets to family members.

Assembly Bill 1399 is a good government bill that closes this loophole, prohibiting any elected county official from hiring or employing any immediate family member, if that immediate family member would serve under direct supervision of the elected county official. The bill would also specifically prohibit an elected county official from making a gift of public funds or property to any person.

ISSUE BACKGROUND

The following portions of news articles detail one particular egregious violation of the public trust, indicative of the loophole in current law that AB 1399 aims to address.

Riverside Press Enterprise

Riverside supervisor touts sister's pro-bono work for county, pays her from campaign fund

By Julia Glick, March 23, 2009

“Supervisor Jeff Stone frequently praises his sister as Riverside County's best bargain because she works full-time as an unpaid volunteer in his office.

“But records show he paid Lori Stone more than \$180,000 in campaign money last year for political consulting and professional services and he assigned her the free use of a county car with taxpayer-funded gasoline included...”

“County spokesman Ray Smith said restrictions on volunteers' use of county vehicles do not apply to supervisors, only to the department heads and workers that serve under them...”

Riverside County supervisors look to curtail county car use

By Julia Glick, March 26, 2009

“...County rules limiting volunteers' use of cars apply to departments but not to supervisors and their staffs, county spokesman Ray Smith said...”

North County Times

RIVERSIDE: Stone says sister will remain on campaign By Jeff Rowe, March 26, 2009

“She also uses a county car and fills the tank with county-provided gasoline for her work...”

“That's legal, as long as the work is for political, legislative or government purposes, said Roman Porter, executive director of the Fair Political Practices Commission, the state's political watchdog...”

SCHARF: Honest guy gone wrong?

By Greg Scharf, March 27, 2009

“...First of all, it must be stated that Supervisor Stone violated no laws, although it has to be said that his actions certainly push the envelope as far as ethics are concerned. And likewise with the car ---- he's violated no laws.”

“...but this situation seems really, really wrong.”

MORE INFORMATION

Ryan Clumpner, by phone at (916) 319-2077 or email at ryan.clumpner@asm.ca.gov.

May 27, 2009

May 26, 2009

Fax: 1916-319-2177

To: Assemblyman Joel Anderson

From:

Re: AB 1399 – Support

AB 1399 is a good government bill that applies accountability and transparency to county governments by closing an existing loophole in ethics, prohibiting county elected officials from gifting public assets to their immediate family members.

Granting public goods to family members is a breach of the public trust. While this form of nepotism may technically be within the letter of current law, it is an affront to the spirit of all laws dealing with corruption and political reform. Elected officials have a responsibility to be beyond reproach when working with public assets; most surpass the basic legal requirements in order to avoid even the appearance of impropriety.

Adhering to strong ethical standards is important for reasons beyond individual political popularity. It strikes at the heart of democracy. It strengthens public confidence in the equity and efficiency of government. In contrast, gifting public assets, even when technically legal, destroys the public's trust in their government.

Taxpayers have a right to know that elected officials – the stewards of their hard-earned tax dollars – spend public resources responsibly. Those officials who willfully disregard the public expectation for ethical behavior, damage the public confidence placed in all government officials.

For these reasons, I write in support Assembly Bill 1399. AB 1399 puts into law an ethical standard that the public already expects.

Sincerely,

The Press-Enterprise

Riverside supervisor touts sister's pro-bono work for county, pays her from campaign fund

http://www.pe.com/localnews/politics/stories/PE_News_Local_S_stone24.38a5b2a.html

10:26 PM PDT on Monday, March 23, 2009

By JULIA GLICK
The Press-Enterprise

Supervisor Jeff Stone frequently praises his sister as Riverside County's best bargain because she works full-time as an unpaid volunteer in his office.

But records show he paid Lori Stone more than \$180,000 in campaign money last year for political consulting and professional services and *he assigned her the free use of a county car with taxpayer-funded gasoline included.*

Over the past three years, Stone's campaign payments to his sister totaled about \$330,000.

In reporting this story, The Press-Enterprise tried to interview Lori Stone and another staff member. Jeff Stone directed them not to comment and asked that requests be referred to him.

Stone then declined to discuss the issues in person or by phone, saying he wanted all questions submitted in writing by e-mail. The Press-Enterprise declined. Stone then sent a lengthy e-mail defending his sister's use of a county car and her volunteer service.

"In addition to Lori putting in 50 to 60 hours a week of her time to improve the quality of life of women in the 3rd District, she was having to endure a personal expense of transporting herself throughout the County to do the fine work she does," he wrote. "I felt it was a lot to ask of a full time volunteer to not only donate her time to the County pro bono but to expect her to pay for all her travel expenses."

Stone, who plans to run for state Sen. Dennis Hollingsworth's seat in 2010, said his sister's use of a county car as his volunteer legislative assistant was consistent with county policies.

County spokesman Ray Smith said restrictions on volunteers' use of county vehicles do not apply to supervisors, only to the department heads and workers that serve under them.

Roman Porter, spokesman for the state's Fair Political Practices Commission, said Stone's payments to his sister do not violate any laws provided they are entirely for political, legislative or governmental purposes.

But the large amount of money to a sibling raises questions, said Bob Stern, president of the Los Angeles-based Center for Governmental Studies.

Stone paid his sister almost \$40,000 more in 2008 than he earned as a county supervisor.

Stone was re-elected by a landslide in 2008 against a challenger who raised less than \$1,000, a fact that gave Stern pause.

"Campaign consultants do not get almost \$200,000 for noncompetitive races," Stern said, adding: "I don't think any legislative assistant gets \$200,000. The question is what is she doing for her pay? I think this is case No. 1 for saying relatives should not be paid out of campaign funds because it's just too open for abuse."

Volunteer Work?

Stern said Stone could legally pay a legislative assistant's salary out of his campaign funds, but the pay must be in line with the amount of work and the skill level of the person performing it.

That aside, Stone has repeatedly said his sister works entirely for free for the county, identifying her as a "volunteer" on his Web Site.

Lori Stone works on homelessness issues, serves on the Riverside County Women's Commission and was appointed official county spokeswoman for the Sexual Assault Felony Enforcement team, Stone said in his e-mail. He added that she has launched and run several successful fundraisers for nonprofit organizations.

"Replacing her on my staff would cost the county a minimum of \$60-70,000 per year in salary not including benefits," he said. "The citizens of this county are the beneficiaries of her pro-bono work."

County rules would not permit Stone to directly hire his sister for his staff or directly supervise her.

A county ordinance forbids county officers, including supervisors, from involvement in decisions to employ, retain, promote or make work assignments for a sibling or other immediate relative on the county payroll. The ordinance does not apply to volunteers, county spokesman Smith said.

County Car

Lori Stone has never been on the county payroll but drives a county car, a 2000 Ford Explorer. The county purchased the sport utility vehicle in 1999 for its Transportation and Land Management Agency, records show.

In May 2007, the car was transferred to Stone's office, where it was assigned to Lori Stone, according to fleet records.

The car had almost 105,000 miles on it when it was reassigned and is now nearing 132,000 miles, according to fleet records. Drivers of county vehicles rely on county gas pumps and county maintenance services, officials said.

Bob Howdysshell, director of county purchasing and fleet services, said supervisors' staff members often seek cars that have been used by other departments in the interest of frugality. ***But Lori Stone's situation is one-of-a-kind because she is a full-time volunteer, he said.***

"I am not familiar with anyone who is a volunteer and has a long-term arrangement with a vehicle," he said of the vehicles used in county departments.

A county ordinance states that volunteers may not use county vehicles without justification from the relevant department head and authorization from the county executive officer.

But the requirement does not apply to the supervisors or their staff, Smith said. That's because supervisors set policy and oversee the county executive officer and department heads, he said. The requirements do not specifically refer to supervisors, he added.

Only the board would have the ability to change those rules to include them and their staffs, Smith said.

Reach Julia Glick at 951-368-9442 or jglick@PE.com

Consulting Pay

Riverside County Supervisor Jeff Stone says his sister Lori Stone is a volunteer in his office. Meanwhile he has paid her more than \$330,000 in campaign funds for consulting and professional work over the past three years.

2008 Campaign contributions \$218,696

Payments made \$444,115 Consulting, professional payments to Lori Stone \$181,000

2007 Campaign contributions \$302,390

Payments made \$266,769 Consulting, professional payments to Lori Stone \$84,000

2006 Campaign contributions \$342,412

Payments made \$268,009 Consulting, professional payments to Lori Stone \$67,076

Source: Campaign finance filings

Last modified Thursday, March 26, 2009 8:07 PM PDT

RIVERSIDE: Stone says sister will remain on campaign

By JEFF ROWE - Staff Writer

RIVERSIDE ---- Supervisor Jeff Stone says his sister will stay on his campaign staff and be paid as she has for the last three years ---- from campaign funds.

Lori Stone has been paid about \$330,000 over the past three years, including an election victory bonus last year of about \$130,000.

She also uses a county car and fills the tank with county-provided gasoline for her work.

Lori Stone consults on campaigns for her older brother and also works on other countywide concerns on his behalf, including women's issues, homelessness and fundraising for charities.

In public remarks, he often has referred to his sister's service as volunteer.

Because Lori Stone is not paid by the county, she technically is a volunteer, as noted on Jeff Stone's Web site, but he pays her about \$65,000 annually from campaign funds.

"She gets no salary from public funds," said Verne Lauritzen, Jeff Stone's chief of staff and Lori Stone's boss.

That's legal, as long as the work is for political, legislative or government purposes, said Roman Porter, executive director of the Fair Political Practices Commission, the state's political watchdog.

Hiring family members is "primarily an appearance problem," said Martin Johnson, a political science professor at UC Riverside.

And while it can be controversial, examples abound of relatives working for office holders, Johnson said, noting Robert Kennedy and Hilary Clinton.

Johnson added, however, that in any future campaigns, Jeff Stone should be prepared to discuss his sister's expertise and work.

Stone's colleague, 5th District Supervisor Marion Ashley, lauded Lori Stone's work.

"Lori is a hard worker," he said. "She pours her heart out working on county and charitable issues. She's been very effective working for the county (and) I know for a fact she only uses the car on county business."

Lori Stone has driven about 27,000 miles on county business in the two years she has used the county car; it was cheaper to allow her to use a county car than to pay the county-allocated 51 cents a mile, Jeff Stone said.

Jeff Stone has taken out papers for a run at the state Senate seat now held by Dennis Hollingsworth, R-Murrieta.

Term limits prevent Hollingsworth from running again for the seat. Stone is expected to decide soon if he will pursue the seat.

Recognizing that appearances sometimes stray into impropriety, state Sen. Tony Strickland, R-Thousand Oaks, has introduced a bill in this legislative session that would ban spouses or domestic partners from receiving compensation in connection with fundraising.

Jeff Stone maintains that how his sister is paid is "totally appropriate."

He said any campaign donors troubled by how he spends campaign funds are welcome to take up the issue with him.

"She does a fantastic job," he said.

Lori Stone said she deserved the bonus and pay she has received over the last three years.

She said she routinely puts in 60-hour weeks and must pay for her own health insurance and retirement fund contributions.

Among other duties, Lori Stone is chairwoman of the Riverside County Women's Commission, represents her brother on the Sexual Assault Response Team and is leading an effort to find a shelter for homeless women.

She also organized and leads the 3rd District Race for Humanity, which, she said, raised \$173,000 for nonprofit organizations the first year and \$152,000 the second year.

The third annual race is planned for April 25.

Contact staff writer Jeff Rowe at (951) 676-4315, Ext. 2621, or jrowe@californian.com.

Source:

<http://www.nctimes.com/articles/2009/03/26/news/californian/riverside/zcb1bd1d2e7dfa7fb88257583005d3f9c.prt>

The Press-Enterprise

Riverside County supervisors look to curtail county car use

http://www.pe.com/localnews/politics/stories/PE_News_Local_S_stonefolo27.38622d4.html#3

09:01 PM PDT on Thursday, March 26, 2009

By JULIA GLICK
The Press-Enterprise

At least four Riverside County supervisors would support tighter restrictions on the use of county cars by supervisors and their staffs, county officials said Thursday.

County Executive Officer Bill Luna is scheduled to present a report to supervisors April 7 recommending ways to cut costs in the county fleet.

The county faces a growing budget shortfall for next fiscal year of at least \$90 million, and Luna is calling for sweeping budget cuts.

Supervisors Bob Buster, Roy Wilson and chiefs of staff for supervisors John Tavaglione and Marion Ashley said Thursday the supervisors would likely back Luna's recommendations, which could include eliminating all take-home county cars for supervisors' staff members.

The comments came after an article in Tuesday's Press-Enterprise, which examined Supervisor Jeff Stone's assignment of a county car to his sister, who serves on his staff but is not on the county payroll.

Stone paid Lori Stone more than \$180,000 last year from campaign funds for political consulting and professional services.

The story generated almost 100 reader comments and dozens of letters and e-mails, most of them critical of Stone.

Stone, his sister and his chief of staff did not respond calls to for comment Thursday.

Stone indicated earlier that his sister's use of a car conformed with county policy.

County rules limiting volunteers' use of cars apply to departments but not to supervisors and their staffs, county spokesman Ray Smith said.

Supervisors and chiefs of staff Thursday declined to comment on Lori Stone's consulting work or car use.

They said they were open to whatever restrictions Luna proposes, because of the worsening budget picture in the county.

Smith said Luna would not comment on the details of the plan until he is ready to present it.

"We anticipate very likely losing county cars for staffers at this point in time," John Field, Tavaglione's chief of staff, said of his expectations for Luna's report.

"During a crisis like we are going through right now, I suspect he is going to support it," he said of Tavaglione, who did not return a call for comment. "We are laying people off. It's hard not to support anything that is going to help stem the bleeding."

Most county supervisors assign key staffers the take-home use of county cars.

Wilson said his staff gave up their take-home cars at the end of the last year to save the county money.

The staff of eight went from three take-home cars and a shared car to two cars that the office shares, he said. It's working well, although sometimes it's inconvenient, he said.

Ashley's chief of staff Robin Hastings said the supervisor plans to limit his four staffers who drive county cars from taking them home at night.

Ashley will wait to see Luna's proposals first, she said.

Reach Julia Glick at 951-368-9442 or jglick@PE.com

SCHARF: Honest guy gone wrong?

<http://www.nctimes.com/articles/2009/03/27/opinion/scharf/z2ace2ec3a473c9c688257585005d4b9e>

By GREG SCHARF - For The Californian

March 27, 2009 12:10 AM PDT

It was revealed this week that Riverside County Supervisor Jeff Stone has paid his sister Lori Stone \$330,000 in campaign money during the last three years, as well as having use of a county car, gas included.

In this economy, it seemed obscene to me that a "volunteer" received \$130,000 last year for consulting on a political race with Dean Foote, a competitor whose political war chest amounted to about \$1,000. This includes a bonus for his winning the election: Stone explained to me that this was for her retirement. This seems to be over the top, even for a highly skilled and experienced veteran campaign consultant, which she is not.

First of all, it must be stated that Supervisor Stone violated no laws, although it has to be said that his actions certainly push the envelope as far as ethics are concerned. And likewise with the car — he's violated no laws. When on county business, any volunteer is entitled to reimbursement for mileage or a company vehicle.

Bob Howdyshell, director of county purchasing and fleet services, has said a full-time volunteer with a long-term arrangement of a vehicle is definitely not a familiar situation. The question must also be asked if someone is making as much as she does for being a "volunteer," perhaps she could forgo the car like former Gov. Jerry Brown did the governor's limousine, as well as living in the governor's mansion in the 1970s.

Mr. Stone was very honest in discussing this issue with me. It all started with a promise to a dying mother. She told him, "husbands and wives may come and go, but siblings are forever." And he said he's made it a point to honor a commitment to take care of his sister.

Ms. Stone was apparently a successful cosmetologist/businesswoman around town, but sold her business, so she ended up working with her brother, first in a respiratory business, and then in politics. She's apparently done a great job as she's received quite a number of civic awards. But I've never understood why we need a "volunteer" with our county supervisor's office that puts in 50 to 60 hours a week specializing in "women's issues." Particularly one that knocks down a six-figure income to do so.

Ultimately, I told Mr. Stone that my read on the situation was that the law prevented his hiring a sibling for his office, and because he respected, trusted and admired her, he essentially paid her out of his pocket, i.e. his campaign surplus, which again is somewhat a thorny issue in terms of ethics.

Also it must be noted that she does not report directly to him, but to Verne Lauritzen, Stone's chief of staff.

Stone points out how the county is saving \$60,000 to \$70,000 in wages, let alone benefits, if she were a county employee. Assuming that she would be hired in the first place, and it's safe to think she has enough friends in high places that she would, her package would not be within a light year of what she now gets.

This has been a very difficult column to write, as Jeff Stone has made many great contributions to this city; I laud his love and respect for his sister, and I consider him normally a very straight-up guy, ***but this situation seems really, really wrong.***

Greg Scharf writes from Temecula. Contact him at gscharf7@aol.com.



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June 4, 2009

Chief Nick Pavone
Rancho Santa Fe FPD
P.O. Box 410
Rancho Santa Fe, CA 92067


Dear Chief Pavone, 

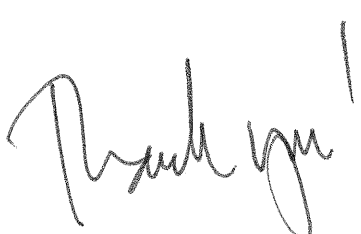
On behalf of the Burn Institute, I would like to thank you for your support of the 9th Annual Barona **"Give Burns the Boot"** Firefighter Boot Drive to benefit the Burn Institute. Your participation helped raise \$220,000 for the important work of the Burn Institute. With Chula Vista Fire Department conducting a Boot Drive later this month, we can reach our goal of \$241,000! Dedicated, enthusiastic leaders like you make a difference in the success of our events, *and this event truly was a great success!*

The money raised will help fund fire and burn prevention programs as well as important support programs, such as ***Camp Beyond the Scars***, that give young burn survivors the helping hand they need to overcome their injuries. Your efforts directly help us with our goal of positively impacting the community.

Again, thank you so much. We look forward to your continued involvement with our vital work!

Best Regard,


James A. Floros
Executive Director /
Chief Executive Officer





WORKING FOR A FIRE SAFE FUTURE

California Fire Alliance

Working for a Fire Safe Future

www.ca.firealliance.org

May 27, 2009

Guest Speaker: Cliff Hunter

Presentation: "Ignition Resistant Construction – Methods and Codes"

Dear Mr. Hunter:

On behalf of the California Fire Alliance (CFA), I would like to take this opportunity to express my gratitude to you for your presentation at the spring CFA Board Meeting and providing assistance to the CFA in achieving its Community Assistance goals for the National Fire Plan.

I commend you on your ability to incorporate stakeholder involvement and utilize the local resources to make communities fire safe.

On behalf of all the agencies of CFA, please accept my thanks and appreciation in protecting California's Natural Resources and Communities.

Sincerely,

Randy Moore
Regional Forester, USFS R-5
Vice Chair, CA Fire Alliance



Clifford F. Hunter

From: Janita Talmadge [jtalmadge@iccsafe.org]
Sent: Tuesday, June 09, 2009 2:03 PM
To: Clifford F. Hunter
Subject: ICC Appointment Process - FCIC
Attachments: image001.jpg; image003.jpg; Hunter_Clifford_FCIC.pdf



Dear Clifford:

The Code Council Board met last month to review the ICC Council nominations for committee appointment. I am pleased to let you know that you have been appointed to an ICC code interpretation committee. The details of your appointment are in the attached letter. This email and the attachment(s) are your record of appointment and are not intended for further distribution. As part of ICC's commitment to being green, we will not be sending you a hard copy via the mail.

Congratulations on your appointment.

Mike

Michael J. Pfeiffer, P.E.
Deputy SVP, Technical Services
International Code Council, Inc.
Chicago District Office
4051 West Flossmoor
Country Club Hills, IL 60478
888-ICC-SAFE (422-7233), x 4338
708-799-0320 facsimile
708-679-4344 mobile
mpfeiffer@iccsafe.org
www.iccsafe.org

Janita L. Talmadge
Secretary, Codes & Standards Development
International Code Council, Inc.
Chicago District Office
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708/799-0320, facsimile
jtalmadge@iccsafe.org
www.iccsafe.org

NEW! Check out ICC's FREE 2009 I-Codes® Overview Webinars at www.iccsafe.org/09free. Available 24/7 online – simply log in and learn about the new Codes – for free!

June 5, 2009

Clifford Hunter
Fire Marshal
Rancho Santa Fe Fire Protection District
16936 El Fuego - Mailing P.O. Box 410
Rancho Santa Fe, CA 92067-0410

RE: Appointment to the ICC Fire/Performance/Wildland Interface Code Interpretation Committee (FCIC)

Dear Mr. Hunter:

The ICC Board of Directors has affirmed the appointment of ICC Codes & Standards Committees as nominated by the respective ICC Councils. We have received a substantial number of applications for committee appointment and it is difficult to always appoint individuals to their first preference. The ICC Councils have endeavored to match individuals with committees that reflect the needs of the organization and the individual's talents and skills.

On behalf of the International Fire Code Council (IFCC), I am pleased to inform you that you have been appointed as a member of the ICC Fire/Performance/Wildland-Urban Interface Code Interpretation Committee (FCIC) for the upcoming 2009/2010 Code Development Cycle. Your term is effective July 1, 2009 and ends December 31, 2009.

As you know, the ICC Committees are the foundation upon which the system of the *ICC International Codes* ("I-Codes"), standards and related services are built and their importance cannot be overemphasized. In making this appointment, the IFCC expects and believes that you can and will make a significant contribution to the success of the committee. You need not send a response to this letter, unless of course, you feel that you will be unable to fulfill this commitment. If you do decline, please advise Mike Pfeiffer at the ICC office at your earliest opportunity. Mike's contact information is shown at the bottom of this letter.

The interpretation of the I-Codes is a key service offered by the ICC. While the ICC staff routinely provides thousands of telephone and written interpretations, such interpretations are only considered the opinion of the staff. The ICC Interpretation Committees are especially important as these committees are responsible for rendering the official position of the International Code Council. The work of this committee is typically accomplished through correspondence. It is essential that you complete work assignments. The staff secretary for this committee is John Battles. John's email address is jbattles@iccsafe.org and his telephone number is 888-ICC-SAFE X5274. He will be in contact with you with additional information as to the committee charge, processes and tasks.

It is equally important that you understand the limitation of your authority as a member of an ICC Committee. At no time are you expected or authorized to act as an official or unofficial representative of ICC except at a regularly convened meeting of the committee. All requests for your views and interpretations as a member of the committee are to be forwarded to the ICC offices for the appropriate coordination of documentation and response. I am listing at the end of this letter the link for ICC Council Policy #11 *Committees Interpretations on International Code Provisions* that governs committee interpretation work.

As a member of an ICC Codes & Standards committee, you are also encouraged to attend and participate in the Code Development Hearings during the period of October 24-November 11, 2009 (in conjunction with the 2009 Annual Conference) and the two Final Action Hearings that are scheduled for May 14-23, 2010 in Dallas TX and October 28-November 1, 2010 in Charlotte, NC (in conjunction with the 2010 Annual Conference). Your attendance, however, will

not be as a representative of your interpretation committee but rather as an interested party and ICC will not be funding your travel.

I would like to thank you for your service to ICC and the code enforcement profession and your continued interest and involvement in the model code effort. With your help, the ICC will continue to realize the steady progress it has achieved to date. If I can be of any assistance in this endeavor, please let me know.

If you have any questions concerning your committee appointment, feel free to contact Mike Pfeiffer at 888-422-7233, ext. 4338 at ICC's Chicago District Office (email: mpfeiffer@iccsafe.org).

Sincerely,



M. Dwayne Garriss
Chair, IFCC

Enclosures
MDG/jlt

cc: Mike Pfeiffer, Deputy SVP, Technical Services

Committee contact information: If incorrect or incomplete, please revise and fax this page to 708/799-0320.

Clifford Hunter
Rancho Santa Fe Fire Protection District
16936 El Fuego - Mailing P.O. Box 410,
Rancho Santa Fe, CA 92067-0410
PH: 858/756-6040 FAX: 858/756-4799
Email:

Council Policies:

CP#11-03 *Committees Interpretations on International Code Provisions*
<http://www.iccsafe.org/news/about/pdf/CP11-03.pdf>

STAFF REPORT

NO. 09-10

TO: BOARD OF DIRECTORS
NICHOLAS G PAVONE, FIRE CHIEF

FROM: TONY MICHEL, DEPUTY CHIEF

SUBJECT: BUDGET AUTHORIZATION

DATE: JUNE 10, 2009



The following budget action(s) are requested for approval and/or modification:

| Description | FY 08/09 Budget | Funding Request | Funding Source | Action Requested |
|---|-----------------|-----------------|----------------|---|
| 4S Fire Station Alerting System – Upgrade | \$33,000 | \$29,000 | General Fund | Approve the “Alerting Upgrade” project and authorize the expenditure. |

JUSTIFICATION for Funding Request –

The current alerting system at the 4S Fire Station no longer has the ability to segregate between units in the fire station. With the addition of the medic ambulance a few years back and the lack of segregation, units may not get an alert tone in the station. The system’s current vendor will no longer service this system in its current configuration. There has been an occasion when the medic ambulance has been delayed because of this issue. If ambulance crews are responding as a sole response, they are only being alerted by a pager and not station alerting for redundancy.

The Fire District’s vendor for station alerting has submitted a revised proposal and is actually in excess of four thousand dollars (\$4000.00) less than their original bid and the old alerting equipment can be used in the Fairbanks Ranch temporary fire station for a cost savings of approximately five thousand dollars (\$5,000.00).

The upgrade to the alerting system is necessary to ensure 4S Fire Station personnel are alerted to any emergency response without delay.

STAFF REPORT

NO. 09-11

TO: BOARD OF DIRECTORS
FROM: NICHOLAS PAVONE, FIRE CHIEF
SUBJECT: SCHOENFELDER SEWER EASEMENT AGREEMENT
DATE: JUNE 10, 2009



BACKGROUND

The public review process for the new Fairbanks Ranch fire station has prompted discussion with the current neighbor (Mr. Jerry Schoenfelder) of the current and proposed fire station site. The neighbor has requested that the Fire District allow him to have a sewer easement on the property owned by the District. In return for the easement, the neighbor will provide support and not hinder the District's processing of permits or approvals for the fire station

CURRENT SITUATION

The Fire District's legal counsel has drafted an agreement that has been approved by Mr. Schoenfelder. The Agreement will provide easement rights and specifies that Mr. Schoenfelder will be responsible for all costs associated with the extension of the sewer main and his use of the easement

RECOMMENDATION

Staff recommends that the Board approve the easement agreement and authorize the Board President to sign the contract.

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into this ___ day of June, 2009 ("Effective Date") by and between Rancho Santa Fe Fire Protection District, a special district organized under the laws of the State of California ("RSF") and Gerald P. Schoenfelder, Trustee of the Gerald P. Schoenfelder 2003 Residential Real Estate Trust ("Schoenfelder").

Recitals

WHEREAS, SCHOENFELDER is the owner of real property located at 6412 El Apajo Rancho Santa Fe, CA 92067 APN 269-071-28 ("Schoenfelder Parcel"); and

WHEREAS, RSF is the owner of real property located at 6424 El Apajo Rancho Santa Fe, CA 92067 APN 269-071-17 ("RSF Parcel"); and

WHEREAS, RSF will install a sewer main on the RSF Parcel and upon completion of the installation dedicate said sewer line and an easement ("Public Use Easement") to the Rancho Santa Fe Community Services District ("RSFCSD"). The Public Use Easement is more particularly described in Exhibit "A" and depicted on Exhibit "A-1" attached hereto and by this reference made a part hereof.

WHEREAS, Schoenfelder has requested that RSF grant an easement for the installation, erection, operation, maintenance, repair, replacement and removal of a sewer line over and across a portion of the RSF Parcel; and

WHEREAS, RSF is willing to grant such easement to Schoenfelder in accordance with all the terms of this Agreement including support by Schoenfelder of RSF's construction of a new fire station as more particularly provided in this Agreement.

NOW THEREFORE, the Parties agree as follows:

1. Provided Schoenfelder is in complete compliance with the terms of this Agreement, RSF shall grant to Schoenfelder an easement for the installation, erection, operation, maintenance, repair, replacement and removal of a sewer line and connection over, under, along and across the RSF Parcel ("Public Use Easement"). The Public Use Easement is more particularly described in the Grant of Easement attached hereto as Exhibit "A" and by this reference made a part hereof.

2. Schoenfelder shall solely be responsible for the cost to install, maintain repair and remove said sewer line in the Private Use Easement. Further Schoenfelder agrees to reimburse RSF for all additional costs associated with design, installation and granting of the Public Use Easement and the granting of the Private Use Easement described in the Paragraph 1 including but not limited to all

additional costs associated with the design and installation of a main rather than a lateral in the Public Use Easement to allow Schoenfelder to connect to the sewer main. Further Schoenfelder shall share equally share in any costs, fees or other charges imposed by RSFCSD as they relate to the Public Use Easement and the sewer line located therein. Schoenfelder agrees to use the same contractor to install the sewer line in the Private Use Easement that RSF hires to install the sewer lateral and main in the Public Use Easement. Schoenfelder further agrees that the installation of the sewer line in the Private User Easement shall be performed in accordance with the construction critical path for construction of the new fire station by RSF and will not result in a delay to RSF in said construction. RSF will use its best efforts to bid the installation of the sewer line in the Private Use Easement at the same time as it bids the installation of the sewer lateral and main in the Public Use Easement. Schoenfelder acknowledges that RSF will not be contracting for the installation of the sewer line in the Private Use Easement but is only obtaining the bids for the sewer line in the Private Use Easement as an accommodation to Schoenfelder. Schoenfelder further acknowledges that the work being bid by RSF on the RSF Parcel as to the Public Use Easement is a public works project subject to prevailing wage and other requirements as provided for applicable sections of the Government Code and Labor Code. A preliminary differential cost estimate of the reimbursable costs in the amount of \$14,090 is attached hereto as Exhibit "B". RSF shall bill Schoenfelder for the actual costs once determined, Schoenfelder agrees to reimburse RSF within twenty (20) days after the date of any invoice.

3. In exchange for the granting of the Easement Schoenfelder agrees to support and not oppose, object to, obstruct or hinder RSF's processing of permits and approvals for the construction of a new fire station on the RSF Parcel. RSF in return agrees that the design and construction of the currently proposed fire station on the RSF Parcel shall exceed 36 feet in height. If at any time RSF determines in its reasonable discretion that any communications or other contacts by Schoenfelder with the County of San Diego or any other governmental authority or non-governmental authority are or may be contrary to or in conflict with RSF's efforts, RSF may send written notice to Schoenfelder to cease such communications or other contacts, which Schoenfelder shall do.

4. Schoenfelder shall execute such Quitclaim Deed or other document to release any and all liens, easements or rights in the RSF Parcel excepting therefrom the Easement.

5. All notices, requests, demands and other communications required to or permitted to be delivered under this Agreement shall be in writing and shall be conclusively deemed to have been duly delivered (a) when hand delivered to the other party; or (b) when received when sent by telex or facsimile at the address and number set forth below (provided, however, that notices delivered by facsimile shall

not be effective unless either (i) a duplicate copy of such facsimile notice is promptly delivered by depositing same in a United States post office with first-class postage prepaid and addressed to the parties as set forth below, or (ii) the receiving party delivers a written confirmation of receipt for such notice either by facsimile or any other method permitted under this section); additionally, any notice delivered by telex or facsimile shall be deemed received on the next business day if such notice is received after 5:00 p.m. (recipient's time) or on a non-business day; or (c) three business days after the same have been deposited in a United States post office with first-class or certified mail return receipt requested postage prepaid and addressed to the parties as set forth below; or (d) the next business day after same have been deposited with a national overnight delivery service reasonably approved by the parties (Federal Express and UPS being deemed approved by the parties), postage prepaid, addressed to the parties as set forth below with next-business-day delivery guaranteed, provided that the sending party receives a confirmation of delivery from the delivery service provider:

RSF

Rancho Santa Fe Fire Protection District,
P.O. Box 410
Rancho Santa Fe, Ca 92067
Telephone (858) 756-5971

Copy to

Stephen J. Fitch, Esq.
Stephen J. Fitch & Associates, APC
3465 Camino Del Rio South, Suite 250
San Diego, CA 92108
Telephone (619) 282-8100

Schoenfelder

Gerald P. Schoenfelder
P.O. Box 675630
6412 El Apajo Road
Rancho Santa Fe, CA 92067
Telephone (858)

Copy to

Darryl O. Solberg
Hecht Solberg Robinson Goldberg & Bagley, LLP
600 West Broadway, 8th Floor
San Diego, CA 92101
Telephone (619) 239-3444

Each party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are delivered in accordance with this section, and that any person to be delivered notice actually receives such notice. A party may change or supplement the addresses given above, or designate additional addresses, for purposes of this section by giving the other party written notice of the new address in the manner set forth above.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

7. This Agreement supersedes any and all other agreements either oral or written or implied between the Parties. Each party acknowledges that no representation, inducements, policies or agreements have been made by any party or anyone acting on behalf of any party which is not embodied herein and that no other agreements, statement or promise not contained in this contract shall be valid or binding on either party except as provided herein.

8. Time is expressly of essence with respect to this Agreement.

9. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not be effective until the execution and delivery between each of the parties of at least one set of counterparts. The parties authorize each other to detach and combine original signature pages and consolidate them into a single identical original. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

10. Should any party herein employ an attorney for the purpose of enforcing or construing this Agreement, or any judgment based on this Agreement in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaration relief or other litigation, the prevailing party shall be entitled to receive from the other party or parties thereto reimbursement for all attorneys' fees and all costs, including, but not limited to service of process costs, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, and such reimbursement shall be included in any judgment or final order issued in that proceeding.

11. No amendment or modification of the terms or conditions of this Agreement shall be valid unless in writing and signed by the parties hereto.

12. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken

in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

13. The terms of this Agreement have been negotiated by the parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person.

14. The recitals set forth at the beginning of this Agreement of any matters or facts shall be conclusive proof of the truthfulness thereof and the terms and conditions set forth in the recitals, if any, shall be deemed a part of the Agreement.

15. This Agreement was executed voluntarily without any duress or undue influence on the part of or on behalf of the parties hereto. The parties acknowledge that they have read and understood this Agreement and its legal effect. Each party acknowledges that it has had a reasonable opportunity to obtain independent legal counsel for advice and representation in connection with this Agreement.

16. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement.

17. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

18. The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

[Signatures on Next Page]

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

RSF

RANCHO SANTA FE FIRE PROTECTION
DISTRICT, a California Special district

By: _____
James Ashcraft, Board President

By: _____
Karlana Rannals, Board Secretary

Approved as to form:
Stephen J. Fitch & Associates, APC

By: _____
Stephen J. Fitch, Esq.
Attorney for RSF

Schoenfelder

Gerald P. Schoenfelder, Trustee

Approved as to form:
Hecht Solberg Robinson Goldberg & Bagley, LLP.

By: _____
Darryl O. Solberg
Attorney for Schoenfelder

Exhibit "A"
Grant of Easement

Recording Requested By
and
When Recorded Mail To:

Hecht Solberg Robinson Goldberg & Bagley LLP
600 West Broadway, 8th Floor
San Diego, California 92101
Attn: Mr. Darryl O. Solberg

Above Space For Recorder's Use Only

GRANT OF EASEMENT

Preamble

THIS GRANT OF EASEMENT ("**Easement**") is made this __ day of June, 2009 by and between RANCHO SANTA FE FIRE PROTECTION DISTRICT, a special district organized under the laws of the State of California ("**RSF**") and GERALD P. SCHOENFELDER, Trustee of the Gerald P. Schoenfelder 2003 Residential Real Estate Trust ("**Schoenfelder**")

Recitals

WHEREAS, RSF is the owner of certain real property in the County of San Diego, State of California (APN: **269-071-17 and 269-183-47**) ("**RSF Parcel**") more particularly described as:

THAT PORTION OF LOT 1, BLOCK "P" OF SANTA FE VALLEY LANDS IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL MAP THEREOF NO. 1924 RECORDED JUNE 23, 1926 AS DESCRIBED IN DEED TO RANCHO SANTA FE FIRE PROTECTION DISTRICT RECORDED ON FEBRUARY 28, 1983 AS DOCUMENT NO. 83-062362 OF OFFICIAL RECORDS, AND A PORTION OF LOT 130 OF COUNTY OF SAN DIEGO TRACT 3877-2 IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL MAP THEREOF NO. 9736 RECORDED JULY 30, 1980, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 1; THENCE NORTHERLY, ALONG THE EASTERLY LINE OF SAID LOT 1, NORTH 3°57'28" WEST, 10.77 FEET (NORTH 4°26'26" WEST, PER SAID DEED) TO THE MOST SOUTHWESTERLY CORNER OF SAID LOT 130; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 130, SOUTH 72°10'23" EAST, 32.70 FEET (NORTH 72°39'23" WEST, PER SAID MAP NO. 9736) TO THE BEGINNING OF A 1030.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6°40'41", A DISTANCE OF 120.05 FEET; THENCE LEAVING SAID SOUTHERLY LINE, NORTH 0°00'00" EAST, 150.37 FEET; THENCE NORTH 47°51'47" WEST,

62.24 FEET; THENCE SOUTH 62°47'49"WEST, 115.60 FEET TO THE WESTERLY LINE OF SAID LOT 130, SAID POINT BEING THE NORTHERLY TERMINUS OF THAT COURSE DESCRIBED IN SAID DEED AS "NORTH 4°26'26"WEST, (NORTH 4°26' WEST RECORD) 96.92 FEET"; THENCE ALONG THE BOUNDARY AS DESCRIBED IN SAID DEED THE FOLLOWING 3 COURSES: NORTH 72°10'23"WEST, 164.04 FEET, THENCE SOUTH 17°49'37" WEST, 90.00 FEET; THENCE SOUTH 72°10'23"EAST, 200.01 FEET TO THE **POINT OF BEGINNING**.

WHEREAS, SCHOENFELDER is the owner of certain real property in the County of San Diego, State of California (APN: 269-071-28) ("Schoenfelder Parcel") more particularly described as:

Parcel B of Lot 1, Block "P" of SANTA FE VALLEY LANDS - UNIT NO. 1, in the County of San Diego, State of California, according to Map thereof No. 1924, filed in the Office of the County Recorder of said San Diego County, June 23, 1926;

WHEREAS, RSF will install a sewer main on the RSF PARCEL and upon completion of the installation dedicate said sewer line and an easement ("**Public Use Easement**") to the Rancho Santa Fe Community Services District ("**RSFCSD**"). The Proposed Public Use Easement is more particularly described in Exhibit "A" and depicted on Exhibit "A-1" attached hereto and by this reference made a part hereof.

WHEREAS, RSF desires to grant an easement to Schoenfelder appurtenant to the Schoenfelder Parcel and to the Public Use Easement;

WHEREAS, this Agreement is made pursuant to California Civil Code §1468, it being the intention of the parties to this Agreement that the provisions hereof shall bind and benefit each party, the real property owned by each party, the successive owners of each parcel of real property described herein and the successors in interest of each of the parties.

NOW THEREFORE, it is agreed upon full execution of this Easement as follows:

1. For valuable consideration, RSF hereby grants to Schoenfelder the following easement:

An easement for the installation, erection, operation, maintenance, repair, replacement and removal of a sewer line and connection over, under, along and across the RSF Parcel ("**Private Use Easement**"). The Private Use Easement is more particularly described in Exhibit "B" and depicted on Exhibit "B-1" attached hereto and by this reference made a part hereof.

2. Schoenfelder shall solely be responsible for the cost to install and maintain said sewer line in the Private Use Easement. Schoenfelder shall share in the cost to design, install the sewer line in the Public Use Easement. Further Schoenfelder shall share in any costs, fees or other charges now and in the future imposed by the RSFCSD as they relate to the Public Use Easement and the sewer main located therein.

3. The Private Use Easement and Public Use Easement shall sometimes be collectively referred to as the "Easement".

4. The Private Use Easement granted herein is for sewer purposes.

5. Schoenfelder and any successor or assign to the Schoenfelder Parcel agrees to indemnify, defend and hold harmless RSF and the RSF Parcel from any claim, cost, lien, action or judgment for

personal injury or property damage by Schoenfelder and any successor or assign to the Schoenfelder Parcel or any of its employees, agents or contractors with respect to the use of Easement.

6. The Private Use Easement granted shall be appurtenant to the Schoenfelder Parcel.

7. This Private Use Easement shall be governed by and construed in accordance with the laws of the State of California.

8. Except in the case of an emergency, Schoenfelder shall not enter upon the RSF Property to install, erect, maintain, repair, replace or remove the sewer line in the Private Use Easement without providing RSF with five (5) business days prior written notice of his intent to enter and the extent of said work. In no event shall Schoenfelder's access on RSF Property or work in the Private Use Easement interfere with the ingress and egress of emergency vehicles on the RSF Property.

9. All work done by Schoenfelder with respect to the Private Use Easement shall be performed only by contractors duly licensed as such under the laws of the State of California and shall be performed pursuant to written contracts with such contractors.

10. Schoenfelder shall, prior to the commencement of work on the Private Use Easement, require his contractor to execute and deliver to RSF a waiver and release of any and all claims against RSF and liens against the RSF Property to which such contractor might at any time be entitled and, if the cost of such work is in excess of \$10,000, to execute and record a bond to pay claims (the "Bond") and shall deliver a copy of the recorded Bond to RSF. The delivery of the waiver and release of lien and the Bond within the time period set forth above shall be a condition precedent to Schoenfelder's ability to enter on and begin its construction work on the Easement.

11. Nothing contained in this Grant of Easement shall be construed as constituting the consent or request of RSF, express or implied, to or for the performance by any contractor, laborer, materialman or vendor of any labor or services or for the furnishing of any materials for any construction, alteration or repair of the Easement or to the RSF Property or any part thereof. All materialmen, contractors, artisans, mechanics, laborers and any other persons now or hereafter furnishing any labor, services, materials, supplies or equipment to Schoenfelder with respect to any portion of the Easement are hereby charged with notice that they must look exclusively to Schoenfelder to obtain payment for same. Schoenfelder shall have no power to do any act or make and contract which may create or be the foundation of any lien, mortgage or other encumbrance upon the reversionary or other estate of RSF, or any interest of RSF in the RSF Property.

12. At all times during the term of this easement, Schoenfelder shall keep RSF Property and the Easement free and clear of all liens and claims of liens for labor, services, materials, supplies, or equipment performed on or furnished to said Easement. Should Schoenfelder fail to pay and discharge or cause RSF Property to be released from any such lien or claim or lien within twenty (20) days after service on Schoenfelder of written request from RSF to do so, RSF may pay, adjust, compromise, and discharge any such lien or claim of lien on such terms and manner as RSF may deem appropriate. In such event, Schoenfelder shall, on or before the first day of the next calendar month following any such payment by RSF, reimburse RSF for the full amount paid by RSF in paying, adjusting, compromising, and discharging such lien or claim of lien, including any attorney's fees or other costs expended by RSF, together with interest at the maximum rate allowed under California law from the date of payment by RSF to the date of repayment by Schoenfelder.

13. Should any party herein employ an attorney for the purpose of enforcing or construing this Agreement, or any judgment based on this Easement in any legal proceeding whatsoever, including

insolvency, bankruptcy, arbitration, declaration relief or other litigation, the prevailing party shall be entitled to receive from the other party or parties thereto reimbursement for all attorneys' fees and all costs, including, but not limited to service of process costs, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, and such reimbursement shall be included in any judgment or final order issued in that proceeding.

14. No amendment or modification of the terms or conditions of this Easement shall be valid unless in writing and signed by the parties hereto.

15. If any term or provision of this Easement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Easement and such provision shall not affect the legality, enforceability, or validity of the remainder of this Easement. If any provision or part thereof of this Easement is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

16. The terms of this Easement have been negotiated by the parties hereto and the language used in this Easement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Easement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Easement. No rule of strict construction will be applied against any person.

17. This Easement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

18. This Easement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. It is intended that this Easement burden the owner and successive owners of the RSF Property for the benefit of the owner and successive owners of the Schoenfelder Property.

[Signatures on next page]

Executed the day and year first appearing above at San Diego, California.

RSF

RANCHO SANTA FE FIRE PROTECTION
DISTRICT, a California Special district

By: _____
James Ashcraft, Board President

By: _____
Karlana Rannals, Board Secretary

SCHOENFELDER

Gerald P. Schoenfelder

State of California

County of _____

On _____ before me, _____, a notary public, personally
(Here insert name and title of officer)

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

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

Witness my hand and official seal.

Signature _____ (Seal)

State of California

County of _____

On _____ before me, _____, a notary public, personally
(Here insert name and title of officer)

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

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

Witness my hand and official seal.

Signature _____ (Seal)

EXHIBIT “A”
LEGAL DESCRIPTION OF PUBLIC USE EASEMENT

EXHIBIT "A"
LEGAL DESCRIPTION
SEWER EASEMENT

PARCEL 1

THAT PORTION OF LOT 130 OF COUNTY OF SAN DIEGO TRACT 3877-2, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL MAP THEREOF NO. 9736, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER ON JULY 30, 1980, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 15-FOOT WIDE STRIP OF LAND WITHIN SAID LOT 130, SAID STRIP BEING 7.5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEASTERLY CORNER OF LOT 1, BLOCK "P" OF SANTA FE VALLEY LANDS, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL MAP THEREOF NO. 1924, FILED ON JUNE 23, 1926; THENCE ALONG THE EASTERLY LINE OF SAID LOT 1, NORTH 03°57'28" WEST, 10.77 FEET (NORTH 4°26'26" WEST PER DEED TO RANCHO SANTA FE FIRE PROTECTION DISTRICT, RECORDED ON FEBRUARY 28, 1983 AS DOCUMENT NO. 83-062362 OF OFFICIAL RECORDS) TO THE MOST SOUTHWESTERLY CORNER OF SAID LOT 130; THENCE ALONG THE WESTERLY LINE OF SAID LOT 130, NORTH 03°57'28" WEST, 75.68 FEET TO THE **TRUE POINT OF BEGINNING**, THENCE LEAVING SAID WESTERLY LINE OF LOT 130, SOUTH 71°27'28" EAST, 13.92 FEET TO THE BEGINNING OF CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 197.50 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°32'32" A DISTANCE OF 63.92 FEET; THENCE SOUTH 90°00'00" EAST, 28.33 FEET TO A POINT ON THE WESTERLY LINE OF AN EXISTING 15' WIDE SEWER EASEMENT AS DEDICATED PER SAID MAP NO. 9736, SAID POINT ALSO BEING THE **POINT OF TERMINUS**.

THE SIDELINES OF SAID 15-FOOT WIDE STRIP OF LAND TO BE SHORTENED OR EXTENDED SO AS TO TERMINATE WESTERLY IN THE WESTERLY LINE OF SAID LOT 130 AND EASTERLY IN THE WESTERLY LINE OF SAID 15' WIDE SEWER EASEMENT.

CONTAINS 1593 SQUARE FEET MORE OR LESS.

PARCEL 2

THAT PORTION OF LOT 1, BLOCK "P" OF SANTA FE VALLEY LANDS, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL MAP THEREOF NO. 1924, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER ON JUNE 23, 1926, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 15-FOOT WIDE STRIP OF LAND WITHIN SAID LOT 1, SAID STRIP BEING 7.5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEASTERLY CORNER OF LOT 1, BLOCK "P" OF SANTA FE VALLEY LANDS, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL MAP THEREOF NO. 1924, FILED ON JUNE 23, 1926; THENCE ALONG THE EASTERLY LINE OF SAID LOT 1, NORTH $03^{\circ}57'28''$ WEST, 10.77 FEET (NORTH $4^{\circ}26'26''$ WEST PER DEED TO RANCHO SANTA FE FIRE PROTECTION DISTRICT RECORDED ON FEBRUARY 28, 1983 AS DOCUMENT NO. 83-062362 OF OFFICIAL RECORDS) TO THE MOST SOUTHWESTERLY CORNER OF SAID LOT 130; THENCE ALONG THE WESTERLY LINE OF SAID LOT 130, NORTH $03^{\circ}57'28''$ WEST, 75.68 FEET TO THE **TRUE POINT OF BEGINNING**, THENCE LEAVING SAID WESTERLY LINE OF LOT 130, NORTH $71^{\circ}27'28''$ WEST, 8.70 FEET TO THE **POINT OF TERMINUS**.

THE SIDELINES OF SAID 15-FOOT WIDE STRIP OF LAND TO BE SHORTENED OR EXTENDED SO AS TO TERMINATE EASTERLY IN THE WESTERLY LINE OF SAID LOT 130.

CONTAINS 130 SQUARE FEET MORE OR LESS.

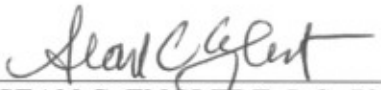
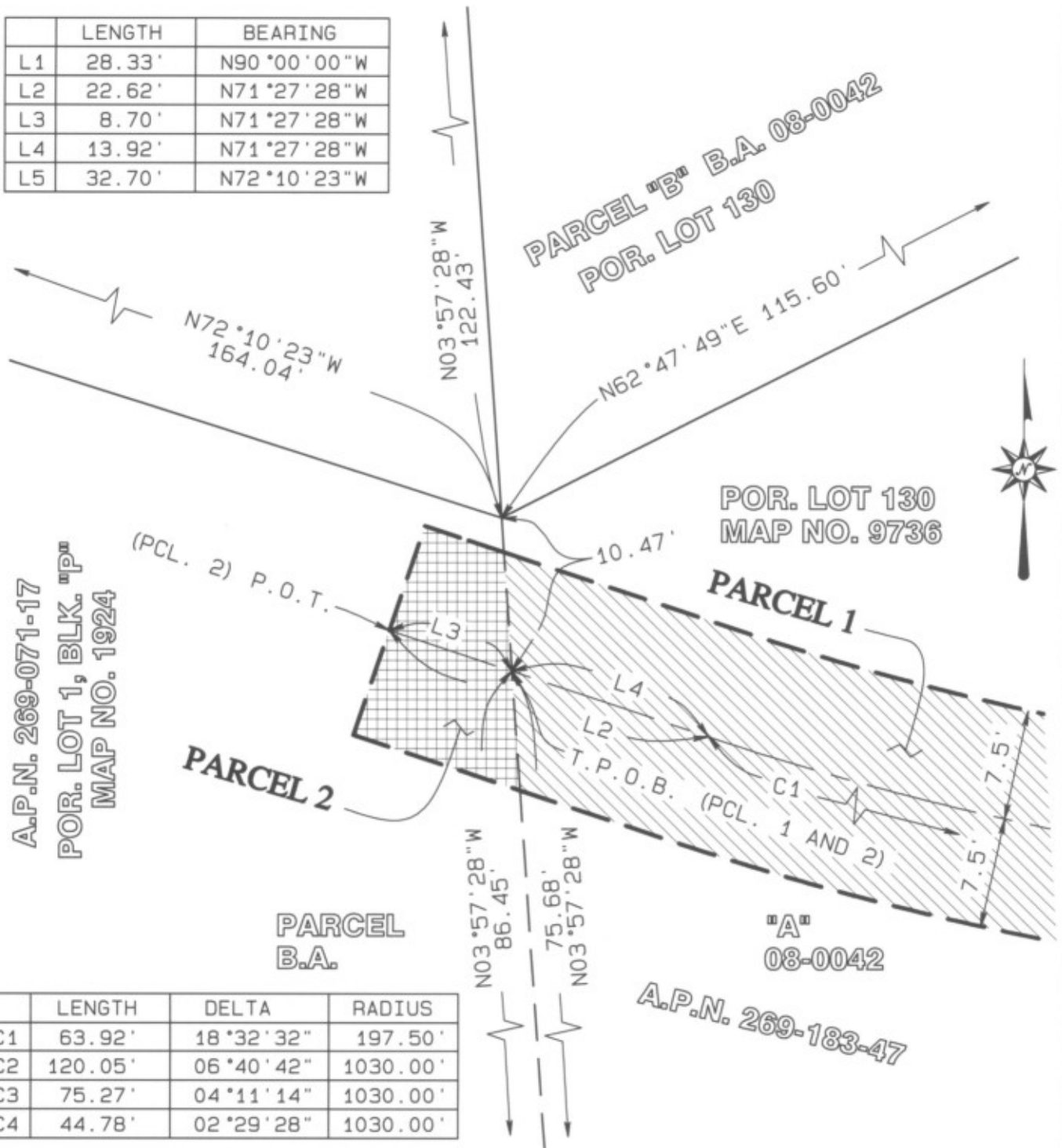

SEAN C. ENGLERT, L.S. 7959 5/5/09
COASTAL LAND SOLUTIONS DATE



EXHIBIT "B"

SHEET 1 OF 2

| | LENGTH | BEARING |
|----|--------|-------------|
| L1 | 28.33' | N90°00'00"W |
| L2 | 22.62' | N71°27'28"W |
| L3 | 8.70' | N71°27'28"W |
| L4 | 13.92' | N71°27'28"W |
| L5 | 32.70' | N72°10'23"W |



A.P.N. 269-071-17
POR. LOT 1, BLK. "P"
MAP NO. 1924

PARCEL 2

PARCEL
B.A.

POR. LOT 130
MAP NO. 9736

PARCEL 1

"A"
08-0042

A.P.N. 269-183-47

| | LENGTH | DELTA | RADIUS |
|----|---------|-----------|----------|
| C1 | 63.92' | 18°32'32" | 197.50' |
| C2 | 120.05' | 06°40'42" | 1030.00' |
| C3 | 75.27' | 04°11'14" | 1030.00' |
| C4 | 44.78' | 02°29'28" | 1030.00' |

DETAIL "A"
SCALE: 1" = 10'



COASTAL LAND SOLUTIONS, INC.

573 SECOND STREET
ENCINITAS, CA 92024
PH (760) 230-6025
FAX (760) 230-6026

CLS#674ESMT

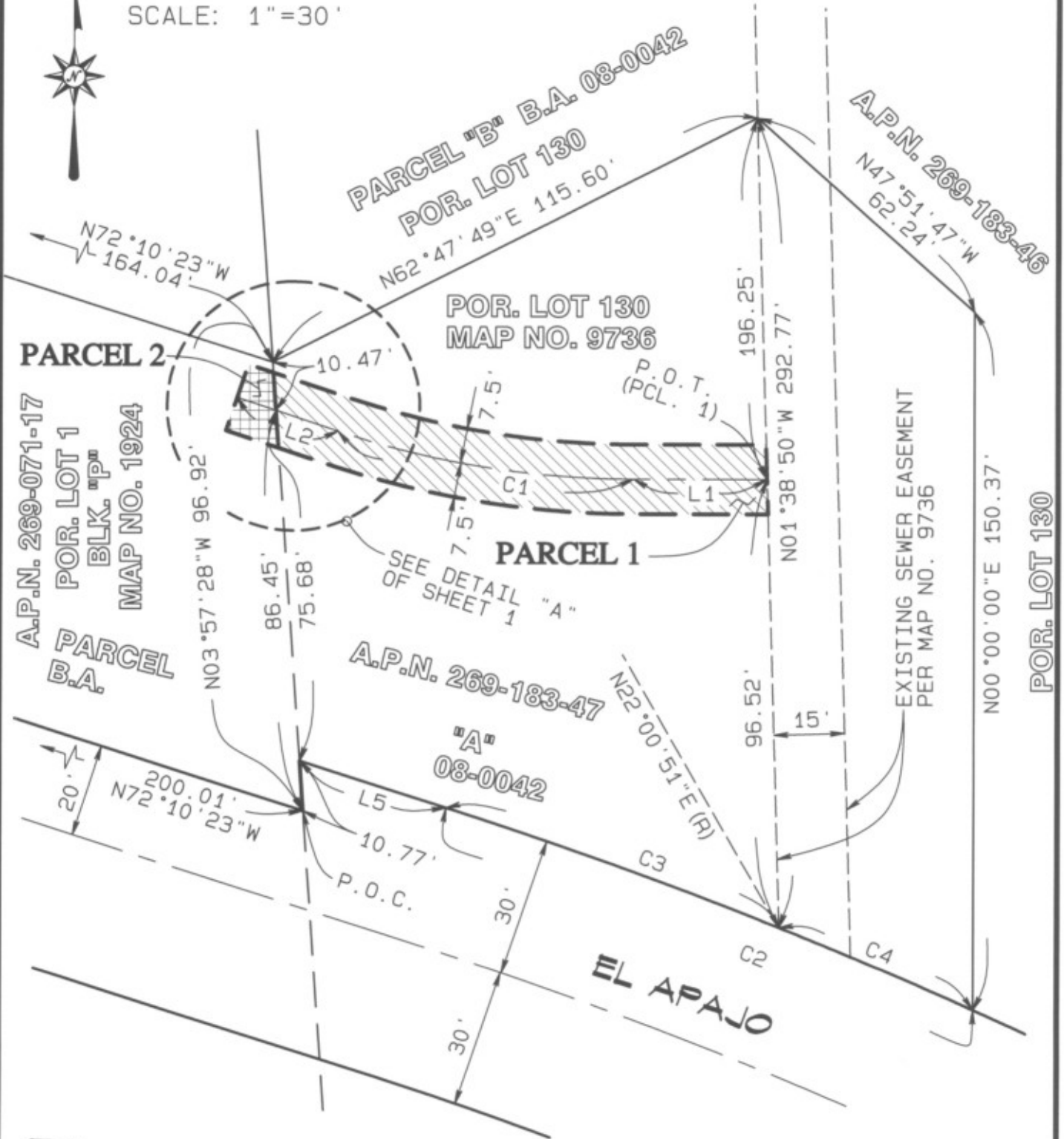
Sean C. Englert 5/5/09
SEAN C. ENGLERT DATE
L.S. 7959



EXHIBIT "B"

SHEET 2 OF 2

SCALE: 1"=30'



COASTAL LAND SOLUTIONS, INC.

573 SECOND STREET
ENCINITAS, CA 92024
PH (760) 230-6025
FAX (760) 230-6026



PARCEL 1 - PROPOSED
SEWER EASEMENT AREA =
1593 SQUARE FEET
PARCEL 2 - PROPOSED
SEWER EASEMENT AREA =
130 SQUARE FEET

CLS#674ESMT

Master Agenda
Page 66 of 125

EXHIBIT “B”
LEGAL DESCRIPTION OF PRIVATE USE EASEMENT

EXHIBIT "A"
LEGAL DESCRIPTION
SEWER EASEMENT

PARCEL 1

THAT PORTION OF LOT 1, BLOCK "P" OF SANTA FE VALLEY LANDS, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL MAP THEREOF NO. 1924, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER ON JUNE 23, 1926, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 2-FOOT WIDE STRIP OF LAND WITHIN SAID LOT 1, SAID STRIP BEING 1-FOOT ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEASTERLY CORNER OF LOT 1, BLOCK "P" OF SANTA FE VALLEY LANDS, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL MAP THEREOF NO. 1924, FILED ON JUNE 23, 1926; THENCE ALONG THE EASTERLY LINE OF SAID LOT 1, NORTH 03°57'28" WEST, 10.77 FEET (NORTH 4°26'26" WEST PER DEED TO RANCHO SANTA FE FIRE PROTECTION DISTRICT RECORDED ON FEBRUARY 28, 1983 AS DOCUMENT NO. 83-062362 OF OFFICIAL RECORDS) TO THE MOST SOUTHWESTERLY CORNER OF SAID LOT 130; THENCE ALONG THE WESTERLY LINE OF SAID LOT 130, NORTH 03°57'28" WEST, 75.68 FEET; THENCE LEAVING SAID WESTERLY LINE OF LOT 130, NORTH 71°27'28" WEST, 1.43 FEET; THENCE NORTH 03°57'28" WEST, 8.12 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING NORTH 03°57'28" WEST, 2.33 FEET TO THE **POINT OF TERMINUS**.

THE SIDELINES OF SAID 2-FOOT WIDE STRIP OF LAND TO BE SHORTENED OR EXTENDED SO AS TO TERMINATE NORTHERLY IN THE NORTHERLY LINE OF PARCEL "A" OF CERTIFICATE OF COMPLIANCE RECORDED ON JANUARY 21, 2009 AS FILE NO. 2009-0027647 OF OFFICIAL RECORDS AND SOUTHERLY IN A RADIAL LINE THAT BEARS NORTH 71°27'28" WEST FROM THE TRUE POINT OF BEGINNING.

CONTAINS 5 SQUARE FEET MORE OR LESS.

 5/5/09
SEAN C. ENGLERT, L.S. 7959 DATE
COASTAL LAND SOLUTIONS



EXHIBIT "B"

SHEET 1 OF 2

| | LENGTH | BEARING |
|----|--------|-------------|
| L1 | 28.33' | N90°00'00"W |
| L2 | 22.62' | N71°27'28"W |
| L3 | 7.27' | N71°27'28"W |
| L4 | 1.43' | N71°27'28"W |
| L5 | 13.92' | N71°27'28"W |
| L6 | 32.70' | N72°10'23"W |
| L7 | 2.33' | N03°57'28"W |
| L8 | 8.12' | N03°57'28"W |

A.P.N. 269-071-17
POR. LOT 1, BLK. "P"
MAP NO. 1924

PARCEL 1

PARCEL "B" B.A. 08-0042
POR. LOT 130

POR. LOT 130
MAP NO. 9736

T.P.O.B.

PARCEL
B.A.

"A"
08-0042

A.P.N. 269-183-47

| | LENGTH | DELTA | RADIUS |
|----|---------|-----------|----------|
| C1 | 63.92' | 18°32'32" | 197.50' |
| C2 | 120.05' | 06°40'42" | 1030.00' |
| C3 | 75.27' | 04°11'14" | 1030.00' |
| C4 | 44.78' | 02°29'28" | 1030.00' |

DETAIL "A"

SCALE: 1" = 10'



COASTAL LAND SOLUTIONS, INC.

573 SECOND STREET
ENCINITAS, CA 92024
PH (760) 230-6025
FAX (760) 230-6026

Sean C. Englert 5/5/09
SEAN C. ENGLERT DATE
L.S. 7959

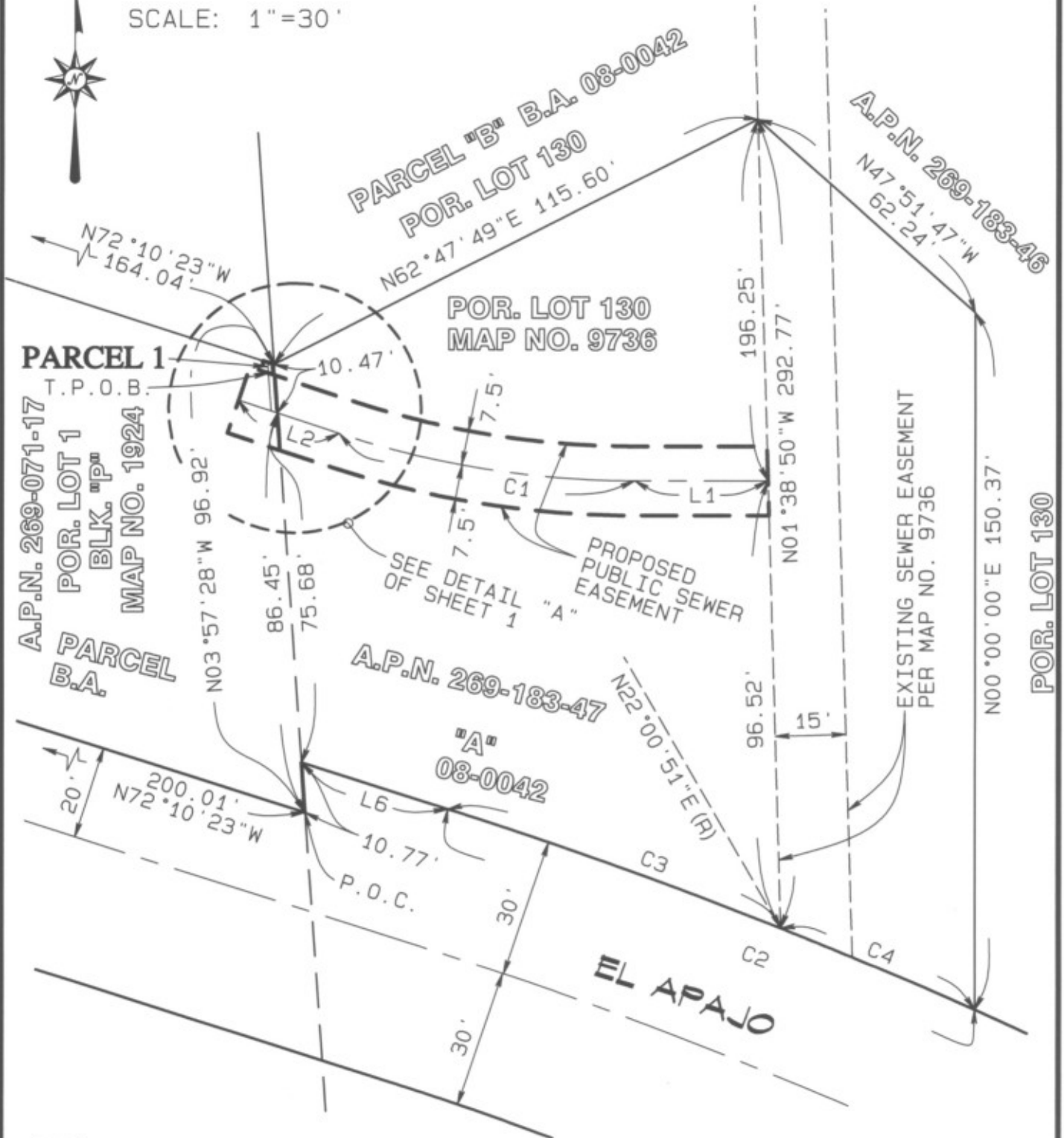


CLS#674ESMT

EXHIBIT "B"

SHEET 2 OF 2

SCALE: 1"=30'



COASTAL LAND SOLUTIONS, INC.

573 SECOND STREET
ENCINITAS, CA 92024
PH (760) 230-6025
FAX (760) 230-6026



PARCEL 1 - PROPOSED
SEWER EASEMENT AREA =
5 SQUARE FEET

Master Agenda
Page 70 of 125

CLS#674ESMT

Exhibit “B”
Costs

ENGINEER COST ESTIMATE

FAIRBANKS RANCH FIRE STATION SEWER CONNECTION OPTION 2

THIS OPTION INCLUDES THE SEWER LATERAL TO MR. SCHOENFELDER HOUSE

| | | | |
|------------------|-----------------------|---------------------|--|
| Engineer: | M. H. Shapouri | TM: | |
| | RCE C52794 | CG No: | |
| Date: 2009-05-06 | Shapouri & Associates | Grading Permit No.: | |

| ITEM | QUANTITY | UNIT | May 2006 SD County UNIT PRICE | COST |
|------|----------|------|----------------------------------|------|
|------|----------|------|----------------------------------|------|

Sewer

| | | | | |
|--|-----|----|------------|-----------------|
| 8" PVC Sewer Main | 120 | LF | \$72.20 | \$8,664.00 |
| Sewer Manhole | 1 | EA | \$3,585.00 | \$3,585.00 |
| 4" Sewer Lateral (Existing House connection) | 46 | LF | \$60.00 | \$2,760.00 |
| Sewer Main Cleanout (SC-01) | 1 | EA | \$1,060.00 | \$1,060.00 |
| Engineering and Exhibits, Easements, Plats | 1 | LS | \$5,000.00 | \$5,000.00 |
| Total | | | | \$21,069 |

Comments:

ok

ok

Connect to existing Double Clean-Out

ok

| | |
|------------------------|-----------------|
| | |
| | |
| | |
| Subtotal | \$21,069 |
| 10% Contingency | \$2,107 |
| Total Estimate | \$23,176 |

ENGINEER COST ESTIMATE

FAIRBANKS RANCH FIRE STATION SEWER CONNECTION OPTION 2

**THIS OPTION IS BASED ON THE FIRE STATION CONNECTION AS BEING A
LATERAL AND DOES NOT INCLUDE THE SEWER LATERAL TO MR.
SCHOENFELDER HOUSE**

| | | | | |
|--|------------------------------|---------------------|----------------------------------|------------|
| Engineer: | M. H. Shapouri RCE C52794 | TM: | | |
| Date: 2009-05-06 | Shapouri & Associates | CG No: | | |
| | | Grading Permit No.: | | |
| | | | | |
| ITEM | QUANTITY | UNIT | May 2006 SD County UNIT PRICE | COST |
| Sewer | | | | |
| 4" Sewer Lateral | 120 | LF | \$60.00 | \$7,200.00 |
| Sewer Manhole | 0 | EA | \$3,585.00 | \$0.00 |
| 4" Sewer Lateral (Existing House connection) | 0 | LF | \$60.00 | \$0.00 |
| Sewer Main Cleanout (SC-01) | 1 | EA | \$1,060.00 | \$1,060.00 |
| Total | | | | \$8,260 |
| | | | | |
| | | | | |
| | | | | |
| | | | Subtotal | \$8,260 |
| | | | 10% Contingency | \$826 |
| | | | Total Estimate | \$9,086 |

Recording Requested By
and
When Recorded Mail To:

Hecht Solberg Robinson Goldberg & Bagley LLP
600 West Broadway, 8th Floor
San Diego, California 92101
Attn: Mr. Darryl O. Solberg

Above Space For Recorder's Use Only

GRANT OF EASEMENT

Preamble

THIS GRANT OF EASEMENT ("**Easement**") is made this __ day of June, 2009 by and between RANCHO SANTA FE FIRE PROTECTION DISTRICT, a special district organized under the laws of the State of California ("**RSF**") and GERALD P. SCHOENFELDER, Trustee of the Gerald P. Schoenfelder 2003 Residential Real Estate Trust ("**Schoenfelder**")

Recitals

WHEREAS, RSF is the owner of certain real property in the County of San Diego, State of California (APN: **269-071-17 and 269-183-47**) ("**RSF Parcel**") more particularly described as:

THAT PORTION OF LOT 1, BLOCK "P" OF SANTA FE VALLEY LANDS IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL MAP THEREOF NO. 1924 RECORDED JUNE 23, 1926 AS DESCRIBED IN DEED TO RANCHO SANTA FE FIRE PROTECTION DISTRICT RECORDED ON FEBRUARY 28, 1983 AS DOCUMENT NO. 83-062362 OF OFFICIAL RECORDS, AND A PORTION OF LOT 130 OF COUNTY OF SAN DIEGO TRACT 3877-2 IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL MAP THEREOF NO. 9736 RECORDED JULY 30, 1980, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 1; THENCE NORTHERLY, ALONG THE EASTERLY LINE OF SAID LOT 1, NORTH 3°57'28" WEST, 10.77 FEET (NORTH 4°26'26" WEST, PER SAID DEED) TO THE MOST SOUTHWESTERLY CORNER OF SAID LOT 130; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 130, SOUTH 72°10'23" EAST, 32.70 FEET (NORTH 72°39'23" WEST, PER SAID MAP NO. 9736) TO THE BEGINNING OF A 1030.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6°40'41", A DISTANCE OF 120.05 FEET; THENCE LEAVING SAID SOUTHERLY LINE, NORTH 0°00'00" EAST, 150.37 FEET; THENCE NORTH 47°51'47" WEST,

62.24 FEET; THENCE SOUTH 62°47'49"WEST, 115.60 FEET TO THE WESTERLY LINE OF SAID LOT 130, SAID POINT BEING THE NORTHERLY TERMINUS OF THAT COURSE DESCRIBED IN SAID DEED AS "NORTH 4°26'26"WEST, (NORTH 4°26' WEST RECORD) 96.92 FEET"; THENCE ALONG THE BOUNDARY AS DESCRIBED IN SAID DEED THE FOLLOWING 3 COURSES: NORTH 72°10'23"WEST, 164.04 FEET, THENCE SOUTH 17°49'37" WEST, 90.00 FEET; THENCE SOUTH 72°10'23"EAST, 200.01 FEET TO THE **POINT OF BEGINNING**.

WHEREAS, SCHOENFELDER is the owner of certain real property in the County of San Diego, State of California (APN: 269-071-28) ("Schoenfelder Parcel") more particularly described as:

Parcel B of Lot 1, Block "P" of SANTA FE VALLEY LANDS - UNIT NO. 1, in the County of San Diego, State of California, according to Map thereof No. 1924, filed in the Office of the County Recorder of said San Diego County, June 23, 1926;

WHEREAS, RSF will install a sewer main on the RSF PARCEL and upon completion of the installation dedicate said sewer line and an easement ("**Public Use Easement**") to the Rancho Santa Fe Community Services District ("**RSFCSD**"). The Proposed Public Use Easement is more particularly described in Exhibit "A" and depicted on Exhibit "A-1" attached hereto and by this reference made a part hereof.

WHEREAS, RSF desires to grant an easement to Schoenfelder appurtenant to the Schoenfelder Parcel and to the Public Use Easement;

WHEREAS, this Agreement is made pursuant to California Civil Code §1468, it being the intention of the parties to this Agreement that the provisions hereof shall bind and benefit each party, the real property owned by each party, the successive owners of each parcel of real property described herein and the successors in interest of each of the parties.

NOW THEREFORE, it is agreed upon full execution of this Easement as follows:

1. For valuable consideration, RSF hereby grants to Schoenfelder the following easement:

An easement for the installation, erection, operation, maintenance, repair, replacement and removal of a sewer line and connection over, under, along and across the RSF Parcel ("**Private Use Easement**"). The Private Use Easement is more particularly described in Exhibit "B" and depicted on Exhibit "B-1" attached hereto and by this reference made a part hereof.

2. Schoenfelder shall solely be responsible for the cost to install and maintain said sewer line in the Private Use Easement. Schoenfelder shall share in the cost to design, install the sewer line in the Public Use Easement. Further Schoenfelder shall share in any costs, fees or other charges now and in the future imposed by the RSFCSD as they relate to the Public Use Easement and the sewer main located therein.

3. The Private Use Easement and Public Use Easement shall sometimes be collectively referred to as the "Easement".

4. The Private Use Easement granted herein is for sewer purposes.

5. Schoenfelder and any successor or assign to the Schoenfelder Parcel agrees to indemnify, defend and hold harmless RSF and the RSF Parcel from any claim, cost, lien, action or judgment for

personal injury or property damage by Schoenfelder and any successor or assign to the Schoenfelder Parcel or any of its employees, agents or contractors with respect to the use of Easement.

6. The Private Use Easement granted shall be appurtenant to the Schoenfelder Parcel.

7. This Private Use Easement shall be governed by and construed in accordance with the laws of the State of California.

8. Except in the case of an emergency, Schoenfelder shall not enter upon the RSF Property to install, erect, maintain, repair, replace or remove the sewer line in the Private Use Easement without providing RSF with five (5) business days prior written notice of his intent to enter and the extent of said work. In no event shall Schoenfelder's access on RSF Property or work in the Private Use Easement interfere with the ingress and egress of emergency vehicles on the RSF Property.

9. All work done by Schoenfelder with respect to the Private Use Easement shall be performed only by contractors duly licensed as such under the laws of the State of California and shall be performed pursuant to written contracts with such contractors.

10. Schoenfelder shall, prior to the commencement of work on the Private Use Easement, require his contractor to execute and deliver to RSF a waiver and release of any and all claims against RSF and liens against the RSF Property to which such contractor might at any time be entitled and, if the cost of such work is in excess of \$10,000, to execute and record a bond to pay claims (the "Bond") and shall deliver a copy of the recorded Bond to RSF. The delivery of the waiver and release of lien and the Bond within the time period set forth above shall be a condition precedent to Schoenfelder's ability to enter on and begin its construction work on the Easement.

11. Nothing contained in this Grant of Easement shall be construed as constituting the consent or request of RSF, express or implied, to or for the performance by any contractor, laborer, materialman or vendor of any labor or services or for the furnishing of any materials for any construction, alteration or repair of the Easement or to the RSF Property or any part thereof. All materialmen, contractors, artisans, mechanics, laborers and any other persons now or hereafter furnishing any labor, services, materials, supplies or equipment to Schoenfelder with respect to any portion of the Easement are hereby charged with notice that they must look exclusively to Schoenfelder to obtain payment for same. Schoenfelder shall have no power to do any act or make and contract which may create or be the foundation of any lien, mortgage or other encumbrance upon the reversionary or other estate of RSF, or any interest of RSF in the RSF Property.

12. At all times during the term of this easement, Schoenfelder shall keep RSF Property and the Easement free and clear of all liens and claims of liens for labor, services, materials, supplies, or equipment performed on or furnished to said Easement. Should Schoenfelder fail to pay and discharge or cause RSF Property to be released from any such lien or claim or lien within twenty (20) days after service on Schoenfelder of written request from RSF to do so, RSF may pay, adjust, compromise, and discharge any such lien or claim of lien on such terms and manner as RSF may deem appropriate. In such event, Schoenfelder shall, on or before the first day of the next calendar month following any such payment by RSF, reimburse RSF for the full amount paid by RSF in paying, adjusting, compromising, and discharging such lien or claim of lien, including any attorney's fees or other costs expended by RSF, together with interest at the maximum rate allowed under California law from the date of payment by RSF to the date of repayment by Schoenfelder.

13. Should any party herein employ an attorney for the purpose of enforcing or construing this Agreement, or any judgment based on this Easement in any legal proceeding whatsoever, including

insolvency, bankruptcy, arbitration, declaration relief or other litigation, the prevailing party shall be entitled to receive from the other party or parties thereto reimbursement for all attorneys' fees and all costs, including, but not limited to service of process costs, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, and such reimbursement shall be included in any judgment or final order issued in that proceeding.

14. No amendment or modification of the terms or conditions of this Easement shall be valid unless in writing and signed by the parties hereto.

15. If any term or provision of this Easement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Easement and such provision shall not affect the legality, enforceability, or validity of the remainder of this Easement. If any provision or part thereof of this Easement is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

16. The terms of this Easement have been negotiated by the parties hereto and the language used in this Easement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Easement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Easement. No rule of strict construction will be applied against any person.

17. This Easement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

18. This Easement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. It is intended that this Easement burden the owner and successive owners of the RSF Property for the benefit of the owner and successive owners of the Schoenfelder Property.

[Signatures on next page]

Executed the day and year first appearing above at San Diego, California.

RSF

RANCHO SANTA FE FIRE PROTECTION
DISTRICT, a California Special district

By: _____
James Ashcraft, Board President

By: _____
Karlana Rannals, Board Secretary

SCHOENFELDER

Gerald P. Schoenfelder

State of California

County of _____

On _____ before me, _____, a notary public, personally
(Here insert name and title of officer)

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

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

Witness my hand and official seal.

Signature _____ (Seal)

State of California

County of _____

On _____ before me, _____, a notary public, personally
(Here insert name and title of officer)

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

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

Witness my hand and official seal.

Signature _____ (Seal)

EXHIBIT “A”
LEGAL DESCRIPTION OF PUBLIC USE EASEMENT

EXHIBIT "A"
LEGAL DESCRIPTION
SEWER EASEMENT

PARCEL 1

THAT PORTION OF LOT 130 OF COUNTY OF SAN DIEGO TRACT 3877-2, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL MAP THEREOF NO. 9736, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER ON JULY 30, 1980, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 15-FOOT WIDE STRIP OF LAND WITHIN SAID LOT 130, SAID STRIP BEING 7.5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEASTERLY CORNER OF LOT 1, BLOCK "P" OF SANTA FE VALLEY LANDS, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL MAP THEREOF NO. 1924, FILED ON JUNE 23, 1926; THENCE ALONG THE EASTERLY LINE OF SAID LOT 1, NORTH 03°57'28" WEST, 10.77 FEET (NORTH 4°26'26" WEST PER DEED TO RANCHO SANTA FE FIRE PROTECTION DISTRICT, RECORDED ON FEBRUARY 28, 1983 AS DOCUMENT NO. 83-062362 OF OFFICIAL RECORDS) TO THE MOST SOUTHWESTERLY CORNER OF SAID LOT 130; THENCE ALONG THE WESTERLY LINE OF SAID LOT 130, NORTH 03°57'28" WEST, 75.68 FEET TO THE **TRUE POINT OF BEGINNING**, THENCE LEAVING SAID WESTERLY LINE OF LOT 130, SOUTH 71°27'28" EAST, 13.92 FEET TO THE BEGINNING OF CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 197.50 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°32'32" A DISTANCE OF 63.92 FEET; THENCE SOUTH 90°00'00" EAST, 28.33 FEET TO A POINT ON THE WESTERLY LINE OF AN EXISTING 15' WIDE SEWER EASEMENT AS DEDICATED PER SAID MAP NO. 9736, SAID POINT ALSO BEING THE **POINT OF TERMINUS**.

THE SIDELINES OF SAID 15-FOOT WIDE STRIP OF LAND TO BE SHORTENED OR EXTENDED SO AS TO TERMINATE WESTERLY IN THE WESTERLY LINE OF SAID LOT 130 AND EASTERLY IN THE WESTERLY LINE OF SAID 15' WIDE SEWER EASEMENT.

CONTAINS 1593 SQUARE FEET MORE OR LESS.

PARCEL 2

THAT PORTION OF LOT 1, BLOCK "P" OF SANTA FE VALLEY LANDS, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL MAP THEREOF NO. 1924, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER ON JUNE 23, 1926, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 15-FOOT WIDE STRIP OF LAND WITHIN SAID LOT 1, SAID STRIP BEING 7.5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEASTERLY CORNER OF LOT 1, BLOCK "P" OF SANTA FE VALLEY LANDS, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL MAP THEREOF NO. 1924, FILED ON JUNE 23, 1926; THENCE ALONG THE EASTERLY LINE OF SAID LOT 1, NORTH $03^{\circ}57'28''$ WEST, 10.77 FEET (NORTH $4^{\circ}26'26''$ WEST PER DEED TO RANCHO SANTA FE FIRE PROTECTION DISTRICT RECORDED ON FEBRUARY 28, 1983 AS DOCUMENT NO. 83-062362 OF OFFICIAL RECORDS) TO THE MOST SOUTHWESTERLY CORNER OF SAID LOT 130; THENCE ALONG THE WESTERLY LINE OF SAID LOT 130, NORTH $03^{\circ}57'28''$ WEST, 75.68 FEET TO THE **TRUE POINT OF BEGINNING**, THENCE LEAVING SAID WESTERLY LINE OF LOT 130, NORTH $71^{\circ}27'28''$ WEST, 8.70 FEET TO THE **POINT OF TERMINUS**.

THE SIDELINES OF SAID 15-FOOT WIDE STRIP OF LAND TO BE SHORTENED OR EXTENDED SO AS TO TERMINATE EASTERLY IN THE WESTERLY LINE OF SAID LOT 130.

CONTAINS 130 SQUARE FEET MORE OR LESS.

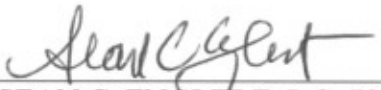
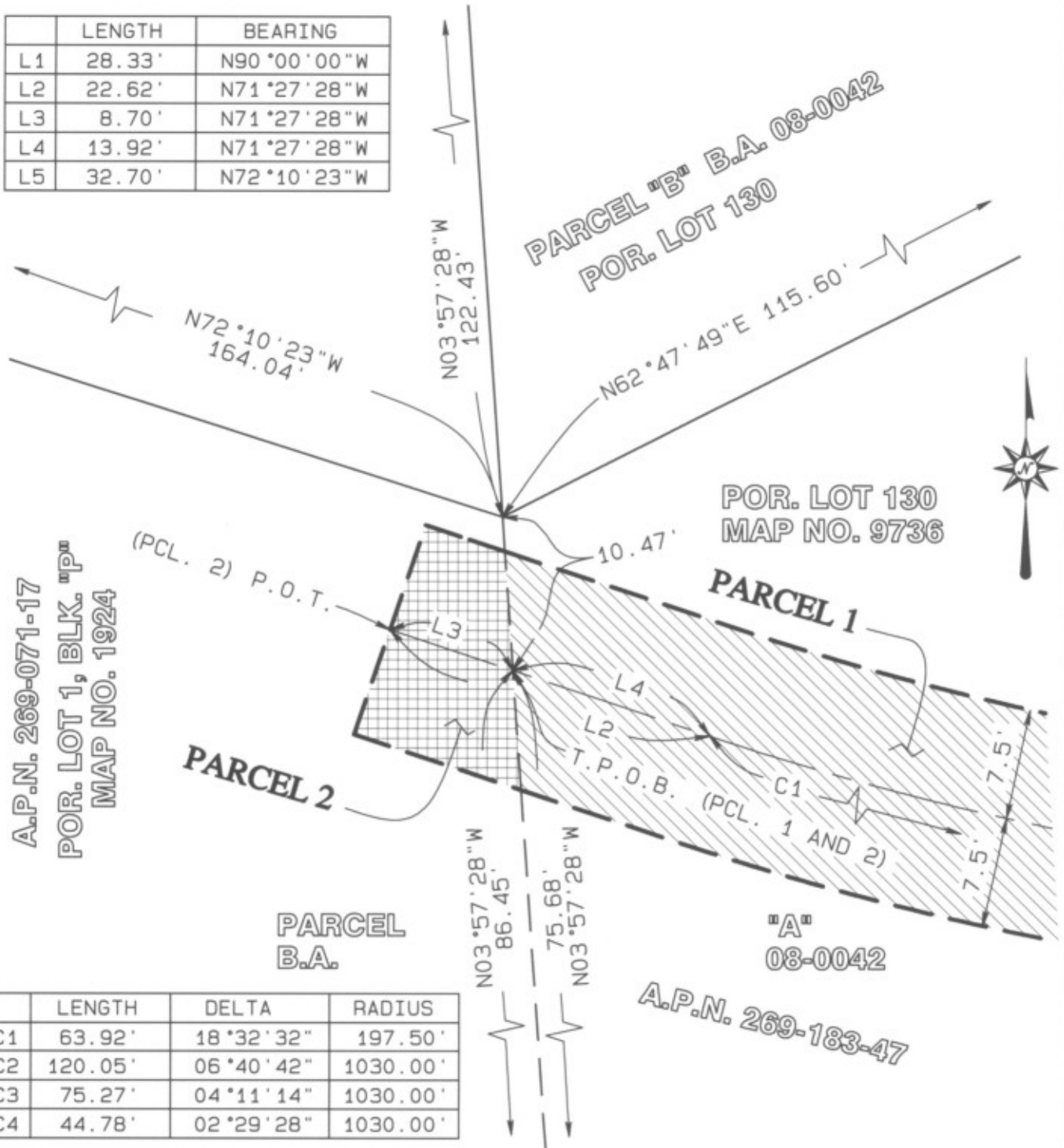

SEAN C. ENGLERT, L.S. 7959 5/5/09
COASTAL LAND SOLUTIONS DATE



EXHIBIT "B"

SHEET 1 OF 2

| | LENGTH | BEARING |
|----|--------|-------------|
| L1 | 28.33' | N90°00'00"W |
| L2 | 22.62' | N71°27'28"W |
| L3 | 8.70' | N71°27'28"W |
| L4 | 13.92' | N71°27'28"W |
| L5 | 32.70' | N72°10'23"W |



| | LENGTH | DELTA | RADIUS |
|----|---------|-----------|----------|
| C1 | 63.92' | 18°32'32" | 197.50' |
| C2 | 120.05' | 06°40'42" | 1030.00' |
| C3 | 75.27' | 04°11'14" | 1030.00' |
| C4 | 44.78' | 02°29'28" | 1030.00' |

DETAIL "A"
SCALE: 1" = 10'



COASTAL LAND SOLUTIONS, INC.

573 SECOND STREET
ENCINITAS, CA 92024
PH (760) 230-6025
FAX (760) 230-6026

CLS#674ESMT

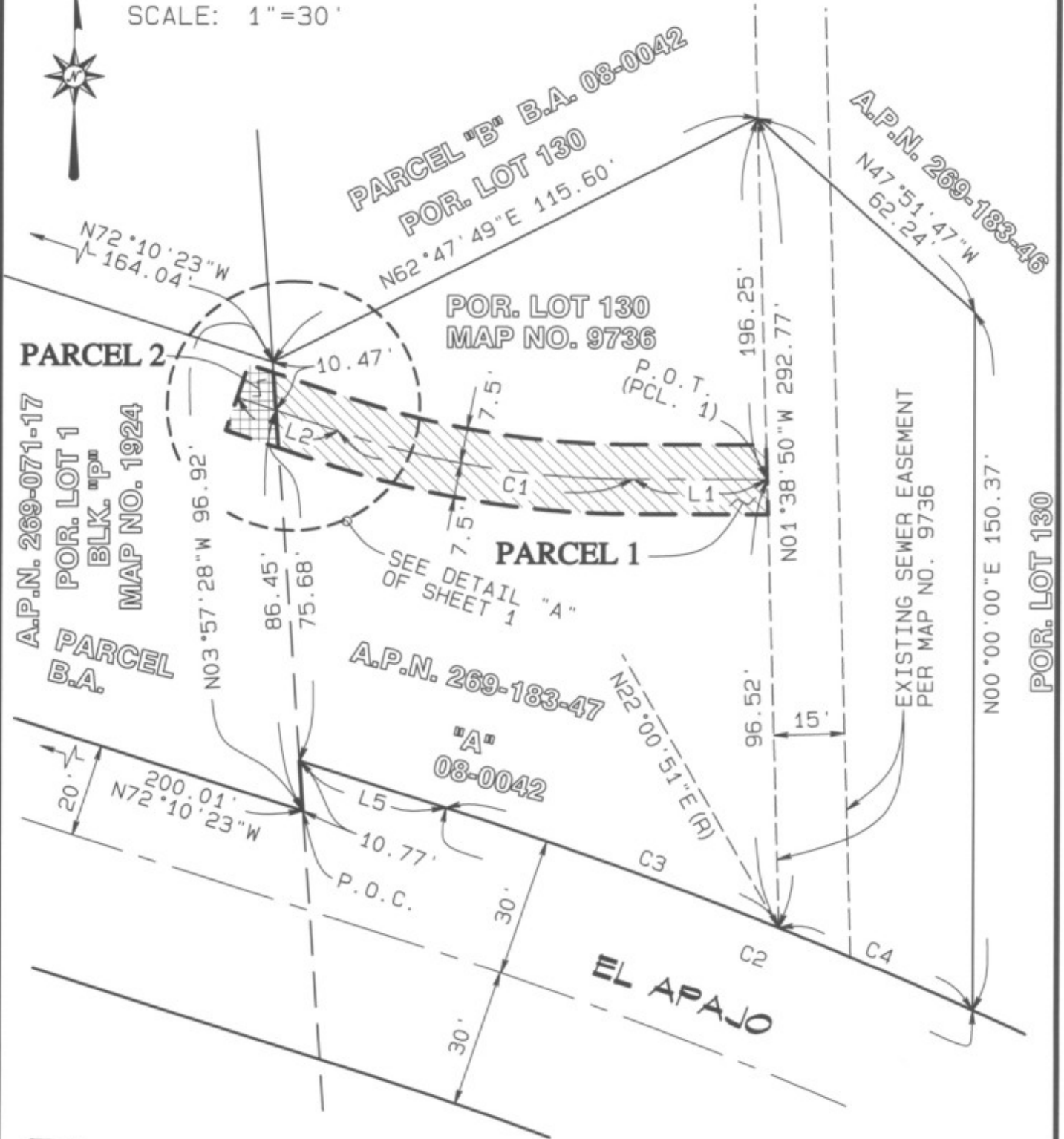
Sean C. Englert 5/5/09
SEAN C. ENGLERT DATE
L.S. 7959



EXHIBIT "B"

SHEET 2 OF 2

SCALE: 1"=30'



COASTAL LAND SOLUTIONS, INC.

573 SECOND STREET
 ENCINITAS, CA 92024
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PARCEL 1 - PROPOSED
 SEWER EASEMENT AREA =
 1593 SQUARE FEET
 PARCEL 2 - PROPOSED
 SEWER EASEMENT AREA =
 130 SQUARE FEET

CLS#674ESMT

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EXHIBIT “B”
LEGAL DESCRIPTION OF PRIVATE USE EASEMENT

EXHIBIT "A"
LEGAL DESCRIPTION
SEWER EASEMENT

PARCEL 1

THAT PORTION OF LOT 1, BLOCK "P" OF SANTA FE VALLEY LANDS, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL MAP THEREOF NO. 1924, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER ON JUNE 23, 1926, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 2-FOOT WIDE STRIP OF LAND WITHIN SAID LOT 1, SAID STRIP BEING 1-FOOT ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEASTERLY CORNER OF LOT 1, BLOCK "P" OF SANTA FE VALLEY LANDS, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL MAP THEREOF NO. 1924, FILED ON JUNE 23, 1926; THENCE ALONG THE EASTERLY LINE OF SAID LOT 1, NORTH 03°57'28" WEST, 10.77 FEET (NORTH 4°26'26" WEST PER DEED TO RANCHO SANTA FE FIRE PROTECTION DISTRICT RECORDED ON FEBRUARY 28, 1983 AS DOCUMENT NO. 83-062362 OF OFFICIAL RECORDS) TO THE MOST SOUTHWESTERLY CORNER OF SAID LOT 130; THENCE ALONG THE WESTERLY LINE OF SAID LOT 130, NORTH 03°57'28" WEST, 75.68 FEET; THENCE LEAVING SAID WESTERLY LINE OF LOT 130, NORTH 71°27'28" WEST, 1.43 FEET; THENCE NORTH 03°57'28" WEST, 8.12 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING NORTH 03°57'28" WEST, 2.33 FEET TO THE **POINT OF TERMINUS**.

THE SIDELINES OF SAID 2-FOOT WIDE STRIP OF LAND TO BE SHORTENED OR EXTENDED SO AS TO TERMINATE NORTHERLY IN THE NORTHERLY LINE OF PARCEL "A" OF CERTIFICATE OF COMPLIANCE RECORDED ON JANUARY 21, 2009 AS FILE NO. 2009-0027647 OF OFFICIAL RECORDS AND SOUTHERLY IN A RADIAL LINE THAT BEARS NORTH 71°27'28" WEST FROM THE TRUE POINT OF BEGINNING.

CONTAINS 5 SQUARE FEET MORE OR LESS.

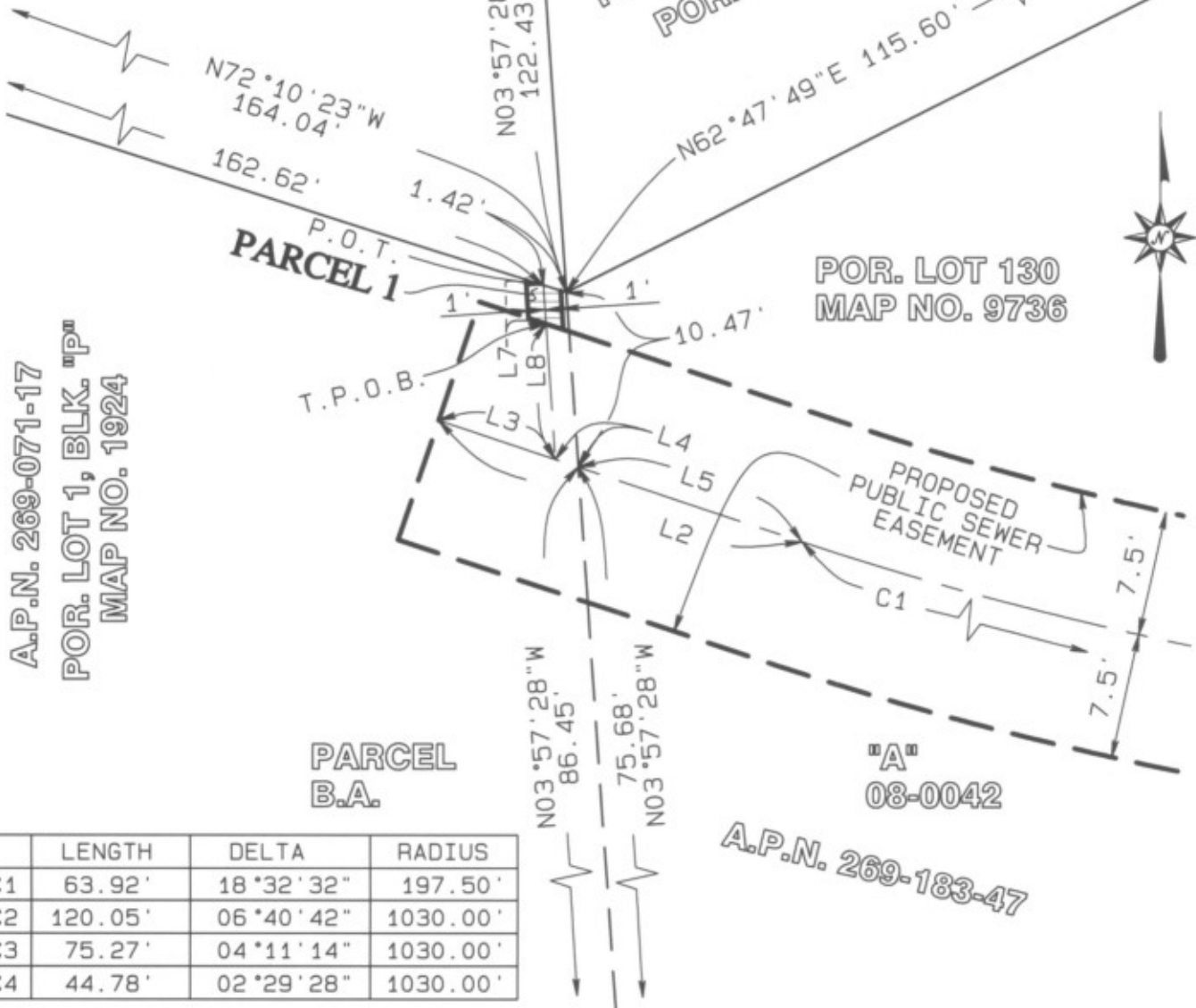
 5/5/09
SEAN C. ENGLERT, L.S. 7959 DATE
COASTAL LAND SOLUTIONS



EXHIBIT "B"

SHEET 1 OF 2

| | LENGTH | BEARING |
|----|--------|-------------|
| L1 | 28.33' | N90°00'00"W |
| L2 | 22.62' | N71°27'28"W |
| L3 | 7.27' | N71°27'28"W |
| L4 | 1.43' | N71°27'28"W |
| L5 | 13.92' | N71°27'28"W |
| L6 | 32.70' | N72°10'23"W |
| L7 | 2.33' | N03°57'28"W |
| L8 | 8.12' | N03°57'28"W |



DETAIL "A"

SCALE: 1" = 10'



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Sean C. Englert 5/5/09
SEAN C. ENGLERT DATE
L.S. 7959

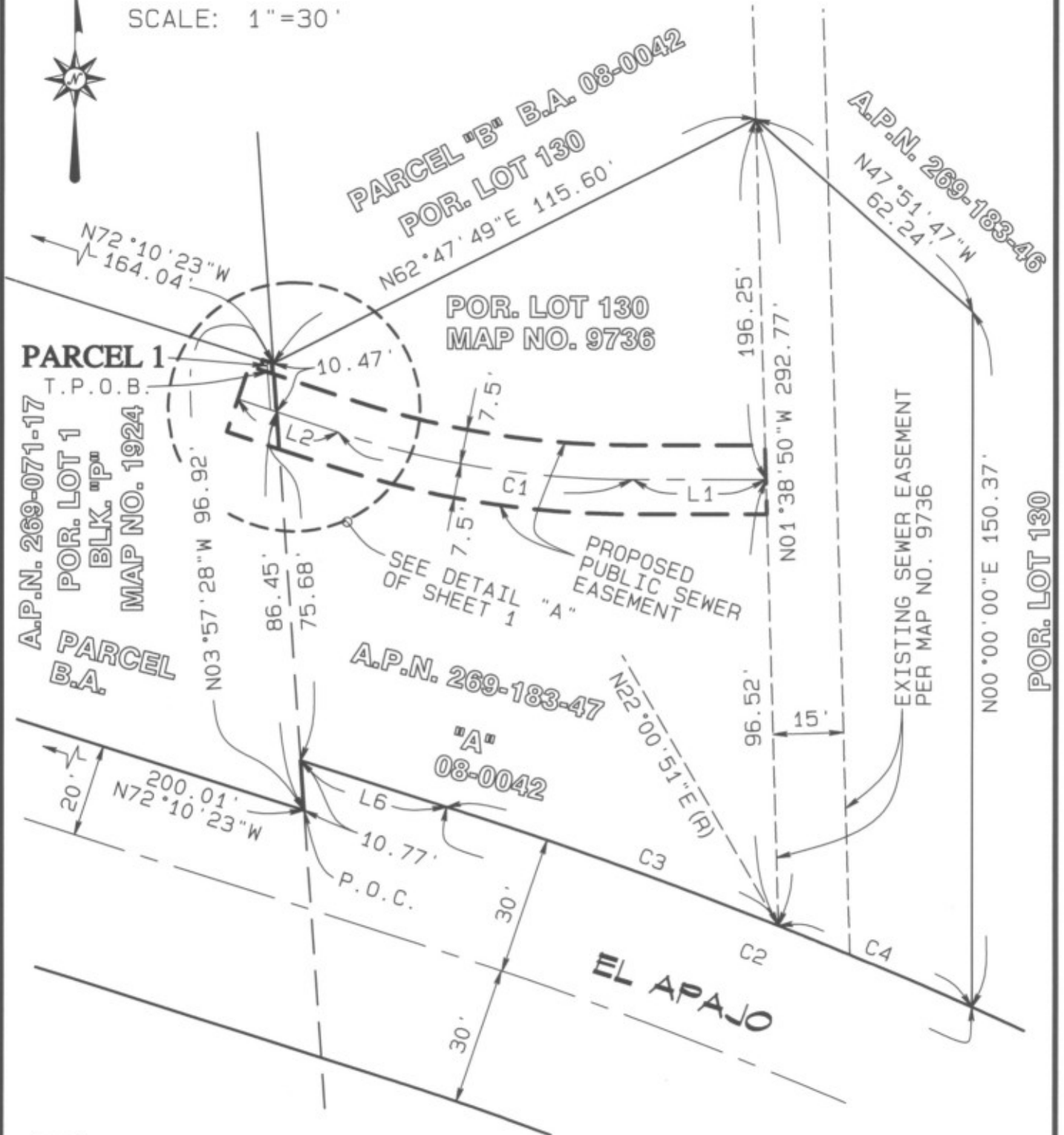


CLS#674ESMT

EXHIBIT "B"

SHEET 2 OF 2

SCALE: 1"=30'



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PARCEL 1 - PROPOSED
SEWER EASEMENT AREA =
5 SQUARE FEET

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CLS#674ESMT

STAFF REPORT

NO. 09-12

TO: BOARD OF DIRECTORS
FROM: NICHOLAS PAVONE, FIRE CHIEF
SUBJECT: INTERIM FIRE STATION LEASE AGREEMENT
HORIZON CHRISTIAN FELLOWSHIP
DATE: JUNE 10, 2009



BACKGROUND

The District search for a site for the replacement Fairbanks Ranch fire station involved many parcels in the immediate area. Unfortunately, we were unable to find a parcel that was available for purchase that would meet the needs for the fire station site. The District was fortunate enough to be able to purchase additional land from the adjoining property owner, to allow the existing site to be a viable location.

The use of the current fire station site created another step in the process that required the need for an interim fire station site and facility during the demolition and construction of the replacement fire station.

CURRENT SITUATION

Staff has reviewed options for a temporary site and determined that the Horizon Christian Fellowship Church is the best available option for the interim fire station. The site is behind the church sanctuary and provides two options for egress out to El Apajo. The location is within the immediate area of the existing station and will maintain response times to the area that is served by the Fairbanks Ranch fire station. Additionally, the location is well suited to house temporary trailers, apparatus canopy, and required employee parking (see attached site plan).

District counsel has drafted a lease agreement that has been approved by the Church and their legal counsel, and the Church has offered the site at no cost to the District.

RECOMMENDATION

Staff recommends that the Board approve the lease agreement and authorize the Board President to sign the contract.

LICENSE AGREEMENT

LICENSOR: HORIZON CHRISTIAN FELLOWSHIP OF RANCHO SANTA
FE, a California Non-Profit Religious Corporation

LICENSEE: RANCHO SANTA FE FIRE PROTECTION DISTRICT, a special
district organized under the laws of the State of California

DATED: June __, 2009

LICENSED AREA: A portion of 6365 El Apajo Rd.
Rancho Santa Fe, California

ARTICLE I
DATE AND NAME OF PARTIES

1.01 THIS LICENSE AGREEMENT (“**Agreement**”) is made this ____ day of June 2009 (“**Effective Date**”), at San Diego, California, by and between the RANCHO SANTA FE FIRE PROTECTION DISTRICT, a special district organized under the laws of the State of California (“**Licensee**”), and HORIZON CHRISTIAN FELLOWSHIP OF RANCHO SANTA FE, a California Non-Profit Religious Corporation (“**Licensor**”).

ARTICLE II
DEMISE AND DESCRIPTION OF LICENSED AREA

2.01 Licensor hereby grants to Licensee a license to use a portion of the property as well as the right of ingress and egress to that portion of that certain property, hereinafter called the "**Licensed Area**", situated in the County of San Diego, California, located at 6365 El Apajo Rd. Rancho Santa Fe, California (“**Property**”) more particularly described in Exhibit “A” and depicted in Exhibit “B”.

ARTICLE III
TERM OF LICENSE

3.01 The term of this Lease shall be for a period of twenty-four (24) months commencing upon the execution of this License (“**License Term**”).

3.02 Licensee shall have the right to one (1) six (6) month extension of the License Term by providing to Licensor written notice of the extension no later than sixty (60) days prior to expiration of the License Term.

3.03 The Parties acknowledge that the purpose of this License is for Licensee to locate a temporary fire station during the period of time Licensee is constructing a new fire

station on property owned by Licensee. If the construction of the new fire station is completed prior to the end of the License term Licensee may terminate this Agreement by giving Licensors thirty (30) days written notice of its intention to cancel or terminate this License.

3.04 Should the Licensed Area cease to be used by Licensee as a fire station for a period greater than one hundred eighty (180) days then this License shall terminate and Licensee shall immediately surrender to Licensors possession of the Licensed Area.

ARTICLE IV **RENT**

4.01 Licensors agrees to grant the License to Licensee for no consideration.

ARTICLE V **POSSESSION OF LICENSED AREA**

5.01 Licensee shall have possession of the Licensed Area effective June 1, 2009.

ARTICLE VI **UTILITIES**

6.01 Licensee shall during the term of the License pay all charges for telephones, gas, electricity, and water used in or on the Licensed Area and of the removal of rubbish therefrom before they become delinquent and shall hold Licensors harmless from any liability therefore.

ARTICLE VII **REPAIRS**

7.01 Licensee agrees to maintain the Licensed Area in the same condition as it

was at the time of execution of this Licensed less normal wear and tear. Licensee also agrees to repair any and all damages to the Licensed Area which are caused by its want of ordinary care or that of their agents, servants, employees, and invitees.

ARTICLE VIII
HOLD HARMLESS, INSURANCE

8.01 Notwithstanding any other provision of this License, Licensee shall hold Licensor harmless from and defend Licensee against any and all claims or liability for any injury or damage to Licensor's Property, any person or property whatsoever arisen from Licensee's use of the Property whether or not caused by the negligence of Licensee, its agents or employees.

8.02 Licensee shall, at its sole cost and expense, procure and maintain through the term of this License, the following insurance:

(a) Licensee shall carry and maintain during the entire term hereof, at Licensee's sole cost and expense, broad form comprehensive general liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per person and Two Million Dollars (\$2,000,000.00) each occurrence, insuring against any and all liability of Licensee arising out of this Agreement, and property damage liability insurance with a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) each accident.

(b) All policies of insurance to be carried and maintained by Licensee hereunder shall be issued by companies having not less than Best's A:+ rating and shall be issued in the name of Licensee. All such policies shall contain a provision that Licensor be named as an additional insured, and it shall be entitled to recovery under such policies for any loss, injury, or damage to Licensor and/or Licensor's property, agents, servants, and employees by reason of the negligence of Licensee.

(c) Licensee shall maintain with respect to each such policy or agreement evidence of such insurance coverage and endorsements as required by this Section of this Agreement. Prior to possession of the property, Licensee shall deliver, and, at all times thereafter, maintain with Licensors certificates evidencing insurance coverage and endorsements in conformance with this Agreement.

ARTICLE IX

ALTERATIONS AND IMPROVEMENTS

9.01 It is understood and agreed by the parties hereto that Licensee shall have the right at its own cost and expense from time to time during the terms hereof to make improvements to the License Area including but not limited to the placing of temporary trailers for the housing of personnel and equipment.

9.02 In making said alterations and improvements, Licensee covenants and agrees to comply with all applicable laws, ordinances, regulations, rules and orders of any and all governmental authorities having jurisdiction over the leased premises and buildings thereon, and to hold Licensors harmless from any liability arising from a failure to do so.

ARTICLE X

USE BY LICENSEE

WASTE; NUISANCE; UNLAWFUL USE PROHIBITED

10.01 Licensee shall not commit, or suffer to be committed, any waste on the licensed premises or use the premises for any unlawful purpose.

10.02 Licensee may during the term of this Agreement, utilize the licensed premises for the purposes described above provided such use does not interfere with Licensors use of Licensors property or the ingress and egress to such property or such use by all the staff and persons visiting the Licensors.

ARTICLE XI
USE BY LICENSOR

11.01 Licensor may during the term of this Agreement, utilize all of Licensor's Property not covered by the Licensed Area provided said use does not interfere with ingress and egress of emergency vehicles of Licensee.

11.02 Notwithstanding any other provision of this License, Licensor shall hold Licensee harmless from and defend Licensee against any and all claims or liability for any injury or damage to any person or property whatsoever arisen from Licensor's use of the Property.

ARTICLE XII
MISCELLANEOUS PROVISIONS

12.01 All notice and demand herein required to be given by Licensor to Licensee or by Licensee to Licensor shall be in writing and delivered in person or by registered or certified mail or by telegraph.

Notice and demands delivered to Licensor by mail or telegraph shall be addressed to Licensor at:

Horizon Christian Fellowship
6365 El Apajo Rd.
Rancho Santa Fe, California 92067
Attn: _____
[Personal Delivery Only]

Horizon Christian Fellowship
P.O. Box 9070
Rancho Santa Fe, California 92067
Attn: _____
[Mail Delivery Only]

Notice and demands delivered to Licensor by mail or telegraph shall be addressed to Licensor at:

Rancho Santa Fe Fire Protection District
16936 El Fuego
Rancho Santa Fe, California 92067
Attn: Fire Chief Nicholas Pavone
[Personal Delivery Only]

Rancho Santa Fe Fire Protection District
P.O. Box 410
Rancho Santa Fe, California 92067
Attn: Fire Chief Nicholas Pavone
[Mail Delivery Only]

With copy to: Stephen J. Fitch, Esq.
Fitch Law Firm, APC
3465 Camino Del Rio South, Suite 250
San Diego, CA 92108

Any such notice or demand shall be deemed served at the time of delivery if delivered in person, or on the business day following deposit thereof in the U.S. mail where sent by registered or certified mail, or on notification of delivery by the telegraph company where sent by telegraph.

12.02 The terms, covenants, and conditions of this Agreement shall apply to and bind the successors and assigns of the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder.

12.03 Time is hereby expressly declared to be of the essence of this Agreement and all covenants, agreements, conditions, and obligations herein contained.

12.04 This Agreement contains the entire agreement between the parties relating thereto. All prior negotiations or stipulations concerning its matter which preceded or accompany the execution hereof are conclusively deemed to be superseded hereby, provided, however, that this Agreement may in the future be altered only by a written agreement signed by both parties.

12.05. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

12.06. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not be effective until the execution and delivery between each of the parties of at least one set of counterparts. The parties authorize each other to detach and combine original signature pages and consolidate them into a single identical original. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

12.07. No amendment or modification of the terms or conditions of this Agreement shall be valid unless in writing and signed by the parties hereto.

12.08. The terms of this Agreement have been negotiated by the parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person.

12.09. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

12.10. The parties shall submit any dispute concerning the interpretation of or the enforcement of rights and duties under this Agreement to final and binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association in San Diego, California. At the request of any party, the arbitrators, attorneys, parties to the arbitration, witnesses, experts, court reporters, or other persons present at the arbitration shall agree in

writing to maintain the strict confidentiality of the arbitration proceedings. Arbitration shall be conducted by a single, neutral arbitrator, or at the election of any party, three neutral arbitrators, appointed in accordance with the Commercial Arbitration Rules. The award of the arbitrator(s) shall be enforceable according to the applicable provisions of the California Code of Civil Procedure. The arbitrator(s) may award damages and/or permanent injunctive relief, but in no event shall the arbitrator(s) have the authority to award punitive or exemplary damages. Notwithstanding the foregoing, a party may apply to a court of competent jurisdiction for relief in the form of a temporary restraining order or preliminary injunction, or other provisional remedy pending final determination of a claim through arbitration in accordance with this Paragraph. If proper notice of any hearing has been given, the arbitrator(s) will have full power to proceed to take evidence or to perform any other acts necessary to arbitrate the matter in the absence of any party who fails to appear.

[Signatures on next page]

EXECUTED the day and year first written above.

LICENSOR:

HORIZON CHRISTIAN FELLOWSHIP
OF RANCH SANTA FE
a California Non-Profit Religious Corporation

By: _____
Name: _____
It's: _____

LICENSEE:

RANCHO SANTA FE FIRE PROTECTION
DISTRICT
a California Special District

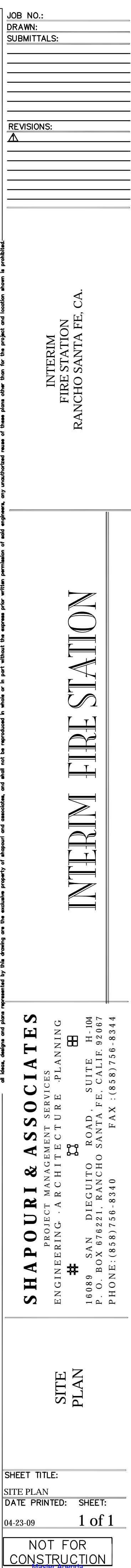
By: _____
James Ashcraft, Board President

By: _____
Karlana Rannals, Secretary

Approved as to form:
Fitch Law Firm, APC

By: _____
Stephen J. Fitch, Esq.
Attorney for District

RSF El Apajo License.wpd



STAFF REPORT

NO. 09-13

TO: BOARD OF DIRECTORS
NICHOLAS G PAVONE, FIRE CHIEF

FROM: CLIFFORD HUNTER, FIRE MARSHAL

SUBJECT: APPROVE/AUTHORIZE FIXED CHARGE SPECIAL
ASSESSMENT FOR WEED ABATEMENT

DATE: JUNE 10, 2009



BACKGROUND

The Fire Prevention Bureau is in charge of the Weed Abatement Program to clear fire/safety hazards from the District. The District mailed hundreds of hazard notices to property owners during the year.

The majority of property owners willingly complied within the time allowed; however, some parcels were ordered cleared by the Fire District. The District has mailed courtesy bills requesting payment. Property owner(s) who have not reimbursed the District are:

| PARCEL NUMBER | COST TO ABATE | ADMINISTRATIVE FEE | TOTAL |
|---------------|---------------|--------------------|------------|
| 269-030-35 | \$2,930.00 | \$500.00 | \$3,430.00 |
| | | | |

This list will be posted three days prior to the regular meeting of June 17, 2009. Those not paid by June 17, 2009, will remain on the list, which will be delivered to the County no later than August 10, 2009 (the County's deadline for such delivery). The District will send to the property owner on or about June 17, 2009 a **final** notice and bill advising of the Board's action and request for payment by June 30, 2009.

The County will reimburse the Fire District for these charges and include them on the owner's next property tax bills. *NOTE: The Fire District makes several attempts to work with the property owner prior to any forced abatement. If forced abatement does occur, the administrative office makes numerous attempts in seeking reimbursement prior to request board action authorizing the special assessment for weed abatement.*

Fire Safety Hazard Removal procedures are authorized pursuant to Rancho Santa Fe Fire Protection District's Ordinance No. 2004-002.

RECOMMENDATION

Approve the list submitted and authorize the Administrative Staff to deliver the list to the County of San Diego on or before the County's deadline of August 10, 2009.

Rancho Santa Fe Fire Protection District Weed Abatement Special Assessment List

WILL BE SENT TO THE COUNTY OF SAN DIEGO AS
SPECIAL ASSESSMENT ON PROPERTY TAXES UNLESS
PAID BY JUNE 30, 2009.

| PARCEL NUMBER | COST TO ABATE | ADMINISTRATIVE FEE | TOTAL |
|---------------|---------------|-----------------------|-------------------|
| 269-030-35 | \$2,930.00 | \$500.00 | \$3,430.00 |
| | | TOTAL | \$3,430.00 |

POSTED: June 10, 2009

Karlana Rannals
Secretary
Board of Directors



FY10

Rancho Santa Fe Fire Protection District Financial Plan - Preliminary



Financial Plan – Preliminary
June 2009

**RANCHO SANTA FE FIRE PROTECTION DISTRICT
RANCHO SANTA FE, CALIFORNIA**

**PRELIMINARY OPERATING AND CAPITAL BUDGET
Fiscal Year 2009-2010**

Board of Directors

James H. Ashcraft

President

Thomas R. Hickerson

Vice President

Nancy C. Hillgren

Director

Randall Malin

Director

John C. Tanner

Director

Nicholas G. Pavone

Fire Chief

Prepared by:

Karlana Rannals

Administrative Manager

Technical Assistance:

Tony Michel

Deputy Chief

Cliff Hunter

Fire Marshal

Fred Cox

Battalion Chief

Mike Gibbs

Battalion Chief

Jim Sturtevant

Battalion Chief

Bret Davidson

Battalion Chief



MISSION STATEMENT

To protect life, property, and environment through prevention, preparedness, education and emergency response.

OPERATING PHILOSOPHY

The Rancho Santa Fe Fire Protection District strives to:

- provide superior customer service;
- provide a professional, cost effective organization; and
- respond to the needs of the communities we serve.



Rancho Santa Fe Fire Protection District Preliminary Budget – FY10

The Fire District proposed Preliminary Operating and Capital Replacement Budget for FY10 is submitted to the Board of Directors for its review and consideration. The annual budget is the most significant tool available to the District to set priorities for the Rancho Santa Fe Fire Protection District over the next year and beyond. This narrative is intended to demonstrate that the District is fiscally prudent in proposing the necessary revenue and expenditures, while providing the highest level of emergency response, fire prevention, and administrative services.

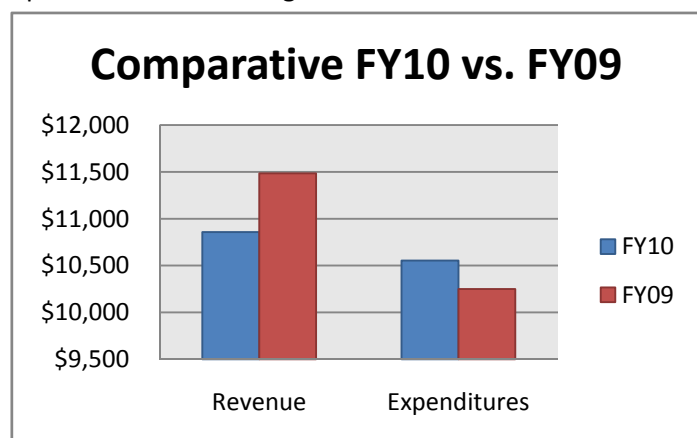
In analyzing the FY10 budget, you will notice that the estimated costs are significantly lower than originally anticipated and budgeted in FY09 (-3.5%). This is a result of staff's proactive decision (mid-year) to review and reprioritize the budgeted expenditures. Due to the current financial outlook, staff has worked very hard to further trim the budget to a "maintenance level" with minimal increases from the approved FY09 budget.

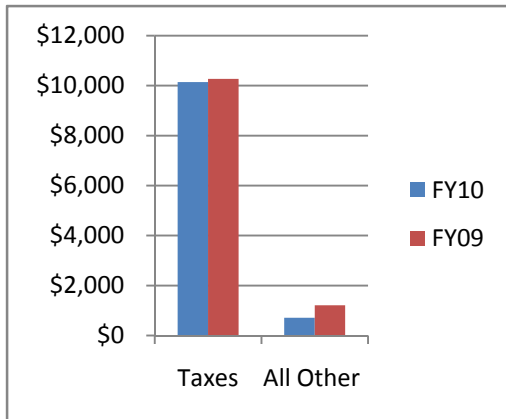
This budget provides "higher level" summary information and a new accumulated depreciation schedule. In addition, some categories have been deleted and items have been consolidated into other categories.

Overview

The following budget overview compares the proposed FY10 2010 budget to actual FY09 *estimated* final budget with an increase of 2.9%; however, the proposed FY10 budget compared to FY09 final budget is a decrease of .5%.

This year we are requesting a FY10 Operating Budget of \$10,554 (*in thousands*), which includes \$624 for Depreciation Expenses. The proposed Operating Budget increased 3.0% over the FY09 estimated operating expenses.





Projected Revenues

We are projecting general fund revenues of \$10,857, which is a decrease of 5.5% over last year's estimated revenues. These revenues provide \$302 revenue over expenditure base for the full budget.

In addition to these general funds, we are estimating that we will collect \$359 in restricted Fire Mitigation Fees and interest on these funds. We propose to expend \$4,042 of these restricted funds.

Projected Operating Expenditures

The following is a summary of the expenditure changes between this budget, and the FY09 estimated final budget:

Personnel – \$8,396

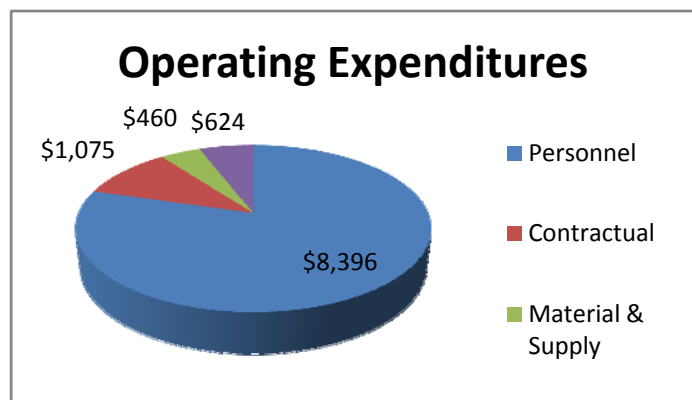
Personnel costs increased 2.5% (\$206,000) over FY09 estimated expenses. The primary changes are a 2% increase in payroll compensation; a 5.1% increase in benefits; and 16.9% increase in workers compensation expenses. The decreases are in the category of overtime. The personnel costs continue to include funding for a new administration (accounting) position.

Contractual Services – \$1,075

The Contractual Services category increased 10.7% (\$104,000) over FY09. This increase is primarily in the following areas: building/facility leases, equipment repairs, vehicle maintenance and repairs, other professional services, and utilities. This entire category has been modified to reallocate funds from service agreements, and materials and supplies. The decreases are in legal and soil contamination.

Material & Supply – \$460

The Material and Supply category decreased by 14.4% (\$58,000) FY09. The primary increases are in fuel, medical supplies that is offset by the CSA-17 revenues, safety, program supplies, and station supplies/replacements. The decreases were primarily in grants and radio.



Mission: To serve the public through the protection of life, environment and property from fire and other emergencies through prevention, preparedness, education, and response.

Capital Expenditures

The District's Capital Replacement expenditures (Equipment, Facility, and Fleet totaling \$5,120) have three major projects anticipated for the FY10 year. The major funding source is with Fire Mitigation Fees, which are monies collected by the County on new construction and provided to the District for funding of capital facilities that are needed due to growth. The following is a list of projects planned:

| Expense/Project | Funding Source | Funding Source |
|--|--------------------|--------------------|
| | GF | FMF |
| Copier (Replacement)* | \$20,000 | |
| Replacement of Fairbanks Ranch Fire Station | \$500,000 | \$2,500,000 |
| Administration Building Remodel <i>(Tenant Improvements)</i> | \$8,400 | \$41,600 |
| Parking and Property Acquisition | \$500,000 | \$1,500,000 |
| Command Vehicle (Replacement) | \$50,000 | |
| | \$1,078,400 | \$4,041,600 |

*Note: The option of leasing a copier is under consideration.

Budget Summary

Although revenue and expenditure projections are conservative, it may be necessary to revise the property tax receipts for the final budget by 8%, dependent on the implementation of Prop 1A from the State. Should Prop 1A be suspended, the District is poised to deal with the potential fiscal challenges. The impact of an 8% reduction is included at the end of the document and provided information only.

Staffing will remain at its current levels, although the budget continues to fund an additional administrative support position.

Continued care must be given to ensure that declining revenues and rising expenditures remain balanced. The management staff has been proactive and is to be commended for their tireless efforts in both research and preparation of the budget document.

Mission: To serve the public through the protection of life, environment and property from fire and other emergencies through prevention, preparedness, education, and response.

Preliminary Budget FY10

Estimated 8% Reduction

| TAX APPORTIONMENT Estimated Collection | COLLECTED | | ESTIMATED Reduction @ 8.00% | EST % OF Collection | Estimated Revenue FY 10 |
|---|------------------|-----|--------------------------------|------------------------|----------------------------|
| | Revenue FY 09 | Cur | | | |
| Current Secured | \$9,284,955 | | -\$687,774 | 100.00% | \$8,597,181 |
| Current Unsecured | \$331,019 | | -\$24,520 | 100.00% | \$306,499 |
| Current Sec HOE | \$90,957 | | -\$6,738 | 100.00% | \$84,220 |
| Current Unsec HOE | \$76 | | -\$6 | 100.00% | \$70 |
| State Sec Unitary | \$62,017 | | -\$4,594 | 100.00% | \$57,423 |
| Delinq Unsecured | \$48,496 | | -\$3,592 | 0.00% | \$44,904 |
| Delinq Sec HOE | \$639 | | -\$47 | 100.00% | \$592 |
| Delinq Unsec HOE | -\$3 | | \$0 | 100.00% | -\$3 |
| Delinq Unsecured St Unitary | \$2,072 | | -\$153 | 100.00% | \$1,918 |
| Dischgd Del Unsec | \$13 | | -\$1 | 0.00% | \$12 |
| Cur Sec Supp Roll | \$189,079 | | -\$14,006 | 100.00% | \$175,074 |
| Cur Unsec Supp Roll | \$7,331 | | -\$543 | 0.00% | \$6,788 |
| Supp HOE | \$1,361 | | -\$101 | 100.00% | \$1,260 |
| Del Unsec Supp Roll | \$10,131 | | -\$750 | 100.00% | \$9,381 |
| Interest Allocation | \$14,737 | | \$0 | 100.00% | \$0 |
| ERAF Reimbursement | \$0 | | \$0 | 0.00% | \$0 |
| | \$0 | | \$0 | 0.00% | \$0 |
| Delinq Secured | \$0 | | \$0 | 0.00% | \$0 |
| Del State Sec Unitary | \$0 | | \$0 | 0.00% | \$0 |
| Del Sec Supp Roll | \$0 | | \$0 | 0.00% | \$0 |
| Fund Summary | \$10,028,145 | | -\$742,826 | | \$9,285,320 |
| Less Prior Year Refunds | | | | | |
| Plus Remaining Receivables | | | | | |
| Adjusted Fund Summary | \$10,028,145 | | | | \$9,285,320 |

FY10

OPERATING EXPENDITURES

GENERAL FUND

Summary of Revenues, Expenditures Operating Budget 2009-2010

| <i>(In Thousands)</i> | | Unaudited | Change | |
|------------------------------------|-----------------|-----------|---------|--------|
| REVENUES | GF - 10 | GF - 09 | | % |
| Total Revenues | \$10,857 | \$11,484 | (\$627) | -5.5% |
| EXPENDITURES | | | | |
| Total Operating Expenditures | \$10,554 | \$10,250 | \$304 | 3.0% |
| Operating Surplus (Deficit) | \$302 | \$1,233 | (\$931) | -75.5% |

Summary Revenues, Expenditures - Operating Budget 2009-2010

(In Thousands)

| | | Unaudited | Change | |
|--|-----------------|--------------|----------------|--------|
| | GF - 10 | GF - 09 | | % |
| REVENUES | | | | |
| Property Taxes/Benefit Fee | \$10,144 | \$10,271 | (\$126) | -1.2% |
| Fees | \$182 | \$199 | (\$17) | -8.7% |
| Developer Reimbursement | \$75 | \$122 | (\$47) | -38.6% |
| Other | \$454 | <u>\$891</u> | <u>(\$437)</u> | -49.0% |
| Total Revenues | \$10,857 | \$11,484 | (\$627) | -5.5% |
| EXPENDITURES | | | | |
| Personnel | \$8,396 | \$8,190 | \$206 | 2.5% |
| Contractual Services | \$1,075 | \$971 | \$104 | 10.7% |
| Materials & Supplies | \$460 | \$402 | \$58 | 14.4% |
| Other Expenditures (Projects/Equipment/Prior Year) | \$0 | \$47 | (\$47) | |
| Depreciation | \$624 | <u>\$640</u> | <u>(\$16)</u> | -2.5% |
| Total Operating Expenditures | \$10,555 | \$10,250 | \$305 | 3.0% |
| Operating Surplus (Deficit) | \$302 | \$1,233 | (\$932) | -75.6% |

Summary - Operating Revenues 2009-2010

| <i>(In Thousands)</i> | | Unaudited | Change | |
|---------------------------------|------------------------|-----------------|----------------|---------------|
| REVENUES | GF - 10 | GF - 09 | | % |
| Taxes & Assessments | \$9,902 | \$10,028 | (\$126) | -1.3% |
| Benefit Fee | \$243 | <u>\$243</u> | <u>\$0</u> | <u>0.0%</u> |
| Subtotal | \$10,145 | \$10,271 | (\$126) | -1.2% |
| Developer Reimbursement/Revenue | | | | |
| 4S Ranch | \$0 | \$0 | \$0 | |
| Rancho Cielo | \$75 | <u>\$122</u> | <u>(\$47)</u> | <u>-38.6%</u> |
| Subtotal | \$75 | \$122 | (\$47) | -38.6% |
| Other Revenue | | | | |
| Plan Checks | \$105 | \$105 | \$0 | 0.0% |
| Administrative Fee (JPA/SB) | \$77 | \$94 | (\$17) | -18.5% |
| Interest | \$209 | \$209 | \$0 | 0.0% |
| Lease | \$131 | \$189 | (\$59) | -31.1% |
| Instructor/Training | \$16 | \$8 | \$8 | -49.9% |
| Grant | \$3 | \$28 | (\$25) | -91.0% |
| FF/EMS Reimbursement | \$25 | \$376 | (\$351) | -93.4% |
| Other | \$72 | <u>\$81</u> | <u>(\$9)</u> | <u>-11.3%</u> |
| Subtotal | \$638 | \$1,090 | (\$454) | -41.6% |
| Total Operating Revenues | <u>\$10,857</u> | <u>\$11,484</u> | <u>(\$627)</u> | -5.5% |

Summary Expenditures - Operating Budget 2009-2010

| (In Thousands) | GF - 10 | Unaudited GF - 09 | Change \$ | % |
|--|----------|----------------------|--------------|---------|
| EXPENDITURES | | | | |
| Personnel | | | | |
| Payroll | | | | |
| Salary | \$4,687 | \$4,594 | \$93 | 2.0% |
| Emergency Response Compensation | \$0 | \$0 | \$0 | |
| Holiday Pay | \$156 | \$156 | \$0 | 0.2% |
| Overtime | \$981 | \$993 | (\$12) | -1.3% |
| Paramedic Incentive | \$17 | \$17 | \$0 | 0.0% |
| Subtotal | \$5,841 | \$5,760 | \$81 | 1.4% |
| Benefits | | | | |
| Health Insurance + HRSA | \$946 | \$882 | \$64 | 7.2% |
| Life/LTD Insurance | \$10 | \$7 | \$3 | 45.1% |
| Medicare/Social Security | \$73 | \$67 | \$6 | 8.9% |
| Retirement | \$1,372 | \$1,338 | \$34 | 2.5% |
| Unemployment | \$14 | \$14 | \$0 | 0.8% |
| Workers Compensation | \$122 | \$104 | \$18 | 16.9% |
| Other | \$17 | \$17 | \$0 | 0.0% |
| Subtotal | \$2,555 | \$2,430 | \$125 | 5.1% |
| TOTAL | \$8,396 | \$8,190 | \$206 | 2.5% |
| Contractual Services | | | | |
| Administration Fees | \$151 | \$149 | \$2 | 1.5% |
| Building/Facility Lease | \$12 | \$9 | \$3 | 29.9% |
| Dispatching | \$114 | \$114 | \$0 | 0.4% |
| Equipment Rental & Repairs | \$27 | \$11 | \$16 | 150.5% |
| Insurance | \$63 | \$61 | \$2 | 3.7% |
| Legal | \$25 | \$28 | (\$3) | -10.9% |
| Meetings, Meals, Mileage | \$8 | \$8 | \$0 | 5.2% |
| Other Contractual/Professional Services | \$204 | \$163 | \$41 | 25.2% |
| Service Agreements | \$53 | \$39 | \$13 | 34.3% |
| Soil Contamination | \$5 | \$67 | (\$62) | -92.6% |
| Training | \$78 | \$64 | \$14 | 21.7% |
| Utilities | \$179 | \$151 | \$27 | 18.0% |
| Vehicle Maintenance & Repairs | \$133 | \$92 | \$41 | 44.2% |
| All Other | \$22 | \$14 | \$9 | 62.3% |
| TOTAL | \$1,075 | \$971 | \$104 | 10.7% |
| Materials & Supplies | | | | |
| Apparatus | \$32 | \$35 | (\$3) | -7.6% |
| Computer | \$57 | \$54 | \$2 | 4.1% |
| Fuel | \$76 | \$62 | \$15 | 23.9% |
| Grants | \$0 | \$14 | (\$14) | -100.0% |
| Office | \$43 | \$38 | \$5 | 13.5% |
| Safety | \$48 | \$30 | \$18 | 59.4% |
| Uniforms | \$28 | \$24 | \$4 | 15.6% |
| Programs/Public Education | \$12 | \$7 | \$4 | 58.0% |
| Hose, Nozzles, Foam | \$9 | \$9 | \$0 | -0.5% |
| Radio | \$25 | \$34 | (\$9) | -26.1% |
| Station Maintenance/Supplies/Janitorial | \$63 | \$51 | \$12 | 23.2% |
| All Other | \$70 | \$46 | \$24 | 51.2% |
| TOTAL | \$460 | \$402 | \$58 | 14.4% |
| Other Expenditures (Projects/Equipment/Prior Year) | | \$47 | (\$47) | |
| TOTAL | \$0 | \$47 | (\$47) | |
| Depreciation | \$624 | \$640 | (\$16) | -2.5% |
| TOTAL Operating Expenditures | \$10,555 | \$10,250 | \$305 | 3.0% |

RANCHO SANTA FE FIRE PROTECTION DISTRICT
ESTIMATED - CASH NET ASSETS FOR FISCAL YEAR 08-09; 09-10
General Fund

| | FUND TOTAL - 10 | FUND TOTAL - 09 | FY Change 09-10 | % |
|---|-----------------|-----------------|--------------------|--------|
| Cash - Beginning | \$9,424 | \$7,991 | | |
| June 30 Receivables | | \$221 | | |
| June 30 Cash held in PASIS (Workers Compensation) | \$538 | \$590 | | |
| | \$9,962 | \$8,802 | | |
| June 30 Liabilities | (\$811) | (\$476) | | |
| BEGINNING - NET CASH ASSETS | \$9,151 | \$8,326 | | |
| PROJECTED REVENUE | | | | |
| Taxes & Assessments | \$10,145 | \$10,271 | | |
| Interest | \$209 | \$209 | | |
| Developer Reimbursement | \$75 | \$122 | | |
| Lease Revenue | \$131 | \$189 | | |
| Other Revenue | \$116 | \$494 | | |
| Fees | \$182 | \$199 | | |
| Fire Mitigation Fees | \$0 | \$0 | | |
| Total Projected Revenue | \$10,857 | \$11,484 | | |
| PROJECTED EXPENDITURES | | | | |
| Personnel Costs | \$8,396 | \$8,190 | | |
| Maintenance & Operating Costs | \$1,536 | \$1,373 | | |
| Capital/Project Expenditures | | \$47 | | |
| Depreciation Expense | \$624 | \$640 | | |
| Total Operating Expenditures | \$10,555 | \$10,250 | | |
| Operating Surplus - \$ | \$302 | \$1,233 | | |
| Capital/Project Expenditures | (\$5,120) | (\$459) | | |
| CalPERS Payment | \$0 | | | |
| Soil Contamination | \$0 | \$0 | | |
| SUBTOTAL | \$4,333 | \$9,100 | | |
| Liabilities <i>(includes soil contamination)</i> | (\$811) | (\$811) | | |
| Transfer in/out (FMF) | \$4,042 | \$221 | | |
| Depreciation Expense | \$624 | \$640 | | |
| ENDING - NET CASH ASSET (Deficit) | <u>\$8,188</u> | <u>\$9,151</u> | (\$963) | -10.5% |

FY10

CAPITAL EXPENDITURES

GENERAL FUND

&

FIRE MITIGATION FUND

| SUMMARY OF PROPOSED CAPITAL EXPENDITURES - EQUIPMENT | | | | | | | | | |
|--|------|-----------|-----------|-------------------|-----------|----------|----------|----------|----------|
| FISCAL YEAR 09-10 | | | | | | | | | |
| GENERAL FUND | | | | | | | | | |
| ASSETS | | | | | | | | | |
| Description | Year | Funding % | FY 08/09 | Y-T-D FY 08/09 | FY 09/10 | FY 10/11 | FY 11/12 | FY 12/13 | FY 13/14 |
| Hydraulic Tool - 2611 | | 100% | | | | | | | |
| Copier (Replacement) | | | | \$ - | \$20,000 | | | | |
| SCBA | | | | | \$ - | | | | |
| Thermal Imager (Qty 2) - Replacement | | | \$ 20,000 | \$ 22,403 | \$ - | | | | |
| | | | \$ 20,000 | \$ 22,403 | \$ 20,000 | \$ - | \$ - | \$ - | \$ - |
| | | | | | | | | | |
| FIRE MITIGATION FUND | | | | | | | | | |
| ASSETS | | | | | | | | | |
| Description | Year | Funding % | FY 08/09 | Y-T-D FY 08/09 | FY 09/10 | FY 10/11 | FY 11/12 | FY 12/13 | FY 13/14 |
| Televideo Conference Equipment - <i>Carry Over Expenditure (05/06)</i> | | 100% | \$ 17,200 | \$ 17,200 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total Proposed Asset Expenditures | | | \$ 17,200 | \$ 17,200 | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | | | | | | | | |
| TOTAL | | | \$ 37,200 | \$ 39,602 | \$ 20,000 | \$ - | \$ - | \$ - | \$ - |
| | | | | | | | | | |

| SUMMARY OF PROPOSED CAPITAL IMPROVEMENT - FACILITY | | | | | | | | | | |
|--|---|-----------|-------------|--------------|-------------------|--------------|--------------|--------------|----------|----------|
| FISCAL YEAR 09-10 | | | | | | | | | | |
| GENERAL FUND | | | | | | | | | | |
| FACILITY REPLACEMENT - IMPROVEMENT | | | | | | | | | | |
| Project # | Description | Funding % | Project Est | FY 08/09 | Y-T-D FY 08/09 | FY 09/10 | FY 10/11 | FY 11/12 | FY 12/13 | FY 13/14 |
| 03-01 | Replacement of Fairbanks Fire Station | 25% | | | | | | | | |
| | Engineering Services Replacement - RSF3 | 25% | \$300,000 | \$ 4,789 | \$ 66,126 | | | | | |
| | Actual Project Expenditures (to date) - \$280,844 | | \$70,211 | | | | | | | |
| | Architectural Engineering Services Replacement - RSF3 | 25% | \$400,000 | \$ 100,000 | | | | | | |
| | Land Acquisition | 25% | \$100,000 | \$ 6,250 | | | | | | |
| | Actual Project Expenditures (to date) - \$51,000 | | \$12,750 | | | | | | | |
| | Temporary Facility | 25% | \$200,000 | \$ 50,000 | | | | | | |
| | Construction - Replacement of Fairbanks Fire Station (includes demolition) | 25% | \$4,250,000 | \$ 125,000 | | \$ 500,000 | \$ 500,000 | | | |
| 04-01 | Administration Building Remodel - (Carry Over 03/04) Committee Approved \$73,689 | 16.8% | \$438,000 | | | | | | | |
| | Actual Project Expenditures (to date) | 16.8% | \$32,217 | \$ 39,757 | \$ 1,122 | \$ 8,400 | | | | |
| 04-01-A | Remodel - Fire Prevention Offices | 16.8% | | | | | | | | |
| 04-01-B | Remodel - Parking/Building Expansion | 16.8% | | | | | | | | |
| 06-01 | Utility Building - Phase 4 (4S) - Carry Over Expenditure (05/06) Committee Approved \$122,500.00 | 30% | \$189,000 | | | | | | | |
| 06-01 | Actual Project Expenditures | 30% | \$87,614 | | | | | | | |
| 08-01 | Pavers - RSF1 | 100% | \$44,000 | \$ 44,200 | \$ 43,734 | | | | | |
| 08-02 | Concrete - Training Facility (Ventilation Prop) | 100% | \$15,000 | | | | | | | |
| 09-01 | DOC - Department Operations Center | 100% | | \$ 50,000 | \$ 4,144 | | | | | |
| 09-02 | Refuel Facility (modification) - RSF2 | 100% | | \$ 75,000 | | \$ - | \$ - | \$ - | \$ - | \$ - |
| 09-03 | Administration Parking Lot and/or New Building Carry Over Expenditure (08/09) Committee Approved (08/09) | 25% | \$4,000,000 | \$ 500,000 | \$ - | \$ 500,000 | \$ 250,000 | \$ 250,000 | \$ - | \$ - |
| | SUBTOTAL | | | \$ 994,996 | \$ 115,127 | \$ 1,008,400 | \$ 750,000 | \$ 250,000 | \$ - | \$ - |
| FIRE MITIGATION FUND | | | | | | | | | | |
| FACILITY REPLACEMENT/IMPROVEMENT | | | | | | | | | | |
| Project # | Description | Funding % | Project Est | FY 08/09 | Y-T-D FY 08/09 | FY 09/10 | FY 10/11 | FY 11/12 | FY 12/13 | FY 13/14 |
| 03-01 | Replacement of Fairbanks Fire Station | 75% | | | | | | | | |
| | Engineering Services Replacement - RSF3 | 75% | \$300,000 | \$ 14,367 | \$ 198,379 | | | | | |
| | Actual Project Expenditures (to date) - \$280,844 | | \$210,633 | | | | | | | |
| | Architectural Engineering Services Replacement - RSF3 | 75% | \$400,000 | \$ 300,000 | | | | | | |
| | Land Acquisition | 75% | \$100,000 | \$ 18,750 | | | | | | |
| | Actual Project Expenditures (to date) - \$51,000 | | \$38,250 | | | | | | | |
| | Temporary Facility | 75% | \$200,000 | \$ 150,000 | | | | | | |
| | Construction - Replacement of Fairbanks Fire Station (includes demolition) | 75% | \$4,250,000 | \$ 375,000 | | \$ 2,500,000 | \$ 500,000 | | | |
| 04-01 | Administration Building Remodel - (Carry Over 03/04) Committee Approved \$364,311.01 | 83.2% | \$438,000 | | | | | | | |
| 04-01 | Actual Project Expenditures (to date) | 83.2% | \$159,511 | \$ 140,601 | \$ 5,555 | | | | | |
| 04-01-A | Remodel - Fire Prevention Offices | 83.2% | | | | \$ 41,600 | | | | |
| 04-01-B | Remodel - Parking/Building Expansion | 83.2% | | | | | | | | |
| 06-01 | Utility Building - Phase 4 (4S) - Carry Over Expenditure (05/06) Committee Approved \$122,500.00 | 70% | \$189,000 | | | | | | | |
| 06-01 | Actual Project Expenditures | 70% | \$122,500 | | | | | | | |
| 09-03 | Administration Parking Lot and/or New Building Carry Over Expenditure (08/09) Committee Approved (08/09) | 75% | \$4,000,000 | \$ 1,500,000 | | \$ 1,500,000 | \$ 750,000 | \$ 750,000 | \$ - | \$ - |
| | SUBTOTAL | | | \$ 2,498,718 | \$ 203,934 | \$ 4,041,600 | \$ 1,250,000 | \$ 750,000 | \$ - | \$ - |
| | TOTAL | | | \$ 3,493,714 | \$ 319,061 | \$ 5,050,000 | \$ 2,000,000 | \$ 1,000,000 | \$ - | \$ - |

| SUMMARY OF PROPOSED CAPITAL VEHICLE & APPARATUS REPLACEMENTS | | | | | | | | | | |
|--|------|-----------|-------------|------------|-------------------|-----------|-----------|------------|-----------|------------|
| FISCAL YEAR 09-10 | | | | | | | | | | |
| GENERAL FUND | | | | | | | | | | |
| VEHICLE & APPARATUS REPLACEMENT | | | | | | | | | | |
| ID/Vehicle Type | Year | Funding % | Exp Est | FY 08/09 | Y-T-D FY 08/09 | FY 09/10 | FY 10/11 | FY 11/12 | FY 12/13 | FY 13/14 |
| 9611 - Engine - Type I | 1996 | 100% | \$490,000 | | | | | | | |
| 9561 - Brush (Type III) | 1996 | 100% | \$375,000 | | | | | | | |
| 0211 - Engine (Type I) | 2002 | 100% | \$550,000 | | | | | \$ 550,000 | | |
| | | | | | | | | | | |
| VEHICLE MODIFICATION | | | | | | | | | | |
| 0261 - Water Tender - Foam System | | | | \$ 18,000 | \$ - | | | | | |
| 0261 - Water Tender - Hydraulic Tank Rack Lift | | | | \$ 6,000 | \$ - | | | | | |
| | | | | | | | | | | |
| VEHICLE REPLACEMENT RESERVES | | | | | | | | | | |
| 0083 - Staff | 2000 | 100% | \$45,000 | | | | \$ 45,000 | | | |
| 0181 - Staff | 2001 | 100% | \$50,000 | \$ 50,000 | \$ 29,842 | | | | | |
| 0183 - Staff | 2001 | 100% | \$50,000 | | | | | | | |
| 0281 - Staff | 2002 | 100% | \$40,000 | | | | | | \$ 40,000 | |
| 0311 - Staff | 2003 | 100% | \$50,000 | | | | | | | \$ 550,000 |
| 0312 - Engine - Type 1 | 2003 | 100% | \$550,000 | | | | | | | |
| 0381 - Command | 2003 | 100% | \$50,000 | | | \$ 50,000 | | | | |
| 0382 - Staff | 2003 | 100% | \$45,000 | | | | | | \$ 45,000 | |
| 0383 - Command | 2003 | 100% | \$70,000 | \$ 70,000 | \$ 70,000 | | | | | |
| 0384 - Staff | 2003 | 100% | \$50,000 | \$ - | \$ - | \$ - | \$ - | \$ 50,000 | \$ - | \$ - |
| 0781 - Command | 2007 | 100% | \$85,000 | | | | | \$ 85,000 | | |
| 0881 - Command | 2008 | 100% | \$65,000 | | | | | | | |
| 0882 - Command | 2008 | 100% | \$65,000 | | | | | | | |
| 0981 - Staff | 2009 | 100% | \$35,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total Proposed Vehicle Replacement | | | \$2,665,000 | \$ 144,000 | \$ 99,842 | \$ 50,000 | \$ 45,000 | \$ 685,000 | \$ 85,000 | \$ 550,000 |
| | | | | | | | | | | |
| FIRE MITIGATION FUND | | | | | | | | | | |
| VEHICLE & APPARATUS REPLACEMENT | | | | | | | | | | |
| ID/Vehicle Type | Year | Funding % | Exp Est | FY 08/09 | Y-T-D FY 08/09 | FY 09/10 | FY 10/11 | FY 11/12 | FY 12/13 | FY 13/14 |
| Nothing planned | | | | | | | | | | \$ - |
| | | | | | | | | | | |
| TOTAL | | | | \$ 144,000 | \$ 99,842 | \$ 50,000 | \$ 45,000 | \$ 685,000 | \$ 85,000 | \$ 550,000 |

FY10

**ORGANIZATION CHART
PERSONNEL
EQUIPMENT
FACILITY
FLEET**

Board of Directors

Fire Chief

Fire Prevention Bureau

| | |
|------------------------------|--------------------|
| Code Development | Fire Investigation |
| Code Compliance | Public Information |
| Inspections | Hazard Abatement |
| Community Preparedness | Plan Review |
| | Planning |
| Public Education / Relations | |

**Fire Marshal
(1)**

Urban Forester
(1)

Prevention Specialist
(2)

Fire Prevention Assistant
(1)

Public Relations Coordinator
(1)

Emergency Operations

| | | |
|----------------------------|-------------------------|--------------------------------|
| Emergency Scene Management | Safety Program | Fleet Maintenance |
| Pre Incident Planning | Training | Fuel Station(s) / Monitoring |
| Incident Documentation | Planning | Facilities / Maintenance |
| Hazardous Materials | Emergency Preparedness | Maps / GIS / Hydrants |
| Emergency Medical | Communications | Engine Company Programs |
| Technical Rescue | Performance Evaluations | Mutual Aid / Zone Coordination |

**EMERGENCY OPERATIONS
Deputy Chief
(1)**

Battalion Chief: Training
(1)

Battalion Chief
(3)

Fire Service Assistant
(1)

Rancho Station 1

4-S Station 2

Fairbanks Station 3

Cielo Station 4

Captains (3)
Engineers (3)
FFPM (3)

Captains (3)
Engineers (3)
FFPM (3)

Captains (3)
Engineers (3)
FFPM (3)

Captains (3)
Engineers (3)
FFPM (5)
Firefighter (1)

Administration

Office Management
Fiscal Oversight
Budget
Payroll
Human Resources
Accts receivable /payable
Information Management

IT Tech
(1)

**ADMINISTRATIVE
MANAGER
(1)**

Accounting Specialist
(2)

Staff Assistant
(1)

AUTHORIZED PERSONNEL

| Positions | Authorized | Changes | FY10 |
|--|------------|----------|-----------|
| <i>Fire Administration</i> | | | |
| Fire Chief | 1 | 0 | 1 |
| Deputy Chief | 1 | 0 | 1 |
| Fire Marshal | 1 | 0 | 1 |
| Administrative Manager | 1 | 0 | 1 |
| Battalion Chief | 4 | 0 | 4 |
| Staff Assistant/Office Support Coordinator (Admin & Prevention) | 2 | 0 | 2 |
| Accounting Specialist | 2 | 0 | 2 |
| Fire Prevention Specialist | 2 | 0 | 2 |
| Public Relations Coordinator | 1 | 0 | 1 |
| Urban Fire Forester | 1 | 0 | 1 |
| Fire Services Assistant | 1 | 0 | 1 |
| <i>Suppression</i> | | | |
| Captain | 12 | 0 | 12 |
| Engineer | 12 | 0 | 12 |
| Firefighter | 1 | 0 | 1 |
| Firefighter/Paramedic | 14 | 0 | 14 |
| TOTAL | 56 | 0 | 56 |

2009-2010 Equipment - DEPRECIATION EXPENSE & ACCUMULATED RESERVES

| <i>Description</i> | <i>Cost</i> | <i>Addition</i> | <i>Date in Service</i> | <i>Year in Service</i> | <i>Depreciation Schedule - Years</i> | <i>Depreciation Annual Expense</i> | <i>Jun 2009 Accumulated Reserves</i> | <i>2010</i> | <i>2009/10 Depreciation Expense</i> | <i>Jun 2010 Accumulated Reserves</i> |
|---------------------------|---------------|-----------------|------------------------|------------------------|--------------------------------------|------------------------------------|--------------------------------------|-------------|-------------------------------------|--------------------------------------|
| Turnout Washer | \$ 52,595.00 | | 6/30/2005 | 2005 | 5 | 10,519.00 | 42,076.00 | 5.00 | 10,519.00 | 52,595.00 |
| Hydraulic Rescue Tool | \$ 22,400.00 | | 6/30/2005 | 2005 | 15 | 1,493.31 | 7,466.67 | 5.00 | 1,493.33 | 8,960.00 |
| File Server | \$ 16,279.35 | | 7/13/2005 | 2005 | 3 | 0.00 | 16,279.35 | 5.00 | 0.00 | 16,279.35 |
| Printer-Scanner-Plotter | \$ 23,536.62 | | 1/31/2007 | 2007 | 7 | 3,362.37 | 8,125.74 | 3.42 | 3,362.37 | 11,488.11 |
| Hydraulic Rescue Tool #2 | \$ 18,360.89 | | 1/1/2008 | 2008 | 15 | 1,224.06 | 1,836.09 | 2.05 | 1,224.06 | 3,060.15 |
| Thermal Imaging Camera #1 | \$ 11,201.25 | | 5/1/2009 | 2009 | 5 | 2,240.25 | 373.38 | 1.17 | 2,621.09 | 2,994.47 |
| Thermal Imaging Camera #2 | \$ 11,201.25 | | 5/1/2009 | 2009 | 5 | 2,240.25 | 373.38 | 1.17 | 2,621.09 | 2,994.47 |
| | | | | | | | | | | 0.00 |
| | \$ 155,574.36 | | | | | <u>21,079.25</u> | <u>76,530.58</u> | | <u>21,840.94</u> | <u>98,371.53</u> |
| | | | | | | | | | Acc Dep - 2009 | 76,530.58 |
| | | | | | | | | | Ann Dep - 2010 | 21,840.94 |
| | | | | | | | | | Adj Dep - 2010 | |
| | | | | | | | | | Acc Dep - 2010 | <u>98,371.53</u> |

2009-2010 STATION LOCATION - DEPRECIATION EXPENSE & ACCUMULATED RESERVES

| Station Locations | Cost | Addition | Year in Service | Depreciation Schedule - Years | Depreciation Annual Expense | Jun 2009 Accumulated Reserves | 2010 | 2009-10 Depreciation Expense | Jun 2010 Accumulated Reserves |
|--|---------------|----------|-----------------|-------------------------------|-----------------------------|-------------------------------|-------|------------------------------|-------------------------------|
| 16936-1/2 El Fuego (Admin) | 1,294,645.00 | | 1992 | 40 | \$ 32,366.13 | \$ 550,224.77 | 18.00 | \$ 32,366.13 | \$ 582,590.90 |
| Admin Bldg | 112,623.07 | | 2007 | 26 | \$ 4,331.66 | \$ 18,770.47 | 3.00 | \$ 4,331.66 | \$ 23,102.13 |
| 16936 El Fuego (Stn) | 2,922,332.00 | | 1999 | 40 | \$ 73,058.30 | \$ 730,583.80 | 11.00 | \$ 73,058.30 | \$ 803,642.10 |
| Pavers | 43,734.24 | | 2008 | 30 | \$ 1,457.81 | \$ 1,093.36 | 1.75 | \$ 1,457.81 | \$ 2,551.16 |
| 6424 El Apajo | 300,000.00 | | 1983 | 20 | | \$ 300,000.00 | 27.00 | \$ - | \$ 300,000.00 |
| 16930 Four Gee Road | 3,180,000.00 | | 2003 | 40 | \$ 79,500.00 | \$ 477,000.00 | 7.00 | \$ 79,500.00 | \$ 556,500.00 |
| 16930 Four Gee Road - Training Tower | 1,563,252.00 | | 2004 | 40 | \$ 39,081.30 | \$ 195,406.50 | 6.00 | \$ 39,081.30 | \$ 234,487.80 |
| Training Facility Concrete | 27,000.00 | | 2006 | 38 | \$ 710.53 | \$ 3,552.64 | 4.00 | \$ 710.53 | \$ 4,263.17 |
| 16930 Four Gee Road - Storage Facility | 210,113.57 | | 2007 | 40 | \$ 5,252.84 | \$ 10,008.47 | 1.00 | \$ 5,252.84 | \$ 15,261.31 |
| 18040 Calle Ambiente | 3,180,000.00 | | 2004 | 40 | \$ 79,500.00 | \$ 318,000.00 | 6.00 | \$ 79,500.00 | \$ 397,500.00 |
| | 12,833,699.88 | | | | \$ 315,258.57 | \$ 2,604,640.02 | | \$ 315,258.57 | \$ 2,919,898.59 |

| | | |
|----------------|--------|-----------------|
| Acc Dep - 2009 | 30-Jun | \$ 2,604,640.02 |
| Ann Dep - 2010 | | \$ 315,258.57 |
| Adj Dep - 2010 | | \$ - |
| Acc Dep - 2010 | 30-Jun | \$ 2,919,898.59 |

2009-2010 Fleet Inventory & Est Cost Replacement Schedule

| Unit ID | Type | Year | Location | Replacement Year | Est Cost Replacement | | 2008/09 | 2009/10 | 2010/11 | 2011/12 | 2012/13 | 2013/14 |
|---------|------------------|------|----------------------------|------------------|----------------------|--|-----------|-----------|-----------|------------|-----------|------------|
| 0383 | Command | 2003 | Deputy Chief - 2602 | 2008/2009 | \$70,000 | | \$ 70,000 | | | | | |
| 0381 | Command | 2003 | Training Chief | 2009/2010 | \$50,000 | | | \$ 50,000 | | | | |
| 0083 | Staff | 2000 | Fire Prevention | 2010/2011 | \$45,000 | | | | \$ 45,000 | | | |
| 0211 | Engine - Type I | 2002 | RSF2 | 2011/2012 | \$550,000 | | | | | \$ 550,000 | | |
| 0384 | Staff | 2003 | Fire Prevention | 2011/2012 | \$50,000 | | | | | \$ 50,000 | | |
| 0781 | Command | 2007 | Battalion Chief | 2011/2012 | \$85,000 | | | | | \$ 85,000 | | |
| 0281 | Staff | 2002 | Fire Prevention | 2012/2013 | \$40,000 | | | | | | \$ 40,000 | |
| 0382 | Staff | 2003 | Fire Prevention | 2012/2013 | \$45,000 | | | | | | \$ 45,000 | |
| 0311 | Engine - Type I | 2003 | FBR | 2013/2014 | \$550,000 | | | | | | | \$ 550,000 |
| 0312 | Engine - Type I | 2003 | Cielo | 2014/2015 | \$550,000 | | | | | | | |
| 0881 | Command | 2008 | Fire Chief | 2014/2015 | \$65,000 | | | | | | | |
| 0882 | Command | 2008 | Fire Marshal | 2014/2015 | \$65,000 | | | | | | | |
| 0981 | Staff | 2009 | Utility - RHO | 2014/2015 | \$35,000 | | \$ 29,842 | | | | | |
| 0261 | Water Tender | 2002 | RHO | 2016/2017 | \$300,000 | | | | | | | |
| 0262 | Brush - Type III | 2002 | 4S | 2017/2018 | \$390,000 | | | | | | | |
| 0811 | Engine - Type I | 2008 | RHO | 2018/2019 | \$600,000 | | | | | | | |
| 0561 | Brush - Type III | 2005 | RHO | 2020/2021 | \$400,000 | | | | | | | |
| 0181 | Staff | 2001 | Utility - RHO | | | | | | | | | |
| 9561 | Brush - Type III | 1996 | FBR | | | | | | | | | |
| RESERVE | | | | | | | | | | | | |
| 0182 | Command | 2001 | Reserve - Cielo | | | | | | | | | |
| 0183 | Command | 2001 | Reserve - RSF4 | | | | | | | | | |
| 0543 | Engine - Type I | 1989 | Reserve - (On Consignment) | | | | | | | | | |
| 9511 | Engine - Type I | 1995 | Reserve - RSF4 | | | | | | | | | |
| 9611 | Engine - Type I | 1996 | Reserve - RSF2 | | | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | | | | \$3,890,000 | | \$ 99,842 | \$ 50,000 | \$ 45,000 | \$ 685,000 | \$ 85,000 | \$ 550,000 |

| Asset No | Description | Year | Location | Est Replacement | Actual Cost | Date in Service | Depreciation Schedule | Annual Depreciation | June 30, 2009 Accumulated Depreciation | 2010 | 2010 (Inc Adj) | June 30, 2010 Accumulated Depreciation |
|----------|------------------|------|----------------------------|-----------------|----------------|-----------------|-----------------------|---------------------|--|-------|----------------|--|
| 0383 | Command | 2003 | | 2008/2009 | \$34,881.00 | 30-Jun-04 | 5 | \$ 6,976.20 | \$ 34,881.00 | 7.00 | \$ - | \$ 34,881.00 |
| 0381 | Command | 2003 | | 2009/2010 | \$37,301.00 | 30-Jun-04 | 5 | \$ 7,460.20 | \$ 37,301.00 | 7.00 | | \$ 37,301.00 |
| 0083 | Staff | 2000 | | 2010/2011 | \$21,525.00 | 1-Jul-00 | 5 | | \$ 21,525.00 | 10.00 | | \$ 21,525.00 |
| 0211 | Engine - Type I | 2002 | | 2011/2012 | \$430,996.00 | 1-Jul-02 | 10 | \$ 43,099.60 | \$ 301,697.70 | 8.00 | \$ 43,099.60 | \$ 344,797.30 |
| 0384 | Staff | 2003 | | 2011/2012 | \$32,787.00 | 30-Jun-04 | 5 | \$ 6,557.40 | \$ 32,787.00 | 7.00 | | \$ 32,787.00 |
| 0781 | Command | 2007 | | 2011/2012 | \$64,814.02 | 31-Dec-06 | 5 | \$ 12,962.80 | \$ 33,853.97 | 3.50 | \$ 12,962.80 | \$ 46,816.77 |
| 0281 | Staff | 2002 | | 2012/2013 | \$20,843.00 | 1-Jul-02 | 5 | | \$ 20,843.00 | 8.00 | \$ - | \$ 20,843.00 |
| 0382 | Staff | 2003 | | 2012/2013 | \$29,640.00 | 30-Jun-04 | 5 | \$ 5,928.00 | \$ 29,640.00 | 7.00 | | \$ 29,640.00 |
| 0311 | Engine - Type I | 2003 | | 2013/2014 | \$412,007.00 | 30-Jun-04 | 10 | \$ 41,200.70 | \$ 206,003.50 | 7.00 | \$ 41,200.70 | \$ 247,204.20 |
| 0312 | Engine - Type I | 2003 | | 2014/2015 | \$412,007.00 | 30-Jun-04 | 10 | \$ 41,200.70 | \$ 206,003.50 | 7.00 | \$ 41,200.70 | \$ 247,204.20 |
| 0881 | Command | 2008 | | 2014/2015 | \$43,291.22 | 7-Nov-07 | 5 | \$ 8,658.24 | \$ 14,430.41 | 2.67 | \$ 8,658.24 | \$ 23,088.65 |
| 0882 | Command | 2008 | | 2014/2015 | \$44,174.30 | 1-May-08 | 5 | \$ 8,834.86 | \$ 10,307.34 | 2.17 | \$ 8,834.86 | \$ 19,142.20 |
| 0981 | Staff | 2009 | | 2014/2015 | \$29,842.38 | 1-Mar-09 | 5 | \$ 5,968.48 | \$ 1,989.49 | 1.33 | \$ 7,957.97 | \$ 9,947.46 |
| 0261 | Water Tender | 2002 | | 2016/2017 | \$204,528.00 | 1-Jul-02 | 15 | \$ 13,635.20 | \$ 95,446.20 | 8.00 | \$ 13,635.20 | \$ 109,081.40 |
| 0262 | Brush - Type III | 2002 | | 2017/2018 | \$278,104.00 | 1-Jul-02 | 15 | \$ 18,540.27 | \$ 129,781.62 | 8.00 | \$ 18,540.27 | \$ 148,321.88 |
| 0811 | Engine - Type I | 2008 | | 2018/2019 | \$483,367.58 | 1-Apr-08 | 10 | \$ 48,336.76 | \$ 60,420.95 | 2.25 | \$ 48,336.76 | \$ 108,757.71 |
| 0561 | Brush - Type III | 2005 | | 2020/2021 | \$287,663.00 | 30-Jun-05 | 15 | \$ 19,177.53 | \$ 76,710.13 | 5.00 | \$ 19,177.53 | \$ 95,887.67 |
| 0181 | Staff | 2001 | | 0 | \$23,101.00 | 1-Jul-01 | 5 | \$ - | \$ 23,101.00 | 9.00 | \$ - | \$ 23,101.00 |
| 9561 | Brush - Type III | 1996 | | 0 | \$350,000.00 | 1-Jul-96 | 15 | \$ 23,333.33 | \$ 303,332.98 | 14.00 | \$ 23,333.33 | \$ 326,666.31 |
| RESERVE | | | | | | | | | | | | |
| 0182 | Command | 2001 | Reserve - Cielo | 0 | \$32,413.00 | 1-Jul-01 | 5 | \$ - | \$ 32,413.00 | 9.00 | \$ - | \$ 32,413.00 |
| 0183 | Command | 2001 | | 0 | \$32,141.00 | 1-Jul-01 | 5 | | \$ 32,141.00 | 9.00 | | \$ 32,141.00 |
| 0543 | Engine - Type I | 1989 | Reserve - Cielo | 0 | | | 15 | \$ - | \$ - | 21.00 | \$ - | \$ - |
| 9511 | Engine - Type I | 1995 | Reserve - RSF4 | 0 | | | 15 | \$ - | \$ - | 15.00 | \$ - | \$ - |
| 9611 | Engine - Type I | 1996 | Reserve - (On Consignment) | | \$475,000.00 | 1-Jul-96 | 10 | \$ - | \$ 475,000.00 | 14.00 | \$ - | \$ 475,000.00 |
| | | | | | \$3,780,426.50 | | | \$ 311,870.27 | \$ 2,179,609.78 | | \$ 286,937.96 | \$ 2,466,547.74 |

Accumulated Depreciation 2009 \$ 2,179,609.78
Annual Depreciation 2010 \$ 286,937.96
Accumulated Depreciation 2010 \$ 2,466,547.74