1 2 Independence Rance Community Services District 3 Construction Project Guide 4 5 November 9, 2023 6 7 8 Foreword 9 By resolution of the Board of Directors of the Independence Ranch Community Services District 10 dated November 9, 2023, certain requirements have been adopted with respect to certain 11 development projects undertaken within its geographic jurisdiction. This is a guide to these 12 requirements; however, in the event of any discrepancy between the board of director's 13 resolution and this guide, the board of director's resolution shall control over this guide. 14 15 The board of director's resolution has three purposes. First, it establishes a fee payable to the 16 Independence Ranch Community Services District for most construction projects undertaken 17 within the District. Second, it establishes a right on the part of the Independence Ranch 18 Community Services District to review certain construction projects to ensure that the streets and 19 related works within the jurisdiction of the Independence Rance Community services District are 20 not damaged either during the process of construction or by the completed project. Third, it 21 clarifies that the Independence Ranch Community Services District may demand that changes be 22 made in the plans for certain construction projects such that the streets and related works are not 23 damaged either during the construction process or by the completed project. 24 25 26 **Definitions** 27 The following words shall have the following meanings for purposes of this document: 28 29 The words "Building and Planning Department" mean the San Luis Obispo County Building and 30 31 Planning Department. 32 The words "Construction Traffic Fee" mean the fee payable by a Developer to the District as 33 34 described below. 35 The word "Developer" means any person or entity that owns any parcel of land located within 36 the jurisdiction of the District and on which any type of construction project is or is sought to be 37 38 undertaken. 39 The word "District" means the Independent Ranch Community Services District. 40

2	The word "Proj	ect" means any construction project to be undertaken on any land located within
3	the jurisdiction	of the District and for which a building permit is or may be required by the
4	Building and Pl	anning Department.
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6	The words "Res	solution ABC >>>> " mean the resolution passed by the board of directors of
7	the District on (	r about >>>>>>>>>> concerning the approval of Projects within the
8	District.	<b>.</b>
9		
10	The words "Reg	sulatory Requirements" mean any and all applicable statutory or administrative
11	code, regulation	, or requirement, including without limitation the applicable building code or Cal
12 13	Fire regulations	
15 14	The word "Ctro	\(\frac{422}{2} \cdot \frac{1}{2} \cdot \cdot \cdot \frac{1}{2} \cdot \c
15	within the imige	t" shall mean any and all streets and roads now existing or later constructed
16	bridges culvert	iction of the District, along with all related works, including without limitation,
17	orages, emver	, curbs, gutters, drains, and drainage channels, whether natural or manmade.
18	Projects Subje	ect to the District's Approval
19	<u>x rejects Bueje</u>	
20	Resolution ABC	applies to every Project to be undertaken within the District for which a
21	building permit	is or may be required by the Building and Planning Department and for which a
22	waiver has not b	een granted by the District.
23		3
24	Request for a	Waiver
25	•	
26	The District may	grant a waiver of the below noted the Construction Traffic Fee and/or the
27	requirement for	the District's preliminary and final approvals for a Project if the District
28	determines that t	he Project is likely to have no or only a de minimis impact on the Streets.
29		
30	A request for a v	aiver must in writing, describe the scope of the proposed Project, and be
31	submitted to the	District in a manner as the District may specify from time to time.
32		
33	The District will	decide whether to grant a waiver within thirty (30) working days after the
34 35	receipt of such a	request.
36	Construction 1	Proffic Food
37	Constituction	lanc rees
38	A Developer my	t povi to the Dietaist a Co. Co. 1 D. 1 D. 1 D. 1
39	does not include	st pay to the District a fee for each Project in the amount of \$2,500 if the Project
40	total Project cost	a structure of greater than 400 square feet, and 1% of the reasonably anticipated for a Project that does include a structure of 400 or more square feet.
41	10,000 0000	a structure of 400 or more square feet.
42	This fee is non-re	fundable and is due upon the filing of an application with the District for
43	preliminary appr	oval of a Project as provided below; however, the District may refund a
		, and a source may round a

Construction Traffic Fee upon a Developer's written request if the District determines that the involved Project has been abandoned by the Developer and no construction work ever actually took place.

## Preliminary Approval

A Developer must file an application with the District for preliminary approval for every Project to be undertaken within the District and for which the District has not granted a waiver.

An application for preliminary approval must be filed with the District no later than thirty (30) working days after the Developer has filed an application for a building permit for a Project with the Building and Planning Department. The application must be in writing and in a form as may be specified by the District from time to time, but in no event will an application include less than a detailed description of the Project and be accompanied by one hard copy of the building permit application, with all attachments, filed by the Developer with the Building and Planning Department.

As a condition of granting its preliminary approval for a Project, the District may demand that changes be made to the Project plans. Such changes may be based on any and all Regulatory Requirements, and additionally may be based on the District's judgement about what may be necessary to adequately protect the Streets and/or mitigate potential safety risks on or near any Street that might be caused by the Project.

In addition to communicating its demands for plan changes, if any, directly to the Developer, the District may communicate them directly to the Building and Planning Department with respect to the Building and Planning Department's work on the Project.

## Final Approval

The Developer shall give written notice to the District promptly upon the Project being ready for final inspection by the Building and Planning Department.

Within twenty (20) working days after receipt of such notice, the District will inspect the Project site to determine whether the Project as completed complies with all applicable Regulatory Requirements that may have a potential impact on the Streets and whether the District's demands for changes to the Project plans, as noted above, if any, have been satisfied. If so, the District will give notice of the District's final approval for the Project to either or both the Developer and the Building and Planning Department.

If the District determines that the Project as completed does not comply with any and all applicable Regulatory Requirements that may have a potential impact on the Streets and/or does not comply with the District's demanded plan changes, then the District will give notice of its determination to the either or both the Developer and the Building and Planning Department.

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2	Thereafter, the	Developer shall bring the Project into assure 1
3	the District, wh	Developer shall bring the Project into compliance and give notice of this fact to o will again inspect the Project, and so forth until the District is satisfied that it's
4	demands have l	been met, whereupon the District will give notice of its final approval of the
5	Project to eithe	or both the Developer and the Building and Planning Department.
6	ū	between the building and rianning Department.
7	The Developer	shall give reasonable access to the building site to the District to allow for all
8	such inspection	s.
9	_	
10	Communicati	on between the District and the Developer
11	-	20,010,001
12	The District ma	y communicate directly with the Developer, or at the Developer's option, the
13	District may co	mmunicate with any designated agent, such as Developer's contractor, architect,
14	or civil enginee	f. If this is to be the case, then the Developer shall give written notice thereof to
15	the District incl	uding the designated agent's complete contact information. Further if the
16	Developer design	mates such an agent, all communications with such agent shall be binding on the
17	Developer as if	it had been done directly with the Developer.
18		
19	District's Dis	<u>cretion</u>
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20		
21	The District's d	terminations as provided herein will in all circumstances be in the District sole