

1  
2  
3 Independence Ranch Community Services District  
4 Construction Project Guide  
5 November 9, 2023  
6  
7

8 Foreword  
9

10 By resolution of the Board of Directors of the Independence Ranch Community Services District  
11 dated November 9, 2023, certain requirements have been adopted with respect to certain  
12 development projects undertaken within its geographic jurisdiction. This is a guide to these  
13 requirements; however, in the event of any discrepancy between the board of director's  
14 resolution and this guide, the board of director's resolution shall control over this guide.  
15

16 The board of director's resolution has three purposes. First, it establishes a fee payable to the  
17 Independence Ranch Community Services District for most construction projects undertaken  
18 within the District. Second, it establishes a right on the part of the Independence Ranch  
19 Community Services District to review certain construction projects to ensure that the streets and  
20 related works within the jurisdiction of the Independence Ranch Community services District are  
21 not damaged either during the process of construction or by the completed project. Third, it  
22 clarifies that the Independence Ranch Community Services District may demand that changes be  
23 made in the plans for certain construction projects such that the streets and related works are not  
24 damaged either during the construction process or by the completed project.  
25

26 Definitions  
27

28 The following words shall have the following meanings for purposes of this document:  
29

30 The words "Building and Planning Department" mean the San Luis Obispo County Building and  
31 Planning Department.  
32

33 The words "Construction Traffic Fee" mean the fee payable by a Developer to the District as  
34 described below.  
35

36 The word "Developer" means any person or entity that owns any parcel of land located within  
37 the jurisdiction of the District and on which any type of construction project is or is sought to be  
38 undertaken.  
39

40 The word "District" means the Independent Ranch Community Services District.



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

#### 4 5 Preliminary Approval

6  
7 A Developer must file an application with the District for preliminary approval for every Project  
8 to be undertaken within the District and for which the District has not granted a waiver.

9  
10 An application for preliminary approval must be filed with the District no later than thirty (30)  
11 working days after the Developer has filed an application for a building permit for a Project with  
12 the Building and Planning Department. The application must be in writing and in a form as may  
13 be specified by the District from time to time, but in no event will an application include less  
14 than a detailed description of the Project and be accompanied by one hard copy of the building  
15 permit application, with all attachments, filed by the Developer with the Building and Planning  
16 Department.

17  
18 As a condition of granting its preliminary approval for a Project, the District may demand that  
19 changes be made to the Project plans. Such changes may be based on any and all Regulatory  
20 Requirements, and additionally may be based on the District's judgement about what may be  
21 necessary to adequately protect the Streets and/or mitigate potential safety risks on or near any  
22 Street that might be caused by the Project.

23  
24 In addition to communicating its demands for plan changes, if any, directly to the Developer, the  
25 District may communicate them directly to the Building and Planning Department with respect  
26 to the Building and Planning Department's work on the Project.

#### 27 28 Final Approval

29  
30 The Developer shall give written notice to the District promptly upon the Project being ready for  
31 final inspection by the Building and Planning Department.

32  
33 Within twenty (20) working days after receipt of such notice, the District will inspect the Project  
34 site to determine whether the Project as completed complies with all applicable Regulatory  
35 Requirements that may have a potential impact on the Streets and whether the District's demands  
36 for changes to the Project plans, as noted above, if any, have been satisfied. If so, the District will  
37 give notice of the District's final approval for the Project to either or both the Developer and the  
38 Building and Planning Department.

39  
40 If the District determines that the Project as completed does not comply with any and all  
41 applicable Regulatory Requirements that may have a potential impact on the Streets and/or does  
42 not comply with the District's demanded plan changes, then the District will give notice of its  
43 determination to the either or both the Developer and the Building and Planning Department.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22

Thereafter, the Developer shall bring the Project into compliance and give notice of this fact to the District, who will again inspect the Project, and so forth until the District is satisfied that it's demands have been met, whereupon the District will give notice of its final approval of the Project to either or both the Developer and the Building and Planning Department.

The Developer shall give reasonable access to the building site to the District to allow for all such inspections.

Communication between the District and the Developer

The District may communicate directly with the Developer, or at the Developer's option, the District may communicate with any designated agent, such as Developer's contractor, architect, or civil engineer. If this is to be the case, then the Developer shall give written notice thereof to the District including the designated agent's complete contact information. Further, if the Developer designates such an agent, all communications with such agent shall be binding on the Developer as if it had been done directly with the Developer.

District's Discretion

The District's determinations as provided herein will in all circumstances be in the District sole discretion.