

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

MEMORANDUM

TO: Board of Directors

FROM: Scott Duffield, General Manager

DATE: April 20, 2023

SUBJECT: Hearing to consider protests to proposed water and sewer service rate increases and, if no majority protest exists, recommendation is to approve a resolution adopting adjusted water and sewer service rates effective June 1, 2023.

Recommendation

It is recommended that the Board of Directors:

- 1) Hold a hearing to consider protests to the proposed increases in water and sewer service rates, and upon conclusion of the hearing, determine whether there is a majority protest.
- 2) If a majority protest is not received, approve new water and sewer service rates effective June 1, 2023, by adoption of Resolution 23-02.

Background

At the February 16, 2023 Board of Directors meeting, your Board received and approved the Report on Water and Wastewater Rate Study dated February 16, 2023 (Rate Study) from the District's consultant, Tuckfield & Associates, and directed staff to proceed with the public notification and hearing process for adoption of new water and sewer service rates at today's meeting. The Rate Study analyzed and provided the District's financial plans for the water and sewer funds and proposed rate increases over a five year period. The District mailed notices of the proposed water and sewer service rate increases on March 1, 2023 to all parcel owners and customers of record that receive water and sewer services from the District.

Discussion

Attached for your Board's consideration is a resolution adopting adjusted water and sewer service rates effective June 1, 2023, as presented in the approved Rate Study. The adjustments include increases in the fixed water charges, volume water charges, and fixed sewer charges. All of the rates are proposed to gradually phase in over five years with the first increases effective June 1, 2023.

If a majority protest on the proposed water and/or sewer service rate increases is not received, staff recommends approval of the attached Resolution 23-02 per Government Code §61115 establishing water and sewer service rates.

Only one protest per parcel is allowed. The number of parcels served by the District on the date of the public hearing is used to determine whether a majority protest exists. To achieve a majority protest, 50% + 1 of the parcels served is required. A report on the number of parcels served will be given at the time of the public hearing.

Compliance with Procedural Requirements:

- The District mailed notices of the proposed water and sewer service rate increases to record owners of identified parcels upon which the water and sewer service rate increases will be imposed if adopted.
- The District mailed notices of the proposed water and sewer service rate increases to property owners and tenants to the addresses which the water service billing statements are customarily mailed.
- The notices were mailed at least 45 days prior to the public hearing to determine whether a majority protest exists against the proposed rates.
- The notices included the amount of the proposed increases.
- The notices included the basis upon which the proposed rates are calculated.
- The notices included the reasons for the proposed rate increases.
- The notices included the date, time and location of this public hearing to consider protests against the proposed rates.

Compliance with Substantive Requirements:

- The proposed rates do not exceed the funds required to provide service.
- The proposed rates will not be used for any purpose other than that for which the rates are being imposed.
- The rates do not exceed the proportional cost of service attributable to the property.
- The rates will not be imposed unless the service is actually used by, or immediately available to, the owner of the property.

- The rates will not be used for general governmental services where the service is available to the public in substantially the same manner as it is to property owners.

Conclusion

Considering protests to the proposed increases in water and sewer service rates, and ensuring compliance with the procedural and substantive requirements of Proposition 218, are important to demonstrate that the District is acting in an open and transparent manner and promoting a well governed community. Approval of the recommended actions are necessary for the District to continue to provide safe and reliable water and sewer services to the residents of Heritage Ranch and promote the financial stability of the District.

Attachments: Resolution 23-02

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 23-02**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HERITAGE RANCH
COMMUNITY SERVICES DISTRICT ADOPTING ADJUSTED WATER AND SEWER
SERVICE RATES EFFECTIVE JUNE 1, 2023**

The following resolution is hereby offered and read:

WHEREAS, Government Code Section §61115 provides that the Heritage Ranch Community Services District, hereinafter referred to as the "District", may establish, revise and collect rates and other charges for the services and facilities furnished by it; and

WHEREAS, the District Board of Directors reviewed data during a rate increase workshop on September 29, 2022, and reviewed drafts of the rate increase reports on November 17, 2022, December 15, 2022, and January 19, 2023; and

WHEREAS, the District Board of Directors reviewed and approved a Report on Water and Wastewater Rate Study prepared by Tuckfield & Associates dated February 16, 2023 (2023 Rate Study) on February 16, 2023 providing a five year financial plan that indicates the projected costs to provide water and sewer services is more than the current rates charged, recommending increases to water and sewer rates phased-in over five years, and provided opportunities for public testimony and input on this analysis and associated recommendations; and

WHEREAS, the rates imposed by this resolution cover no more than the cost that the District incurs to provide water and sewer services as detailed in the 2023 Rate Study; and

WHEREAS, official notice of the proposed water and sewer rate increases was mailed to each customer, including all property owners of record and tenant customers, on March 1, 2023; and

WHEREAS, the public hearing, noticed in the manner and time required by law, was conducted by the District Board of Directors on April 20, 2023 at which time all interested persons were afforded an opportunity to be heard on matters pertaining to the revision of water and sewer service rates and submit written protests; and

WHEREAS, the total parcels provided water service by the District is 1,936 and to achieve a majority protest, 50% + 1 of the parcels served water service is required, or 969; and

WHEREAS, the total parcels provided sewer service by the District is 1,776 and to achieve a majority protest, 50% + 1 of the parcels served sewer service is required, or 889; and

WHEREAS, at the conclusion of the public hearing on April 20, 2023 the Board found that majority protests did not exist; and

WHEREAS, the approval of this resolution is categorically exempt from CEQA pursuant to Public Resources Code Section 21080(b)(8) (rates or charges not designed to increase services or expand a system) as demonstrated by the cost justification for the new water and sewer rates as detailed in the 2023 Rate Study.

Procedural Requirements:

- **Finding:** The District mailed notices of the proposed water and sewer rates to record owners of identified parcels upon which the water and sewer rates will be imposed if adopted.
- **Finding:** The District mailed notices of the proposed water and sewer rates to property owners and tenants to the addresses which the water service billing statements are customarily mailed.
- **Finding:** The notices were mailed at least 45 days prior to the public hearing to determine whether a majority protest exists against the proposed water and sewer rates.
- **Finding:** The notices included the amount of the proposed water and sewer rate increases. Attached as (Exhibit “A”) is the mailed notices that include the amounts of the proposed water and sewer rates.
- **Finding:** The notices (Exhibit “A”) included the reasons for the increases.
- **Finding:** The notices (Exhibit “A”) included the date, time and location of this public hearing to consider protests against the proposed rates.

Substantive Requirements:

- **Finding:** The rates and charges do not exceed the funds required to provide service. The evidence establishing that the rates and charges do not exceed the funds required to provide service include, but are not limited to, the following:
 - i. Report on Water and Wastewater Rate Study prepared by Tuckfield & Associates dated February 16, 2023 (2023 Rate Study).
 - ii. Actual costs incurred for the water and sewer service provided to District customers.
 - iii. The District’s actual water and sewer consumption and conservation data.
 - iv. Additional documentation and information considered by the Board of Directors during prior District meetings, which is a matter of public record.
- **Finding:** The proposed water and sewer rates will not be used for any purpose other than that for which the rates and charges are being imposed.

- **Finding:** The proposed water and sewer rates do not exceed the proportional cost of service attributable to the property and the rates will not be imposed unless the service is actually used by, or immediately available to, the owner of the property.
- **Finding:** The proposed water and sewer rates will not be used for general governmental services.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Directors of the Heritage Ranch Community Services District that:

1. The Board of Directors finds that it has complied with all procedural and substantive requirements including but not limited to Article XIID of the California Constitution and the Proposition 218 Omnibus Implementation Act.
2. The Board of Directors adopts the adjusted water and sewer rates as provided in Exhibit “A”, effective June 1, 2023; and
3. The Board of Directors amends Chapter 3 Section 3.900 (A) and (B) of the Rate and Fee Schedule for Heritage Ranch Community Services District replacing it with the water and sewer rates provided in Exhibit “A”, effective June 1, 2023; and
4. District staff is directed to retain the written protest statements in District records for the statutory period of two years and destroy them at the end of that time period, on or after April 20, 2025.

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Heritage Ranch Community Services District on the 20th day of April 2023, by the following roll call vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

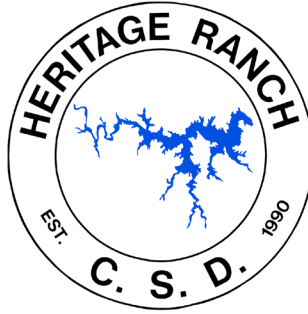
APPROVED: _____

**Bill Barker Jr., President
Board of Directors**

ATTEST: _____

**Kristen Gelos, Secretary
Board of Directors**

Exhibit A



Notice of Proposed Water and Sewer Rate Increases

March 1, 2023

Dear Property Owner:

This notice is intended to inform you that the Heritage Ranch Community Services District (HRCSD) will hold a public hearing regarding proposed increases to utility charges for customers receiving HRCSD water and/or sewer services. The proposed water and sewer rate increases will be considered by the HRCSD Board of Directors at the date, time and location specified below.

Consistent with the requirements of Proposition 218, this notice also provides you with the following information:

- The amount of the proposed increases to water and sewer rates;
- The basis upon which the amount of the proposed increases to water and sewer rates was calculated; and
- How to protest the proposed increases to water and/or sewer rates.

Notice of Public Hearing

Public Hearing for the proposed increases to water and sewer rates will be held on:

Date: Thursday, April 20, 2023

Time: 4:00 p.m.

Place: 4870 Heritage Road, Heritage Ranch, California, 93446

This notice has been sent to all record owners of property that are responsible for payment of HRCSD water and/or sewer rates. If adopted by the HRCSD Board of Directors, the proposed increases to water and sewer rates would become effective June 1, 2023, and first appear on bills issued on July 1, 2023.

Questions

Please review this notice and the HRCSD website at www.heritageranchcsd.ca.gov for more information on the Rate Study. Additional information may also be obtained by contacting the HRCSD at (805) 227-6230.

Exhibit A

Proposed Water and Sewer Rate Increases

Increases to the monthly base rate and per unit rate for water, and the base rate for sewer are proposed for all customer classifications as presented in this notice. Water rates have two components: a fixed rate and a volume rate. The fixed rate is per meter size. The volume rate is uniform for all meter sizes and classifications. Sewer rates are fixed rates established on an "Equivalent Dwelling Unit" (EDU) basis that uses metered water consumption as representative of sewer flow. One EDU is defined as the average water consumption of a sewer residential dwelling unit.

Proposed Water Fixed and Variable Charges

	Current Rate	June 1, FY 22-23	January 1, FY 23-24	January 1, FY 24-25	January 1, FY 25-26	January 1, FY 26-27
<u>Meter Size</u>		<u>Fixed Charge (\$ per month)</u>				
5/8" and 3/4"	\$27.24	\$31.07	\$35.53	\$40.61	\$46.42	\$53.05
1"	\$37.14	\$43.27	\$49.37	\$56.45	\$64.54	\$73.77
1.5"	\$60.85	\$72.50	\$82.56	\$94.41	\$107.97	\$123.44
2"	\$91.16	\$109.80	\$124.91	\$142.86	\$163.39	\$186.82
3"	\$187.53	\$227.69	\$258.93	\$296.16	\$338.70	\$387.30
<u>Fireline Size</u>		<u>Fixed Charge (\$ per month)</u>				
2.5"	\$6.79	\$5.23	\$6.10	\$6.98	\$7.98	\$9.13
3"	\$10.97	\$8.45	\$9.85	\$11.27	\$12.90	\$14.75
4"	\$23.37	\$18.00	\$21.00	\$24.01	\$27.48	\$31.43
6"	\$67.88	\$52.30	\$60.99	\$69.75	\$79.82	\$91.29
8"	\$144.66	\$111.45	\$129.98	\$148.63	\$170.11	\$194.53
Classification	Current Rate	June 1, FY 22-23	January 1, FY 23-24	January 1, FY 24-25	January 1, FY 25-26	January 1, FY 26-27
<u>Variable Charge (\$ per HCF)</u>						
All Consumption	\$3.56	\$4.07	\$4.65	\$5.31	\$6.07	\$6.94

Proposed Wastewater Monthly Fixed Charges

Description	EDU Ratio	Current Charge	June 1, FY 22-23	January 1, FY 23-24	January 1, FY 24-25	January 1, FY 25-26	January 1, FY 26-27
Residential/Condo	1.00	\$35.75	\$42.50	\$51.64	\$62.75	\$76.24	\$92.63
RV Space	0.80	\$28.60	\$34.00	\$41.31	\$50.20	\$60.99	\$74.10
Commercial	2.90	\$35.75	\$123.25	\$149.76	\$181.98	\$221.10	\$268.63
Restrooms	2.30	\$75.86	\$97.75	\$118.77	\$144.33	\$175.35	\$213.05
Dump Station	12.50	\$301.92	\$531.25	\$645.50	\$784.38	\$953.00	\$1,157.88
Holiday Condo	30.00	\$1,072.50	\$1,275.00	\$1,549.20	\$1,882.50	\$2,287.20	\$2,778.90

Exhibit A

Sample Residential Monthly Water/Sewer Service Bill

The HRCSD currently bills service for a one-month period (monthly). The sample below includes the monthly fixed water rate, volume water rate, and fixed sewer rate for a single-family home and is based on a $\frac{5}{8}$ x $\frac{3}{4}$ inch water meter using 8 units of water (5,984 gallons), which is the average water use at Heritage Ranch. The rates are proposed to gradually phase in over five years.

The sample below includes the monthly fixed water rate, volume water rate, and fixed sewer rate for a single-family home.

If you have a $\frac{5}{8}$ x $\frac{3}{4}$ inch water meter using 8 units of water (5,984 gal):

Current Rates			Proposed Rates – June 1, 2023		
Water	Fixed	\$27.24	Water	Fixed	\$31.07
Water	Volume	28.48	Water	Volume	32.56
Sewer	Fixed	35.75	Sewer	Fixed	42.50
		Total			Total
		\$91.47			\$106.13

Basis and Reasons for the Proposed Water and Sewer Rate Increases

The proposed increases to water and sewer rates are necessary for the HRCSD to continue to provide safe and reliable water and sewer services to the residents of Heritage Ranch and are due in part to increased operation and maintenance of aging water and sewer distribution, collection, and treatment facilities. Several factors contribute to increasing operation and maintenance costs including, rehabilitation, replacement, and upgrades of water and sewer infrastructure and facilities, adequate revenues to cover operational expenditures, including the rising cost of electricity, chemicals, materials, and supplies necessary to operate water and sewer facilities, increased costs associated with pumps, generators, and motors, and increased vendor and labor costs. As has been seen in the current economy, inflation is high, and costs have increased significantly.

Capital improvements to water and sewer infrastructure is also a key factor in the proposed rate increases. Between 2018 and 2022 the HRCSD invested in its water and sewer infrastructure including design and construction of a new raw water vertical intake structure, replacement of valve actuators at the Water Treatment Plant, installation of water tank mixing equipment, maintenance and improvements to two sewer lift stations, design and construction of solar energy generating systems at both the Water Treatment Plant and the Sewer Treatment Plant sites, and engineering and design of major improvements required at the Sewer Treatment Plant. The total dollars spent on capital and major maintenance projects since 2018 is approximately \$3.134 million. This busy period of projects was funded by the last rate increases that occurred in 2018-2022.

The HRCSD Board of Directors adopted a new five-year Capital Improvement Program to guide projects through 2027. Some of those projects are a second raw water vertical intake structure, upgrade of the water system Supervisory Control and Data Acquisition System (SCADA), development and implementation of a project(s) to address disinfection byproducts, renovation of another two sewer lift stations, and upgrade of the sewer system SCADA. The five-year Capital Improvement Program also includes construction of major improvements to the Sewer Treatment Plant; however, the scope and costs of that project are still being determined and are therefore not included in the proposed sewer rates.

In addition, the water and sewer systems have and will continue to experience increased costs associated with meeting more stringent State and Federal regulations, which is currently the primary driving factor for the major improvements to the Sewer Treatment Plant. The basis and reasons for the increases to water and sewer rates are more specifically detailed in the Report on Water and Wastewater Rate Study dated February 2023 prepared for the HRCSD by Tuckfield & Associates. The Rate Study describes the methodology for determining the proposed rates, which is based on an operating flow of funds analysis and preparation of a five-year pro forma financial plan.

Exhibit A

Written Protest

Pursuant to Proposition 218, you may express written support or opposition to any or all of the proposed increases to water and/or sewer rates prior to the close of the public hearing referenced above. A written protest must contain:

1. A statement that it is a protest against the proposed rate or rates which are the subject of the hearing; and
2. Name of the record owner; and
3. Identity of the affected parcel by the Assessor's Parcel Number (APN) or service address; and
4. Original signature of the record owner with respect to the identified parcel.

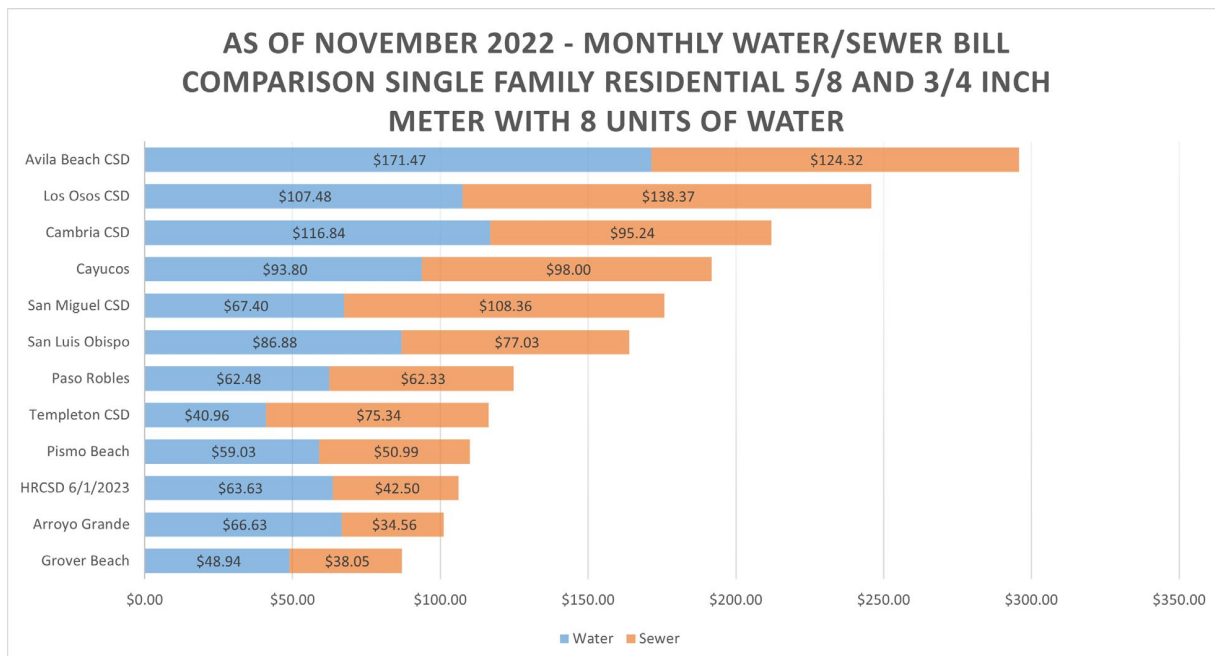
Written protest must be submitted to the District Secretary by the date of the hearing at 4:00 PM by:

1. Mail or delivery to the Heritage Ranch Community Services District Office at 4870 Heritage Road, Paso Robles, CA 93446.
2. Personally submitting the protest at the public hearing.

A protest may only be submitted by the record owner who signed the protest, or an individual authorized in writing by the record owner to submit the protest. That written authorization shall be provided to the District Secretary so the protest can be accepted from someone other than the person who signed it. Any challenges to the Proposed Water and Sewer Rate Increases must be filed as validation suits within 120 days in compliance with SB 323, which added Section 53759 to the Government Code, and any other applicable laws.

Survey of Water / Sewer Rates of Other San Luis Obispo County Agencies.

A survey of water/sewer rates for single family residential with a 5/8 x 3/4 inch meter throughout San Luis Obispo County as of November 2022 is presented below. All agencies have different costs to produce the services, so rates vary. A key issue is that HRCSD is one of the few agencies that operates a surface water treatment plant. Many water purveyors use only groundwater. HRCSD is also one of the few smaller agencies that performs wastewater collection, treatment, and discharge, and water collection, treatment, and distribution. Many agencies that perform all these functions have large populations and can spread out costs to many customers. Other agencies, like HRCSD, serve small populations and thus costs must be borne by fewer customers. The survey rates are reported as monthly for comparison purposes and shows the proposed first year new rates for HRCSD. The survey reveals that the monthly median water/sewer combined rate with 8 units of water of the agencies is \$163.91. The HRCSD proposed monthly water/sewer combined rate with 8 units of water is \$106.13.





**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS REGULAR MEETING MINUTES**

March 16, 2023

1. 4:00 PM OPEN SESSION / CALL TO ORDER / FLAG SALUTE

Vice President Burgess called the meeting to order at 4:00 pm and led the flag salute.

2. ROLL CALL

Secretary Gelos called the roll.

Directors present: Dan Burgess, Michael Camou, Devin Capps, Masen Yaffee. Bill Barker arrived after Public Comment at 4:02pm.

Staff present: General Manager Scott Duffield, District Engineer Doug Groshart and District Counsel Josh George.

3. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA

CJ Rudolph and Sam Poppen spoke.

4. CONSENT ITEMS

a. Meeting Minutes: Receive/approve minutes of regular meeting of February 16, 2023.

b. Warrant Register: Receive/approve February 2023 warrants.

c. Treasurer's Report: Receive/file February 2023 Report.

d. Fiscal Report: Receive/file February 2023 status report.

e. Office Report: Receive/file February 2023 report.

f. Manager Report: Receive/file March 2023 report.

g. District Engineer Report: Receive/file March 2023 report.

h. Operations Manager Report: Receive/file March 2023 report.

There were no public comments.

Director Capps pulled items F, G, and H. Director Yaffee pulled item E.

Director Burgess made a motion to approve items A, B, C, and D as presented. Director Yaffee seconded the motion. The motion passed by the following voice vote:

Ayes: Barker, Burgess, Camou, Capps, Yaffee

Manager Duffield provided a brief summary of the Manager and Operations reports and answered any questions the board had.

Director Capps made a motion to approve items E, F, G and H as presented. Director Yaffee seconded the motion. The motion passed by the following voice vote:

Ayes: Barker, Burgess, Camou, Capps, Yaffee

5. BUSINESS ITEMS

a. Discussion and direction to Manager on the desired content and format of the Manager Report.

There were no public comments.

The Board directed the Manager to add a report regarding current water quality as a standing item to the monthly Managers Report.

b. Receive report from District Counsel regarding Director, Manager, Staff communications.

There were no public comments.

District Counsel, Josh George provided a brief discussion about best practice for Director, Manager and Staff communications with regards to the Brown Act and the current District Memorandum of Understanding between the District and the Employee's Association.

c. Submittal for approval Resolution 23-01 Initiating Proceedings and Establishing of Water and Sewer Standby Charges for Property within the District for Fiscal Year 2023/24.

There were no public comments.

Manager Duffield provided a brief summary of the item and answered any questions the board had.

Director Yaffee made a motion to approve Resolution 23-01 and to set the Public Hearing for May 18, 2023. Director Capps seconded the motion. The motion passed by the following roll call vote:

Ayes: Barker, Burgess, Camou, Capps, Yaffee

d. Receive report revisiting the original "Wastewater Treatment Plant Improvement Preliminary Engineering Memorandum, Rev. 1" by MKN, dated April 16, 2021, and provide direction to Staff for proceeding with the Water Resource Recovery Facility project.

There were no public comments.

Manager Duffield and District Engineer Groshart provided a brief summary of the item and answered any questions the board had.

The Board directed staff to return to the Board with a business item comparing Alternative 2 (in-pond extended aeration system) and Alternative 3b (packaged membrane bioreactor system) from the MKN report.

- e. Request to approve implementing the Equestrian Road and Waterview Drive pressure reducing valves project at an estimated cost of \$175,000 and authorize a corresponding budget adjustment from reserves.**

Manager Duffield and District Engineer Groshart provided a brief summary of the item and answered any questions the board had.

Public comment: Sam Poppen spoke.

Director Yaffee made a motion to approve implementing the Equestrian Road and Waterview Drive pressure reducing valves project and authorize a corresponding budget adjustment from reserves. Director Burgess seconded the motion. The motion passed by the following roll call vote:

Ayes: Barker, Burgess, Camou, Capps, Yaffee

6. ORAL INFORMATION REPORTS

There were no public or Director comments.

7. FUTURE AGENDA ITEMS

The determination by the majority of the Board was to add the following items to future agenda: Cost comparison of WRRF project alternatives.

8. ADJOURN TO CLOSED SESSION

There were no public comments.

The board adjourned at 6:50 pm to meet in closed session with Legal Counsel for anticipated litigation and Real Property Negotiations.

- a. Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to Government Code §54956.9(b): (1 potential case)**
- b. Conference for Real Property Negotiations pursuant to Government Code §54956.8. Property: APNs 012-191-068, 012-361-018, 012-361-004. Agency Negotiators: District Counsel, Josh George and General Manager, Scott Duffield.**

9. RECONVENE TO OPEN SESSION

The board reconvened to open session at 7:56 pm. District Counsel George reported that there were no reportable actions from closed session.

10. ADJOURNMENT

On a motion by Director Capps and seconded by Director Camou the meeting adjourned at 7:57 pm to the next scheduled special meeting on Thursday, April 20, 2023.

APPROVED:

Bill Barker, President
Board of Directors

ATTEST:

Kristen Gelos, Secretary
Board of Directors

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
WARRANT REGISTER
MARCH 2023**

DATE	NAME OF PAYEE	ITEM AMOUNT	WARRANT AMOUNT
3/1/2023	EMPLOYMENT DEVELOPMENT DEPARTMENT SDI	72.90	\$ 72.90
3/1/2023	GREAT WESTERN ALARM ALARM/ANSWERING SERVICE	343.32	\$ 343.32
3/1/2023	FERGUSON ENTERPRISES INC SUPPLIES MAINTENANCE FIXED EQUIPMENT	45.07 14.42	\$ 59.49
3/1/2023	AT&T TELEPHONE	85.06	\$ 85.06
3/1/2023	USA BLUEBOOK MAINTENANCE FIXED EQUIPMENT MAINTENANCE FIXED EQUIPMENT MAINTENANCE FIXED EQUIPMENT LAB TESTING LAB TESTING	50.03 188.27 37.69 142.64 293.18	\$ 711.81
3/1/2023	TYLER TECHNOLOGIES COMPUTER/SOFTWARE FGL ENVIRONMENTAL LAB TESTING	907.00 377.00	\$ 907.00 \$ 377.00
3/1/2023	SWRCB LICENSES & PERMITS	14,757.52	\$ 14,757.52
3/1/2023	COUNTY OF SAN LUIS OBISPO PROFESSIONAL SERVICES XCONNECT	344.10	\$ 344.10
3/1/2023	ROY ARNOLD CELL PHONE/INTERNET ALLOWANCE	80.00	\$ 80.00
3/1/2023	FLUID RESOURCE MANAGEMENT PROFESSIONAL SERVICES	1,090.00	\$ 1,090.00
3/1/2023	KRISTEN GELOS CELL PHONE/INTERNET ALLOWANCE MEDICAL REIMBURSEMENT	80.00 91.31	\$ 171.31
3/1/2023	WATER SYSTEMS CONSULTING, INC. WRRF PROJECT	32,276.01	\$ 32,276.01

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
WARRANT REGISTER
MARCH 2023**

DATE	NAME OF PAYEE	ITEM AMOUNT	WARRANT AMOUNT
3/1/2023	BURT INDUSTRIAL SUPPLY MAINTENANCE FIXED EQUIPMENT	(12.30)	
	MAINTENANCE FIXED EQUIPMENT	75.54	
	MAINTENANCE FIXED EQUIPMENT	3.28	
	MAINTENANCE FIXED EQUIPMENT	246.76	\$ 313.28
3/1/2023	SCOTT DUFFIELD CELL PHONE/INTERNET ALLOWANCE	80.00	\$ 80.00
3/1/2023	WESTERN EXTERMINATOR STRUCTURES & GROUNDS	102.15	
	STRUCTURES & GROUNDS	99.00	\$ 201.15
3/1/2023	MARK HUMPHREY CELL PHONE/INTERNET ALLOWANCE	80.00	\$ 80.00
3/1/2023	MID-STATE REPAIR SERVICE VEHICLES	746.98	
	VEHICLES	433.36	\$ 1,180.34
3/1/2023	BRIAN VOGEL CELL PHONE/INTERNET ALLOWANCE	80.00	\$ 80.00
3/1/2023	MIKE WILCOX CELL PHONE/INTERNET ALLOWANCE	80.00	\$ 80.00
3/1/2023	TROY SHOGREN CELL PHONE/INTERNET ALLOWANCE	80.00	\$ 80.00
3/1/2023	DOUGLAS GROSHART CELL PHONE/INTERNET ALLOWANCE	80.00	\$ 80.00
3/1/2023	SPEEDY COASTAL MESSENGER, INC. LAB TESTING	380.00	\$ 380.00
3/1/2023	HERC RENTALS INC. SMALL TOOLS & EQUIPMENT	386.06	\$ 386.06
3/1/2023	HARTLEY HALL CELL PHONE/INTERNET ALLOWANCE	80.00	\$ 80.00
3/1/2023	IN-SITU INC MAINTENANCE FIXED EQUIPMENT	1,908.89	\$ 1,908.89

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
WARRANT REGISTER
MARCH 2023**

DATE	NAME OF PAYEE	ITEM AMOUNT	WARRANT AMOUNT
3/1/2023	SPICE INTEGRATION WTP SCADA UPGRADE WTP SCADA UPGRADE	8,437.50 9,687.50	\$ 18,125.00
3/1/2023	FAMCON PIPE & SUPPLY, INC SUPPLIES	117.98	\$ 117.98
3/1/2023	BASURTO FARM LABOR CONTRACTING WTP FILTER RENO/STRUCT.GRND	1,948.80	\$ 1,948.80
3/1/2023	FRESNO PIPE & SUPPLY, INC GAC SYSTEM PROJECT	5,212.35	\$ 5,212.35
3/3/2023	CALPERS HEALTH BENEFITS EMPLOYEE PAID HEALTH BENEFIT EMPLOYEE PAID HEALTH BENEFIT	746.78 746.78	\$ 1,493.56
3/3/2023	CALPERS HEALTH BENEFITS CALPERS HEALTH BENEFITS	16,440.57	\$ 16,440.57
3/10/2023	PG&E ELECTRICITY	7,976.77	\$ 7,976.77
3/10/2023	R. ARNOLD NET PAYROLL	2,780.86	\$ 2,780.86
3/10/2023	M. HUMPHREY NET PAYROLL	2,227.89	\$ 2,227.89
3/10/2023	B. VOGEL NET PAYROLL	2,263.00	\$ 2,263.00
3/10/2023	T. SHOGREN NET PAYROLL	2,035.66	\$ 2,035.66
3/10/2023	H. HALL NET PAYROLL	1,947.72	\$ 1,947.72
3/10/2023	K. GELOS NET PAYROLL	2,567.56	\$ 2,567.56
3/10/2023	D. BURGESS NET PAYROLL	92.35	\$ 92.35

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
WARRANT REGISTER
MARCH 2023**

DATE	NAME OF PAYEE	ITEM AMOUNT	WARRANT AMOUNT
3/10/2023	B. BARKER NET PAYROLL	92.35	\$ 92.35
3/10/2023	S. DUFFIELD NET PAYROLL	3,210.82	\$ 3,210.82
3/10/2023	D. CAPPS NET PAYROLL	92.35	\$ 92.35
3/10/2023	M. WILCOX NET PAYROLL	2,122.98	\$ 2,122.98
3/10/2023	D. GROSHART NET PAYROLL	4,309.72	\$ 4,309.72
3/10/2023	M. CAMOU NET PAYROLL	92.35	\$ 92.35
3/10/2023	M. YAFFEE NET PAYROLL	92.35	\$ 92.35
3/10/2023	INTERNAL REVENUE SERVICE FEDERAL WITHHOLDING TAXES FICA WITHIHOLDING MEDICARE	2,784.76 62.00 1,021.86	\$ 3,868.62
3/10/2023	SDI STATE WITHHOLDING	312.62 1,175.92	\$ 1,488.54
3/10/2023	CALPERS RETIREMENT SYSTEM CALPERS UNIFORM ALLOWANCE PERS-IRC 457 CONTRIBUTIONS PERS RETIREMENT PERS RETIREMENT TIER 2 PERS RETIREMENT PEPRA PERS SERVICE CREDIT PURCHASE SURVIVOR BENEFIT	9.64 2,383.50 1,404.51 1,646.78 2,426.61 981.47 8.37	\$ 8,860.88
3/10/2023	J.B. DEWAR. INC. FUEL & OIL	482.58	\$ 482.58

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
WARRANT REGISTER
MARCH 2023**

DATE	NAME OF PAYEE	ITEM AMOUNT	WARRANT AMOUNT
3/14/2023	SAN MIGUEL GARBAGE DELINQUENT SOLID WASTE FEES	905.00	\$ 905.00
3/15/2023	PROCESS ENGINEERS, INC. GAC SYSTEM PROJECT	3,409.44	\$ 3,409.44
3/20/2023	HACH COMPANY PROFESSIONAL SERVICES	476.12	\$ 476.12
3/20/2023	USA BLUEBOOK MAINTENANCE FIXED EQUIPMENT LAB TESTING MAINTENANCE FIXED EQUIPMENT MAINTENANCE FIXED EQUIPMENT MAINTENANCE FIXED EQUIPMENT	(31.61) 389.94 1,306.44 304.64 133.60	\$ 2,103.01
3/20/2023	BRENNTAG PACIFIC, INC CHEMICALS	3,477.03	\$ 3,477.03
3/20/2023	PRECISION CONCRETE STRCT&GRNDS	1,161.56	\$ 1,161.56
3/20/2023	STAR DRUG TESTING, INC PROFESSIONAL SERVICES	90.00	\$ 90.00
3/20/2023	DELTA LIQUID ENERGY PROPANE	383.43	\$ 383.43
3/20/2023	ABALONE COAST ANALYTICAL, INC. LAB TESTING	3,138.00	\$ 3,138.00
3/20/2023	ALPHA ELECTRICAL SERVICE GAC SYSTEM PROJECT	11,459.00	\$ 11,459.00
3/20/2023	U.S. BANK CORPORATE PAYMENT SY COMPUTER/SOFTWARE-LOGMEIN	839.99	\$ 839.99
3/20/2023	TUCKFIELD & ASSOCIATES PROFESSIONAL SERVICES	1,527.38	\$ 1,527.38
3/20/2023	DATA PROSE LLC PROFESSIONAL SERVICES FEBRUARY BILLING	728.65 1,366.52	\$ 2,095.17

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
WARRANT REGISTER
MARCH 2023**

DATE	NAME OF PAYEE	ITEM AMOUNT	WARRANT AMOUNT
3/20/2023	CORE & MAIN LP SUPPLIES	107.25	
	MAINTENANCE FIXED EQUIPMENT	1,042.16	
	MAINTENANCE FIXED EQUIPMENT	112.62	\$ 1,262.03
3/20/2023	MID-COAST FIRE PROTECTION, INC PROFESSIONAL SERVICES	736.14	\$ 736.14
3/20/2023	RIVAL TECHNOLOGY INC. PROFESSIONAL SERVICES	909.36	
	COMPUTER/SOFTWARE	130.00	\$ 1,039.36
3/20/2023	MARK HUMPHREY UNIFORM ALLOWANCE	321.84	\$ 321.84
3/20/2023	SPEEDY COASTAL MESSENGER, INC. LAB TESTING	380.00	\$ 380.00
3/20/2023	SPIICE INTEGRATION PRO.SVC/SCADA/FIXED EQUIP.	14,563.85	\$ 14,563.85
3/20/2023	IN-SITU INC MAINTENANCE FIXED EQUIPMENT	276.95	\$ 276.95
3/20/2023	HANK'S WELDING SERVICE, INC. MAINTENANCE FIXED EQUIPMENT	500.00	\$ 500.00
3/20/2023	EVOQUA WATER TECHNOLOGIES LLC GAC SYSTEM PROJECT	14,677.20	\$ 14,677.20
3/23/2023	PG&E ELECTRICITY	4,516.48	\$ 4,516.48
3/23/2023	FIRSTNET INTERNET	40.24	\$ 40.24
3/24/2023	R. ARNOLD NET PAYROLL	2,612.60	\$ 2,612.60
3/24/2023	M. HUMPHREY NET PAYROLL	2,130.68	\$ 2,130.68

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
WARRANT REGISTER
MARCH 2023**

DATE	NAME OF PAYEE	ITEM AMOUNT	WARRANT AMOUNT
3/24/2023	B. VOGEL NET PAYROLL	2,557.28	\$ 2,557.28
3/24/2023	T. SHOGREN NET PAYROLL	1,983.65	\$ 1,983.65
3/24/2023	H. HALL NET PAYROLL	1,778.64	\$ 1,778.64
3/24/2023	K. GELOS NET PAYROLL	2,567.56	\$ 2,567.56
3/24/2023	S. DUFFIELD NET PAYROLL	3,047.26	\$ 3,047.26
3/24/2023	M. WILCOX NET PAYROLL	2,122.98	\$ 2,122.98
3/24/2023	D. GROSHART NET PAYROLL	4,309.72	\$ 4,309.72
3/24/2023	INTERNAL REVENUE SERVICE FEDERAL WITHHOLDING TAXES MEDICARE	2,663.19 991.32	\$ 3,654.51
3/24/2023	EMPLOYMENT DEVELOPMENT DEPARTMENT SDI STATE WITHHOLDING	307.65 1,112.71	\$ 1,420.36
3/24/2023	CALPERS RETIREMENT SYSTEM PERS-IRC 457 CONTRIBUTIONS PERS RETIREMENT PERS RETIREMENT TIER 2 PERS RETIREMENT PEPRA PERS SERVICE CREDIT PURCHASE SURVIVOR BENEFIT	2,383.50 1,404.52 1,646.78 2,426.61 981.47 8.37	\$ 8,851.25
3/24/2023	GRAINGER SUPPLIES	312.24	\$ 312.24
3/24/2023	BESTBUY COMPUTER/SOFTWARE	2,776.34	\$ 2,776.34

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
WARRANT REGISTER
MARCH 2023**

DATE	NAME OF PAYEE	ITEM AMOUNT	WARRANT AMOUNT
3/24/2023	THE UPS STORE POSTAGE POSTAGE	378.95 41.92	\$ 420.87
3/24/2023	OWL LABS COMPUTER/SOFTWARE	2,117.11	\$ 2,117.11
3/24/2023	CARY COMPANY SM TOOLS & EQUIP	153.78	\$ 153.78
3/24/2023	MICHAELS BOD TRAINING/TRAVEL	21.74	\$ 21.74
3/24/2023	LOWE'S MAINTENANCE FIXED EQUIPMENT SMALL TOOLS & EQUIPMENT MAINTENANCE FIXED EQUIPMENT	20.18 19.55 21.66	\$ 61.39
3/24/2023	RING CENTRAL TELEPHONE	217.47	\$ 217.47
3/24/2023	AMAZON WTP FILTER RENOVATION PROJECT	115.68	\$ 115.68
3/24/2023	HARBOR FREIGHT SMALL TOOLS & EQUIPMENT	389.20	\$ 389.20
3/24/2023	WALMART COMPUTER/SOFTWARE	64.34	\$ 64.34
3/25/2023	J.B. DEWAR. INC. FUEL & OIL	1,032.81	\$ 1,032.81
3/27/2023	CALPERS RETIREMENT SYSTEM CALPERS UNFUNDED LIABILITY	8,996.83	\$ 8,996.83
GRAND TOTAL ALL WARRANTS			\$ 269,244.36

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
TREASURER'S REPORT
MARCH 2023**

SUMMARY REPORT OF ALL ACCOUNTS

Beginning Balance:	\$ 4,783,750.66
Ending Balance:	\$ 4,587,544.98
Variance:	\$ (196,205.68)
Interest Earnings for the Month Reported:	\$ 564.20
Interest Earnings Fiscal Year-to-Date:	\$ 50,614.70

ANALYSIS OF REVENUES

Total operating income for water and sewer was:	\$ 155,478.98
Non-operating income was:	\$ 23,355.34
Franchise fees paid to the District by San Miguel Garbage was:	\$ 7,883.08
Interest earnings for the LAIF account was:	\$ -
Interest earnings for the Five Star Bank checking account was:	\$ 8.03
Interest earnings for the Five Star Bank DWR Loan Services account was:	\$ 55.53
Interest earnings for the Five Star Bank DWR Reserve account was:	\$ 253.03
Interest earnings for the Mechanics Bank money market account was:	\$ 0.07

ANALYSIS OF EXPENSES

Five Star Bank checking account total warrants, fees, and Electronic Fund Transfers was:	\$ (347,034.56)
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STATEMENT OF COMPLIANCE

This report was prepared in accordance with the Heritage Ranch Community Services District Statement of Investment Policy. All investment activity was within policy limits. There are sufficient funds to meet the next 30 days obligations. Attached is a status report of all accounts and related bank statements.

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
STATUS REPORT FOR ALL ACCOUNTS
MARCH 2023**

BEGINNING BALANCE ALL ACCOUNTS		\$4,783,750.66
<hr/>		
OPERATING CASH IN DRAWER		\$ 300.00
<hr/>		
FIVE STAR BANK DWR LOAN REPAYMENT (1994-2029):		
BEGINNING BALANCE 2/28/2022	52,258.48	
QUARTERLY DEPOSIT	-	
INTEREST EARNED	55.53	
SEMI-ANNUAL PAYMENT	(51,814.22)	
ENDING BALANCE 3/31/2022		\$ 499.79
<hr/>		
FIVE STAR BANK DWR RESERVE ACCOUNT		
BEGINNING BALANCE 2/28/2022	114,823.61	
INTEREST EARNED	253.03	
ENDING BALANCE 3/31/2022		\$ 115,076.64
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FIVE STAR BANK SDWSRF LOAN SERVICES ACCOUNT		
BEGINNING BALANCE 2/28/2022	15,106.31	
QUARTERLY DEPOSIT	-	
INTEREST EARNED	33.29	
SEMI-ANNUAL PAYMENT	-	
ENDING BALANCE 3/31/2022		\$ 15,139.60
<hr/>		
FIVE STAR BANK SDWSRF RESERVE ACCOUNT		
BEGINNING BALANCE 2/28/2022	59,419.92	
INTEREST EARNED	130.94	
REVENUE TRANSFER	-	
ENDING BALANCE 3/31/2022		\$ 59,550.86
<hr/>		
MECHANICS BANK MONEY MARKET ACCOUNT		
BEGINNING BALANCE 2/28/2022	4,289.07	
DEPOSIT REVENUE - CASH	300.00	
INTEREST EARNED	0.07	
ENDING BALANCE 3/31/2022		\$ 4,589.14
<hr/>		
FIVE STAR BANK - MONEY MARKET		
BEGINNING BALANCE 2/28/2022	117,809.22	
INTEREST EARNED	83.31	
REVENUE TRANSFER <i>To Five Star Checking</i>	(80,000.00)	
ENDING BALANCE 3/31/2022		\$ 37,892.53
<hr/>		

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
STATUS REPORT FOR ALL ACCOUNTS
MARCH 2023**

FIVE STAR BANK - CHECKING		
BEGINNING BALANCE 2/28/2022	41,147.97	
DEPOSIT REVENUE & MISCELLANEOUS INCOME	201,778.90	
INTEREST EARNED	8.03	
TOTAL CHECKS, FEES AND EFT'S	(347,034.56)	
REVENUE TRANSFER <i>From Five Star Money Market</i>	80,000.00	
REVENUE TRANSFER <i>From LAIF</i>	80,000.00	
ENDING BALANCE 3/31/2022		\$ 55,900.34

LOCAL AGENCY INVESTMENT FUND (LAIF)		
BEGINNING BALANCE 2/28/2022	4,378,596.08	
INTEREST EARNED	-	
REVENUE TRANSFER <i>To Five Star Checking</i>	(80,000.00)	
ENDING BALANCE 3/31/2022		\$4,298,596.08

ENDING BALANCE ALL ACCOUNTS		\$4,587,544.98
DIFFERENCE FROM LAST MONTH	Decrease	\$ (196,205.68)

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
QUARTERLY TREASURER'S
REPORT FOR THE PERIOD OF
JANUARY 1, 2023 – MARCH 31, 2023**

SUMMARY REPORT OF ALL ACCOUNTS

Beginning Balance	\$	4,757,511.31
Ending Balance	\$	4,587,544.98
Variance	\$	(169,966.33)
Interest Earnings	\$	25,118.34

STATEMENT OF COMPLIANCE

This report was prepared in accordance with the HRCSD Statement of Investment Policy. All investment activity was within policy limits. There are sufficient funds to meet the next 180 days' obligations. Attached is a status report of all accounts and related bank statements. For more information contact the District Office.

ACCOUNT PROFILE INFORMATION

1. Operating cash in cash drawer: Maintained to make change for cash transactions.
2. Five Star Bank DWR Loan Repayments: Quarterly deposits are made into the account. Semi-annual payments are made from the account by the bank, which functions as our fiscal agent, to DWR for repayment of a \$2 million loan to partially finance our water treatment plant and water pumping facilities. The interest earnings rate at the end of the quarter was 2.59%. Statements are received on a monthly basis.
3. Five Star Bank DWR Reserve: The purpose of the Reserve Account was to build up over ten years an amount equal to debt service for one year, a DWR requirement. The interest earnings rate at the end of the quarter was 2.63%. Statements are received on a monthly basis.
4. Five Star Bank SDWSRF (Safe Drinking Water State Revolving Fund) Loan Repayments: Quarterly deposits are made into the account. Semi-annual payments are made from the account by the bank, which functions as our fiscal agent, to SDWSRF for repayment of a \$714,000 loan to finance upgrades at the water treatment plant. The fund will provide for a twenty (20) year repayment period at a 1.7875 percent interest rate. The interest earnings rate at the end of the quarter was 2.63%. Statements are received on a monthly basis.
5. Five Star Bank SDWSRF Reserve: The purpose of the Reserve Account was to build up over ten years an amount equal to debt service for one year, a SDWSRF requirement. The interest earnings rate at the end of the quarter was 2.63%. Statements are received on a monthly basis.

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
 QUARTERLY TREASURER'S
 REPORT FOR THE PERIOD OF
 JANUARY 1, 2023 – MARCH 31, 2023**

6. Mechanics Bank Money Market: This account handles all cash transactions as Five Star Bank does not have a local branch. Any amount above the minimum required by the bank will be transferred to Five Star bank checking account. The interest earnings rate at the end of the quarter was 0.02%. Statements are received on a monthly basis.

7. Five Star Bank Money Market: The interest earnings rate at the end of the quarter was 2.63%. Statements are received on a monthly basis. The purpose of this account is to facilitate cashflows and maximize interest within our Five Star Bank accounts.

8. Five Star Bank Checking: Variable interest-bearing checking account currently at 0.10%, at Five Star branch in Roseville used for most of our transactions such as payroll, accounts receivable and accounts payable. Statements are received on a monthly basis.

9. LAIF: Local Agency Investment Fund, a variable interest-bearing investment fund administered by the California State Treasurer. The majority of our funds are retained in this account. LAIF Account interest earnings rate at the end of the quarter was 2.63%. Statements are received on a quarterly basis.

INTEREST EARNINGS: TRENDS & PROJECTIONS

The number of accounts in this report totals NINE. The interest earnings for those accounts are summarized below. The accounts are referenced by number which corresponds with the Account Profile Information.

SUMMARY OF INTEREST EARNINGS

Account Profile by Reference Number

	Beginning Balance	Total Credits	Total Debits	Interest Earnings	Ending Balance
1	300.00	-	-	-	300.00
2	26,209.76	51,814.00	(77,721.22)	197.25	499.79
3	114,404.92	-	-	671.72	115,076.64
4	393.91	14,685.00	-	60.69	15,139.60
5	59,203.25	-	-	347.61	59,550.86
6	5,601.53	2,148.53	(3,161.15)	0.23	4,589.14
7	8,017.37	200,000.00	(170,592.00)	467.16	37,892.53
8	88,128.92	983,293.96	(1,015,551.79)	29.25	55,900.34
9	4,455,251.65	-	(180,000.00)	23,344.43	4,298,596.08
TOTALS	\$4,757,511.31	\$1,251,941.49	\$(1,447,026.16)	\$25,118.34	\$ 4,587,544.98

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
QUARTERLY TREASURER'S
REPORT FOR THE PERIOD OF
JANUARY 1, 2023 – MARCH 31, 2023**

MANAGEMENT BY CONTRACTED PARTIES

For the reporting period, only the Local Agency Investment Fund (LAIF) is held under the Management By Contracted Parties.

LAIF is a treasury of pooled money made up of deposits from many of the over 5,000 local agencies within California. More than \$25 billion is vested in a variety of ways with a cumulative net yield of a conservative nature. State law requires, and the LAIF Pooled Money Investment Board requires that pooled money first be invested in such a manner to realize the maximum return consistent with safe and prudent management after which yield is considered. In other words, because these are public moneys invested and managed by others, the investments are low risk, low yield.

HRCSD typically has most of its cash (over 90%) deposited in LAIF. This is common strategy with many local agencies in the state, especially those with cash reserves of less than \$5 million. Complete reports of all investment activity, etc. are received from the LAIF Board on a monthly basis, along with an annual report, which are available for inspection at the District office. In addition, an analysis is provided in our Status Report of All Accounts for our share of LAIF deposits on a monthly basis.

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT - CONSOLIDATED BUDGET
2022/23 Budget**

OPERATING REVENUE	Budget FY 22/23	Actual March	Actual Year to Date	Percentage Year to Date	Variance Explanation
Water Fees	1,107,981	82,835	956,748	86%	
Sewer Fees	704,110	63,052	566,703	80%	
Hook-Up Fees	3,000	0	1,200	40%	
Turn on Fees	3,500	250	1,425	41%	
Late Fees	18,500	1,751	19,972	108%	
Plan Check & Inspection	10,000	0	0	0%	
Miscellaneous Income	500	7,591	12,364	2473%	Ins. Claim - WTP Erosion
TOTAL OPERATING	\$1,847,591	\$155,479	\$1,558,412	84%	

FRANCHISE REVENUE					
Solid Waste Franchise Fees	82,587	7,883	62,999	76%	
TOTAL FRANCHISE	\$82,587	\$7,883	\$62,999	76%	

TOTAL OPERATING \$1,930,178 \$163,362 \$1,621,411 84%

NON-OPERATING REVENUE					
Standby Charges	242,144	8,426	157,400	65%	
Property Tax	423,381	14,366	300,902	71%	
Interest	15,000	564	50,615	337%	Fluctuates based on activity
Connection Fees	70,580	0	28,232	40%	
TOTAL NON-OPERATING	\$751,105	\$23,355	\$537,149	72%	

RESERVE REVENUE					
Capital Reserves	503,512	11,297	122,840	24%	
Operating Reserves	1,848,143	75,690	474,008	26%	
TOTAL RESERVE	\$2,351,655	\$86,986	\$596,848	25%	

TOTAL NON-OPERATING \$3,102,760 \$110,342 \$1,133,996 37%

TOTAL ALL INCOME	\$5,032,938	\$273,704	\$2,755,407	55%	
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**HERITAGE RANCH COMMUNITY SERVICES DISTRICT - CONSOLIDATED BUDGET
2022/23 Budget**

OPERATING EXPENSES

SALARIES AND BENEFITS	Budget FY 22/23	Actual March	Actual Year to Date	Percentage Year to Date	Variance Explanation
Salaries	913,750	67,210	677,121	74%	
Health Insurance	159,110	12,538	103,587	65%	
Health Insurance - Retirees	47,600	3,994	35,803	75%	
Pers Retirement	149,871	15,215	143,784	96%	
OPEB Funding/Transfer	28,306	0	0	0%	
Standby	13,200	1,002	9,756	74%	
Overtime	10,812	458	4,704	44%	
Workers Comp. Ins.	23,525	0	21,072	90%	Paid Annually
Directors' Fees	9,000	500	5,200	58%	
Medicare/FICA	13,182	1,038	10,450	79%	
Car Allowance	3,000	250	2,250	75%	
SUI/ETT	1,000	0	448	45%	
Uniforms	5,000	322	2,701	54%	
TOTAL SALARIES & BENEFITS	\$1,377,356	\$102,527	\$1,016,876	74%	

UTILITIES

Electricity	124,292	12,493	90,793	73%	
Propane	1,466	383	1,108	76%	
Water Purchase	23,114	0	11,557	50%	Paid Semiannually
Telephone/Internet	11,594	1,063	8,847	76%	
TOTAL UTILITIES	\$160,466	\$13,939	\$112,305	70%	

MAINTENANCE & SUPPLIES

Chemicals	79,000	3,477	68,287	86%	
Computer/Software	33,900	6,835	14,534	43%	
Equip. Rental/Lease	2,500	0	9,860	394%	
Fixed Equip.	187,000	20,138	121,790	65%	
Fuel & Oil	15,000	1,515	14,671	98%	
Lab Testing	59,000	5,101	37,291	63%	
Office Supplies	1,500	0	533	36%	
Parks & Recreation	0	0	0	0%	
Struct./Grnds.	14,940	1,850	11,690	78%	
Small Tools/Equip.	3,000	949	4,077	136%	
Supplies	4,500	583	9,337	207%	
Meters/Equip.	12,000	0	949	8%	
Vehicles	6,000	1,180	6,488	108%	
TOTAL MAINT. & SUP.	\$418,340	\$41,627	\$299,507	72%	

HERITAGE RANCH COMMUNITY SERVICES DISTRICT - CONSOLIDATED BUDGET
2022/23 Budget

GENERAL & ADMINISTRATION	Budget FY 22/23	Actual March	Actual Year to Date	Percentage Year to Date	Variance Explanation
Ads./Advertising	1,500	0	328	22%	
Alarm/Answering Service	4,000	343	2,425	61%	
Audit	10,000	0	8,785	88%	
Bank Charges/Fees	1,000	0	250	25%	
Consulting/Engineering	10,000	0	160	2%	
Dues/Subscription	10,000	0	9,343	93%	
Elections	5,000	0	0	0%	
Insurance	39,330	0	-67	0%	
LAFCO	6,930	0	7,254	105%	Paid Annually
Legal/Attorney	25,000	0	9,191	37%	
Licenses/Permits	29,000	14,758	26,774	92%	
Plan Check & Inspection	10,000	0	0	0%	
Postage/Billing	15,000	1,787	11,880	79%	
Professional Service	89,300	6,277	69,340	78%	
Tax Collection	6,200	0	0	0%	
Staff Training & Travel	12,000	0	6,880	57%	
Board Training & Travel	1,000	22	279	28%	
TOTAL G & A	\$275,260	\$23,187	\$152,821	56%	

CAPITAL PROJECTS & EQUIPMENT

Structures/Improvements	1,947,991	86,986	535,263	27%	
Equipment	155,000	0	61,586	40%	
TOTAL CAPITAL EXPENSE	\$2,102,991	86,986	596,849	28%	

DEBT

State Loan Payment	103,629	51,814	103,628	100%	
State Loan Payment Phase II	58,740	0	29,369	50%	
Western Alliance Lease-PVS	152,638	76,412	152,638	100%	
TOTAL DEBT	\$315,007	\$128,226	\$285,636		

FUNDED DEPRECIATION	\$288,000	\$24,000	\$216,000	75%	
UNFUNDED DEPRECIATION	\$0	\$0	\$0	0%	

TOTAL EXPENSE	\$4,937,421	\$420,492	\$2,679,992	54%	
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CAPACITY CHARGES TRANSFER \$70,580 \$0 \$28,232 40%

SOLID WASTE FEES TRANSFER \$24,937 \$3,087 \$15,156 61%

FUND TOTAL	\$1	(\$149,875)	\$32,027		
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**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
OFFICE REPORT**

MARCH 2023

Utility Billing

- On April 1st, 1,939 bills were processed for a total dollar amount of \$145,441 for water and sewer user fees for the month of March.
- We processed 237 penalties for bills that were due by March 25th.
- We mailed out 39 Intent To Disconnect letters to customers that were more than 60 days delinquent.
- We posted 29 48-hour notices and locked off 1 meters for non-payment.

Customer Service Orders

- Staff completed a total of 19 service orders for the month of March. The breakdown by job code is as follows:

OCCUPANT CHANGE	5	UNLOCK	1
USA	8	LOCK	1
TURN OFF	1	MISC	2
LEAK	1		

Administration

- Nothing to report.

San Miguel Garbage Franchise Fees Received

- The total Franchise Fees received for the Month of January was \$ 7,883.08
The breakdown is as follows:

Residential Garbage Collection - \$ 5,980.37
Commercial Garbage Collection - \$ 1,231.47
Roll-Off Collection - \$ 671.24

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

Manager Report For the Month of April 2023

In addition to normal administrative, engineering, and operations duties, below are updates for several areas of work:

Administration

- The Manager continued work on the draft fiscal year 23/24 budget. It is anticipated that the Finance & Audit Committee will meet in early May to review, then the draft will be presented to the Board at the May 18th meeting.
- The Manager and District Engineer attended the SLO County Water Resource Advisory Committee meeting this month. We intend to become more engaged in regional water planning to keep a pulse on opportunities to participate in water resource issues, etc.
- The Manager has not heard anything yet regarding our submittal to Congressman Panetta's office for the Community Project Funding program. This is a potential funding source for public agencies, including special districts, for certain types of projects.

Operations

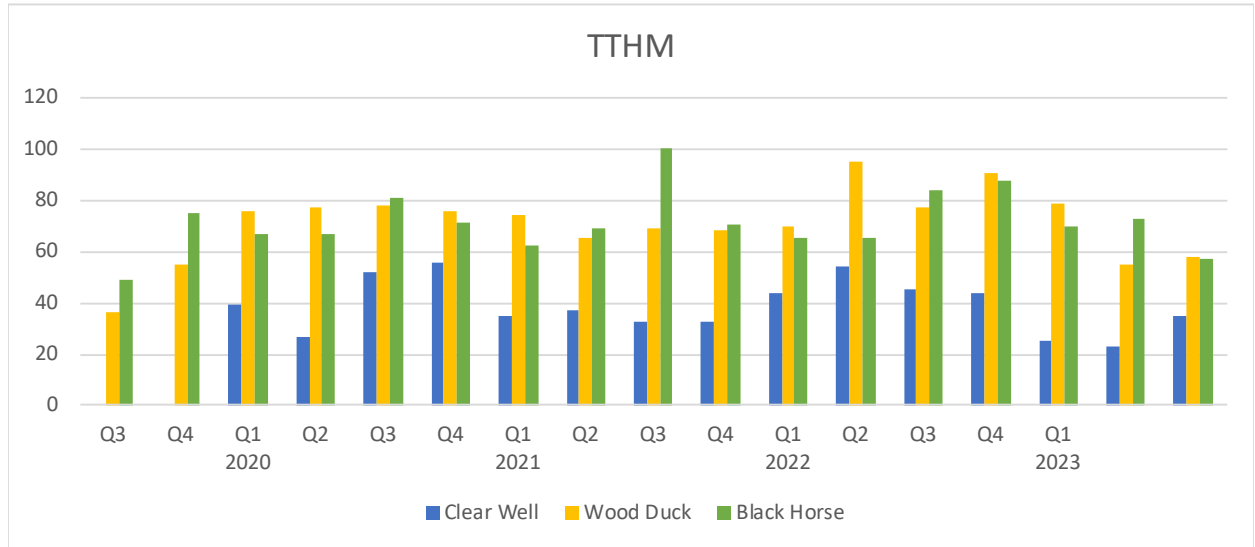
- Staff completed and submitted the Volumetric Annual Report (VAR) for the wastewater system. This is a required report to the State that includes information related to volume only, influent, effluent, and a couple general questions.
- Staff completed and submitted the electronic Annual Report (eAR) for the water system. This is a required report to the State that is very comprehensive and includes information about staff contact information and roles, rates, distribution system, source water, emergency plans, climate change, etc. etc.
- The Manager started working on the annual water system consumer confidence report that is due to be distributed by July 1.
- The Manager completed and submitted the 2023 1st Quarter TSO report to the Regional Water Quality Control Board. All parameters were within the TSO limits; however, copper and unionized ammonia were above final permit limits.

Water quality – disinfection byproducts update

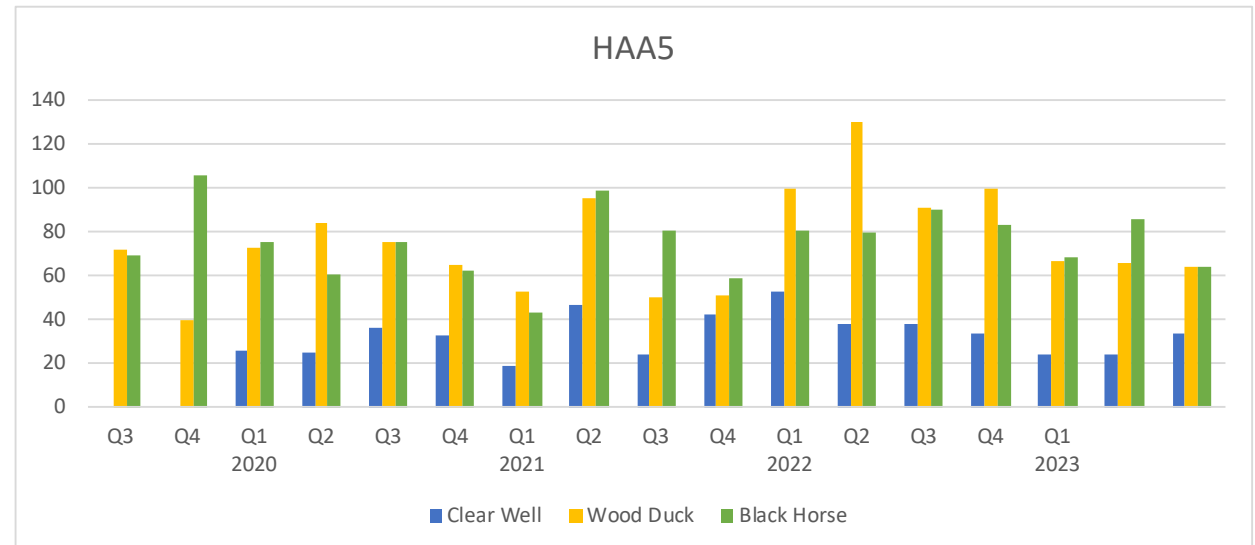
The sample data for disinfection byproducts over the last several years is shown below. The allowable limit for TTHM is 80 parts per billion. The allowable limit for HAA5 is 60 parts per billion. This data is for individual samples. The reportable data required by the Division of Drinking Water is the Locational Running Annual Average (LRAA) by calendar quarter. The DDW approved us to use the average of samples taken every 30 days for the quarterly reportable data. We will continue to send quarterly notices to customers until such time we are consistently within the allowable limits.

avg

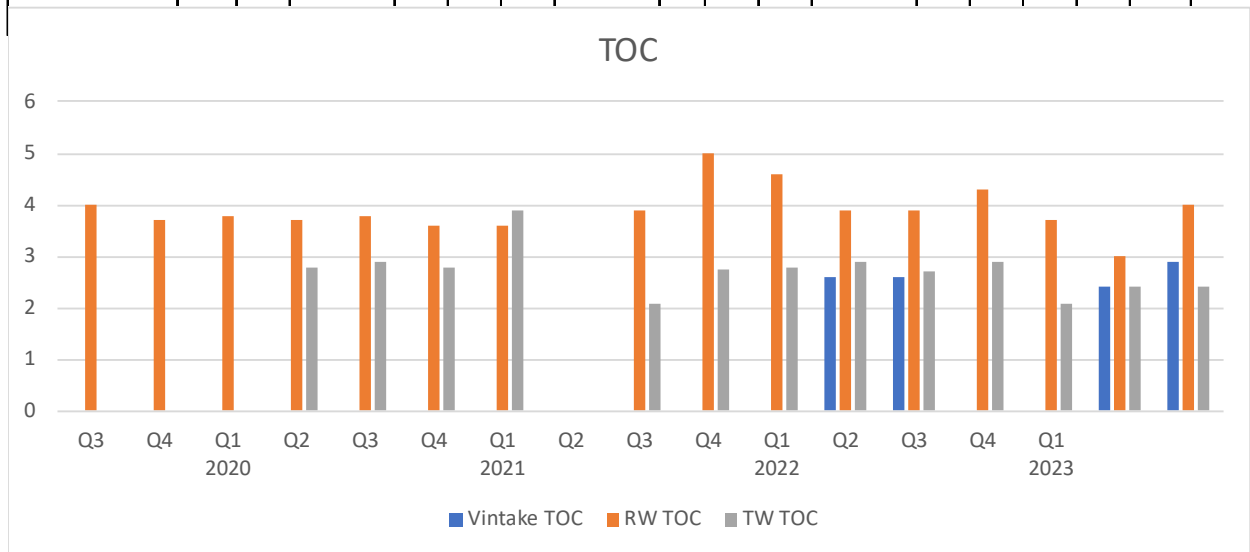
TTHM	Q3	Q4	Q1 2020	Q2	Q3	Q4	Q1 2021	Q2	Q3	Q4	Q1 2022	Q2	Q3	Q4	Q1 2023		
Clear Well			39	27	52	56	35	37	33	33	44	54	45	44	25	23	35
Wood Duck	36	55	76	77	78	76	74	65	69	68	70	95	77	91	79	55	58
Black Horse	49	75	67	67	81	71	62	69	100	70	65	65	84	88	70	73	57



HAA5	Q3	Q4	Q1 2020	Q2	Q3	Q4	Q1 2021	Q2	Q3	Q4	Q1 2022	Q2	Q3	Q4	Q1 2023		
Clear Well			26	25	36	33	19	47	24	43	53	38	38	34	24	24	34
Wood Duck	72	40	73	84	75	65	53	95	50	51	100	130	91	100	67	66	64
Black Horse	69	106	75	61	75	62	43	99	81	59	81	80	90	83	68	86	64



TOC	Q3	Q4	Q1 2020	Q2	Q3	Q4	Q1 2021	Q2	Q3	Q4	Q1 2022	Q2	Q3	Q4	Q1 2023	
Vintake TOC												2.6	2.6		2.4	2.9
RW TOC	4	3.7	3.8	3.7	3.8	3.6	3.6		3.9	5	4.6	3.9	3.9	4.3	3.7	4.0



Water Resource Recovery Project

- The Manager continues periodic communication with the finance team, including our municipal advisor, placement agent, and the programs specialist from USDA. The design work for the project is on hold pending Board direction. See also separate agenda item.

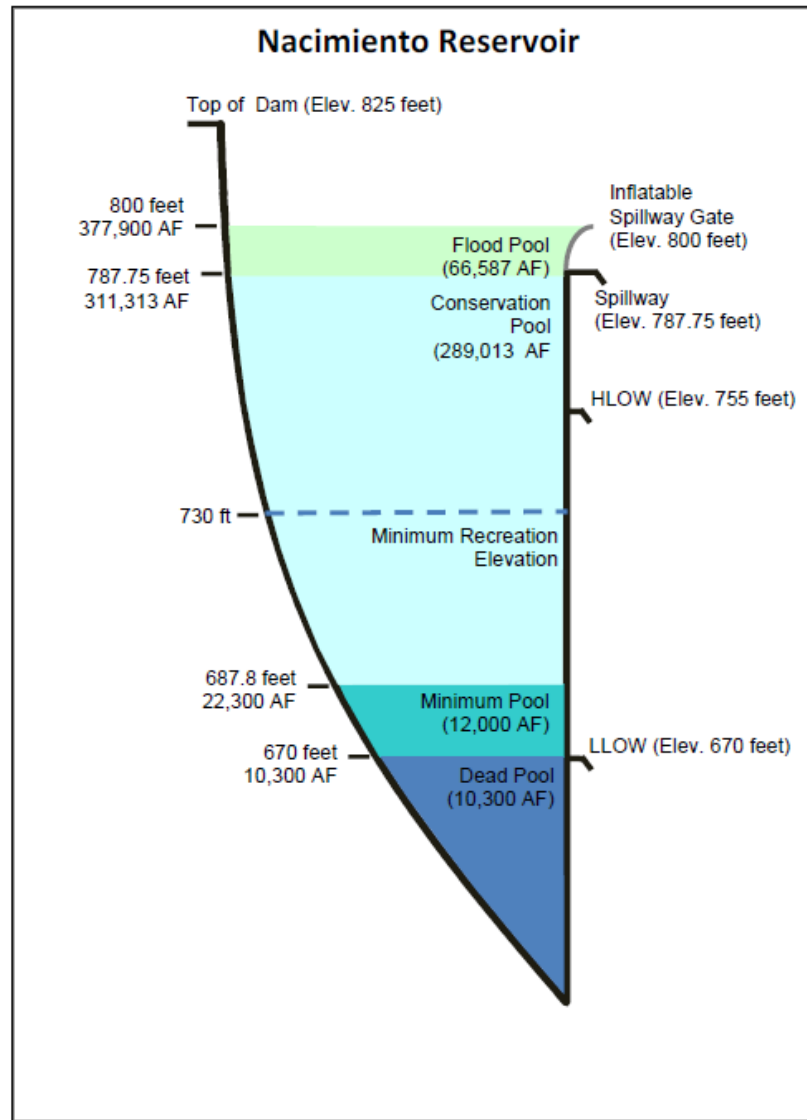
Solid Waste

- See separate agenda item.

Reservoir Status

- As reported by Monterey County Water Resources Agency (MCWRA), as of April 13, 2023 the reservoir was at approximately 796.2 feet in elevation, 94% of capacity, or 356,410-acre feet of storage. MCWRA water releases were shown as 79 cfs.
- The Manager attended the monthly MCWRA Reservoir Operations Committee meeting. The proposed reservoir release schedule for the year was presented at the meeting and currently shows the reservoir elevation on January 1, 2024 as 764'. The release schedule is attached and a graphic of the reservoir elevations is provided below.

Nacimiento Reservoir



RESERVOIR RELEASE SCHEDULE FOR 2023

Month	1 2		3 4		5 6		7 8		9 10		11 12		13 14		15 16	
	Combined Releases (cfs) ¹	Combined Releases (ac-ft)	NACIMIENTO								SAN ANTONIO					
			Evap. Losses (ac-ft)	Reservoir Releases (cfs) ¹	Reservoir Releases (ac-ft)	NWP Orders (ac-ft)	NWP Diversions (ac-ft)	Beginning of Month Storage		Elev. (ft)	Evap. Losses (ac-ft)	Reservoir Releases (cfs) ¹	Reservoir Releases (ac-ft)	Beginning of Month Storage		Elev. (ft)
								(ac-ft)	(%)	(ft)				(ac-ft)	(%)	(ft)
Jan	809	49,762	532	799	49,147	499	136	120,800	32%	740.5	261	10	615	37,155	11%	680.7
Feb	433	24,880	587	423	24,305	696	80	324,905	86%	790.4	342	10	575	127,550	38%	729.0
Mar	3,007	184,874	1,131	2,997	184,259	937		337,445	89%	792.7	746	10	615	139,050	42%	733.0
Apr	241	14,341	1,707	231	13,746	910		349,533	92%	794.9	1,278	10	595	214,794	64%	754.8
May	168	10,354	2,515	147	9,025	1,493		350,170	93%	795.1	1,870	22	1,329	220,047	66%	756.1
Jun	375	22,314	3,373	358	21,323	1,966		337,133	89%	792.6	2,574	17	992	216,831	65%	755.3
Jul	579	35,624	3,454	544	33,422	2,043		310,386	82%	787.6	2,724	36	2,202	212,847	64%	754.3
Aug	660	40,582	3,073	611	37,587	2,043		270,834	72%	779.6	2,481	49	2,995	208,325	62%	753.2
Sep	610	36,298	2,407	95	5,633	2,000		228,866	61%	770.3	1,938	515	30,665	202,306	60%	751.6
Oct	292	17,951	1,722	60	3,689	1,536		219,422	58%	768.1	1,274	232	14,261	169,404	51%	742.5
Nov	70	4,165	888	60	3,570	1,123		212,551	56%	766.5	657	10	595	154,766	46%	738.0
Dec	70	4,304	551	60	3,689	504		207,025	55%	765.1	410	10	615	153,527	46%	737.6
Jan 2023								202,449	54%	763.9				152,537	46%	737.3
Totals		445,450	21,938		389,396	15,750	216				16,557		56,054			

Draft Date: 3/24/23

Notes:

1. Mean daily flow for the month in cubic feet per second.
2. Shaded areas denote actual values. Non-shaded areas are projected values.
3. Nacimiento Reservoir storage capacity: 377,900 acre feet; San Antonio Reservoir storage capacity: 335,000 acre feet.
4. Proposed schedule meets Agency annual water withdrawal limits required by State Water Board appropriate water rights for the Nacimiento and San Antonio Rivers.
5. Reservoir Operations Advisory Committee may make release considerations for fish spawn and holiday periods to benefit recreation.
6. Schedule assumes no inflow to reservoirs after May 1st. Elevations will be influenced by actual inflow amounts.
7. "NWP Diversions" are San Luis Obispo County - Nacimiento Water Project conveyance facilities diversions. Max. allowable water year (Oct. 1 - Sept. 30) diversions: 15,750 ac-ft.
8. Nacimiento "NWP Diversions" do not include lakeside water use which is estimated at approximately 1,750 acre feet per year.



HERITAGE RANCH COMMUNITY SERVICES DISTRICT

District Engineer Report For the Month of April 2023

In addition to normal engineering and administrative duties, below are updates for several areas of work:

Operations Support

- Worked with Operations Staff re: system leaks, shutdown options, reporting assistance.

Capital Improvement Projects

Projects / equipment replacement planned for this fiscal year and their status include:

- DBP/Compliance: GAC – All project materials are onsite and ready for installation. Electrical work complete. Awaiting completion of filter 4 renovation to begin running water through the vessels. Pilot study should be underway by the end of April. Will require coordination with pump vendor for initial startup, setting flowrates, integration, etc.
- SCADA water system: SPICE has continued working on the new SCADA system. New servers arrived March 15. Phase 1 is approximately 60% complete. Estimated completion and final installation will be in May.
- WTP Filter Media Replacement: Operations is working on this. They have not needed assistance from Engineering on the latest filters, but we are here to help as needed.
- SCADA collection system: Planning to work with SPICE Integration on this project upon completion or (if efficient) in conjunction with the SCADA Water System project and the telemetry survey/upgrade. Telemetry survey equipment has been procured and received. Survey should take place in May/June 2023.
- Lift Station 1-5 rehabilitation design phase: Lift Stations 2 and 3 included in 5-year CIP. The design of these projects will begin as soon as the SCADA and DBP projects are sufficiently underway and WRRF-related work has subsided, likely in early Q3 2023.
- Wastewater collection system model and infiltration / inflow: Contacting potential contractors/vendors for scope development for smoke testing bid package.

WRRF Project - Per your Board's request, Engineering Staff has revisited Alternative 2 (In-Pond Extended Aeration) and Alternative 4 (Packaged MBR) to

provide additional cost and compliance-related analysis. We consulted with various sources (engineers, manufacturers, the Regional Water Quality Control Board, and other agencies undergoing wastewater treatment plant upgrades) and have provided a complete report under a separate agenda item.

Staff toured the newly installed packaged MBR (by Cloacina) at the Avila Beach CSD Wastewater Treatment Plant. The system is installed but not yet running due to a delay in the final power connection by PG&E. The new MBR will supplement the existing plant at ABCSD to assist with periods of higher flow as well as providing more capacity for flow equalization. While smaller than the proposed size for HRCSD, the ABCSD package is the same technology and, once running, will allow for the observation of a similar plant in operation. If a packaged MBR is the chosen path forward, this installation will aid in value engineering, operational input, and overall process-related decisions for the design of the HRCSD facility.

Development Review

- Snug Harbor: Staff has worked with the project owner and his development team to finalize the draft Development Agreement / Will Serve Commitment (see separate Board Agenda item.)

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

Operations Report For the Month of April 2023

Water treatment

- The monthly Surface Water Treatment Regulation, Total Coliform Rule, and the Water Quality Monitoring reports have been filed with the CA DDW.
- Filter #4 is back in service following the media renovation project.
- Operations has installed the necessary components needed for the GAC trial to begin and is waiting to verify that the gpm requirements for the trial can be met given the current design.
- The calibration of all flow meter signal transmitters was verified again this year with little to no adjustments necessary. The calibration verification has been scheduled again for two years from now.
- The Operations Manager attended training for sanitary survey auditing. The training was sponsored by CA Water Boards through Rural Community Assistance Corporation (RCAC).

Water distribution

- Staff made emergency repairs to a main line on G14 near the shopping center. The repairs required assistance from two subcontractors.
- Meters to replace broken and non-transmitting water meters are available again, and several have been ordered.
- A local contractor has made hot asphalt repairs to 329 square feet of the estimated 1,500 square feet of temporary patches created during water leak repairs.

Wastewater collection

- Staff is working with three local contractors to obtain pricing for the annual jetting of hot spots and cleaning of lift stations.
- Staff made temporary repairs to the areas of erosion that caused pipeline exposure. Further repairs are still needed.

Wastewater treatment

- Nothing significant to report currently.

Facilities

- Weed control and ground maintenance is being attended to by individuals assigned to HRCSD through the Alternate Work Program (AWP) via SLO Co. Sherriff.

Vehicles and equipment

- Regular and unplanned maintenance is being attended to very efficiently by a local contractor/mechanic.

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

MEMORANDUM

TO: Board of Directors

FROM: Scott Duffield, General Manager
Aron Kardashian, San Miguel Garbage Company

DATE: April 20, 2023

SUBJECT: Request to approve a rate adjustment for solid waste services provided by San Miguel Garbage Company based on the Consumer Price Index and schedule a public hearing for June 15, 2023 for adoption of the adjusted rates.

Recommendation

It is recommended that the Board of Directors:

1. Review and approve a rate adjustment for solid waste services provided by San Miguel Garbage Company based on the Consumer Price Index; and
2. Schedule a public hearing for June 15, 2023 for adoption of the adjusted rates.

Background

The District is the solid waste authority at Heritage Ranch and has a Franchise Agreement (Agreement) with San Miguel Garbage Company (SMGC) to provide solid waste services within the District.

Discussion

Pursuant to the Agreement, the rates charged by SMGC may be adjusted from time to time and use the guidelines and approach outlined in the "City of San Luis Obispo's Rate Setting Process and Methodology Manual for Integrated Solid Waste Management Rates" (Rate Setting Manual).

CPI Adjustment

In this case SMGC is requesting a rate adjustment based on the Consumer Price Index (CPI). The Agreement states,

"Commencing on January 1, 2019, and on the same date thereafter for the remaining term of this Agreement (the "Concluding Adjustment Date"), the rates set forth in this Agreement, as adjusted hereunder, shall be automatically adjusted

by a percentage equal to the annual percent change in the Consumer Price Index (“CPI”) for All Urban Consumers - for the Los Angeles – Riverside – Orange County metropolitan area (1982-84 = 100) as published by the Bureau of Labor Statistics for the 12-month period ending December 31.”

The actual change in CPI for 2022 and SMGC’s rate adjustment request is 7.4%. SMGC’s rate adjustment request included submittal of the financial and operating information which was reviewed and analyzed by the District. The rates that San Miguel Garbage Company has requested are justifiable and supportable and have followed the guidelines of the rate setting process and the Agreement.

Rate Approval Process

This solid waste rate adjustment request follows the same approval process as with water and sewer rates; review and approval of the rate adjustment, a 45-day written notice to the public, and a public hearing. If more than fifty percent of the impacted property owners protest the fee adjustment in writing, your Board can not adopt the adjustment. The District and SMGC have prepared the notice that will be mailed on May 1, 2023. The public hearing is to be held on June 15, 2023, and the new fees would become effective July 1, 2023.

The notice to property owners with the proposed rates is included as Attachment A.

Fiscal Considerations

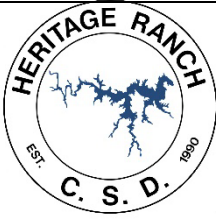
The proposed solid waste rates are consistent with the Agreement and will allow SMGC to continue to operate.

Results

The rate setting objective is to determine integrated solid waste service rates that are fair to residents, and which provide adequate revenue to the hauler.

Attachment: Attachment A – Notice to property owners and proposed rates

File: G.03 SMGC Rates



Heritage Ranch Community Services District

4870 Heritage Road, Paso Robles, CA 93446

(805) 227-6230 ~ Fax (805) 227-6231

www.heritageranchcsd.ca.gov

Notice of Public Hearing Regarding Proposed Solid Waste Rate Increases

May 1, 2023

Dear Property Owner/Customer:

This notice is intended to inform you that the Heritage Ranch Community Services District (District) will hold a public hearing regarding rate increases proposed by San Miguel Garbage Company for customers receiving solid waste, recycling, and green waste services within the District. The proposed rate increases will be considered by the District Board of Directors at the date, time, and location specified below.

Consistent with the requirements of Proposition 218, this notice provides you with the following information:

- The date, time, and location of the public hearing;
- The amount of the proposed increases;
- The reason for and basis upon which the amount of the proposed increases were calculated;
- How to protest the proposed increases.

Notice of Public Hearing

The Public Hearing for the proposed rate increases will be held on:

Date: Thursday, June 15, 2023

Time: 4:00 p.m.

Place: 4870 Heritage Road, Heritage Ranch, California, 93446

If adopted by the District Board of Directors, the proposed increases will become effective July 1, 2023. The proposed rates are attached to this notice.

Reasons for the Proposed Rate Increases

The proposed rate increases are necessary for San Miguel Garbage Company to continue to provide safe, environmentally sound, and reliable solid waste, recycling, and green waste collection, transportation and disposal or processing services to the citizens within the District. Several factors have contributed to these increased costs, including, but not limited to: the rising costs associated with the operation of a garbage company, the rising costs associated with the processing of recycling material, increased costs associated with purchase, operation, and fuel for vehicles, and increased labor costs.

Basis for the Proposed Rate Increases

The total proposed residential and commercial rate increase of 7.4% is based on the following cost increases incurred by San Miguel Garbage Company:

1. 7.4% change in Consumer Price Index (CPI). The Franchise Agreement between the Heritage Ranch Community Services District and San Miguel Garbage Company permits an annual increase for solid waste collection rates based on the change in Consumer Price Index (CPI).

How do I protest the proposed rate increase?

Pursuant to Section 6 of Article XIII D of the California Constitution, the following persons may submit a written protest against the Proposed Rate Increase to the **District's Secretary** before the close of the Public Hearing referenced above:

- An owner(s) of property (parcel(s)) receiving solid waste service within the District's boundary. If the person(s) signing the protest, as an owner, is not shown on the last equalized assessment roll as the owner of the parcel(s) then the protest must contain or be accompanied by written evidence that such person signing the protest is the owner of the parcel(s) receiving water service; and
- A Tenant(s) whose name appears on the Garbage Company's records as the customer of record for the corresponding parcel receiving solid waste services service within the District's boundary (tenant-customer).

A valid written protest must contain a statement that you protest the increase in solid waste rates, the address, and Assessor's Parcel Number (APN) of the parcel or parcels which receive solid waste service and must be signed by either the owner or the tenant-customer of the parcel or parcels. One written protest per parcel shall be counted in calculating a majority protest to the proposed solid waste rate increase subject to the requirements of Section 6 of Article XIII D of the California Constitution. Written protests will not be accepted by e-mail or by facsimile. Verbal protests will not be counted in determining the existence of a majority protest. To be counted, a protest must be received in writing by the **District Secretary** before the close of the Public Hearing referenced above.

Written protests regarding the solid waste rate increases may be mailed to:

**Heritage Ranch Community Services District
4870 Heritage Rd.
Paso Robles, CA 93446**

Written protests may also be personally delivered to the **District Secretary** at the Heritage Ranch Community Services District Office located at 4870 Heritage Rd, Heritage Ranch, CA 93446. If valid written protests are presented by a majority of owners and/or tenants-customers of parcels receiving solid waste service within the District's boundary, then the District will not adjust/increase the solid waste rates. Only one protest per parcel will be counted in determining whether or not a majority protest exists.

Questions

Please review the District website at www.heritageranchcsd.ca.gov, or contact San Miguel Garbage Company at (805) 467-9283, for more information.

Attachments

Proposed rates effective July 1, 2023

		<u>Current</u>	<u>Proposed</u>	<u>IWMA</u>	<u>Proposed</u>
		<u>Total Charges to</u>	<u>Solid Waste</u>	<u>Fee</u>	<u>Total Charges to</u>
		<u>Customer</u>	<u>Rate</u>	<u>5.4%</u>	<u>Customer</u>
RESIDENTIAL CAN SERVICE					
35 GAL	monthly	\$32.53	\$33.14	\$1.79 =	\$34.93
64 GAL	monthly	\$42.35	\$43.15	\$2.33 =	\$45.48
96 GAL	monthly	\$48.97	\$49.90	\$2.69 =	\$52.59

All can rates based on standard garbage cans 35 gallon or smaller with 50-pound weight limit.
 Cans must be readily accessible.

CAN SERVICE MISCELLANEOUS

Stickers	per sticker	\$5.61	\$5.71	\$0.31 =	\$6.02
Re-Delivery Cans	per occurrence	\$35.13	\$35.80	\$1.93 =	\$37.73
Go Back Residential	per occurrence	\$7.47	\$7.61	\$0.41 =	\$8.03
					plus add additional mileage fee per mile
Walk-In Fee Service - Truck does not leave road & worker must walk in yard	per occurrence	\$3.25	\$3.32	\$0.18 =	\$3.50
2nd Recycle or Greenwaste Cart per Month	monthly	\$7.27	\$7.40	\$0.40 =	\$7.80

Carts are the property of the garbage company & must be returned when service is stopped or cancelled.
 If cart is not returned the company may impose the appropriate fee to the customer for each cart not returned.

Missing Cart - 35 GAL	per cart	\$55.25	\$56.30	\$3.04 =	\$59.34
Missing Cart - 64 GAL	per cart	\$72.68	\$74.05	\$4.00 =	\$78.05
Missing Cart - 96 GAL	per cart	\$98.84	\$100.72	\$5.44 =	\$106.16

COMMERCIAL CONTAINER SERVICE For solid waste, recycle or greenwaste material (each charged seperately)

1 YARD	1X WK	monthly	\$142.62	\$145.32	\$7.85 =	\$153.17
	2X WK	monthly	\$192.53	\$225.25	\$12.16 =	\$237.41
	3X WK	monthly	\$269.55	\$315.35	\$17.03 =	\$332.38
1.5 YARD	1X WK	monthly	\$159.41	\$162.44	\$8.77 =	\$171.21
	2X WK	monthly	\$215.20	\$251.79	\$13.60 =	\$265.38
	3X WK	monthly	\$301.29	\$352.50	\$19.04 =	\$371.54
2 YARD	1X WK	monthly	\$203.70	\$207.56	\$11.21 =	\$218.77
	2X WK	monthly	\$275.01	\$321.72	\$17.37 =	\$339.09
	3X WK	monthly	\$385.01	\$450.41	\$24.32 =	\$474.73
3 YARD	1X WK	monthly	\$234.31	\$238.76	\$12.89 =	\$251.65
	2X WK	monthly	\$358.48	\$370.08	\$19.98 =	\$390.06
	3X WK	monthly	\$501.87	\$518.11	\$27.98 =	\$546.09
4 YARD	1X WK	monthly	\$310.26	\$316.15	\$17.07 =	\$333.23
	2X WK	monthly	\$474.68	\$490.04	\$26.46 =	\$516.50
	3X WK	monthly	\$664.55	\$686.05	\$37.05 =	\$723.10
6 YARD	1X WK	monthly	\$468.19	\$477.07	\$25.76 =	\$502.83
	2X WK	monthly	\$622.63	\$739.46	\$39.93 =	\$779.39
	3X WK	monthly	\$871.69	\$1,035.24	\$55.90 =	\$1,091.15

Every other week rate is the same as 1X WK rate.
 Additional days per week are as follows: 4X WK multiply 3X WK rate by 1.3 5X WK multiply 4X WK rate by 1.25

COMMERCIAL EXTRA PICKUP + PER MILE TRIP CHARGE * For solid waste, recycle or greenwaste (each charged seperately)

1 YARD	per occurrence	\$40.40	\$41.17	\$2.22 =	\$43.39
1.5 YARD	per occurrence	\$45.08	\$45.93	\$2.48 =	\$48.42
2 YARD	per occurrence	\$50.05	\$51.00	\$2.75 =	\$53.76
3 YARD	per occurrence	\$65.60	\$66.85	\$3.61 =	\$70.46
4 YARD	per occurrence	\$99.00	\$100.88	\$5.45 =	\$106.33
6 YARD	per occurrence	\$131.57	\$134.07	\$7.24 =	\$141.31

		Current	Proposed	IWMA		Proposed
		<u>Total Charges to</u>	<u>Solid Waste</u>	<u>Fee</u>		<u>Total Charges to</u>
		<u>Customer</u>	<u>Rate</u>	<u>5.4%</u>		<u>Customer</u>
COMMERCIAL SERVICE MISCELLANEOUS						
* Trip Charge per Mile	per occurrence	\$8.30	\$8.45	\$0.46 =		\$8.91
Delivery Fee & Re-Delivery Containers	per occurrence	\$45.00	\$45.85	\$2.48 =		\$48.32
Extra trash less than 1 yard	per occurrence	\$35.27	\$35.94	\$1.94 =		\$37.88
Extra trash per yard	per occurrence	\$40.40	\$41.17	\$2.22 =		\$43.39
Manual Labor per yard	per occurrence	\$31.58	\$32.18	\$1.74 =		\$33.91
Go Back Commercial	per occurrence	\$14.36	\$14.63	\$0.79 =		\$15.42
					plus add additional	
					mileage fee per mile	
Lock Bar Set Up	per occurrence	\$72.55	\$73.92	\$3.99 =		\$77.92
Lock Bar Set Up Plus Key & Lock	per occurrence	\$87.62	\$89.28	\$4.82 =		\$94.10
Unlocking Fee	per occurrence	\$3.87	\$3.95	\$0.21 =		\$4.17
Container Exchange Fee	per occurrence	\$167.37	\$170.55	\$9.21 =		\$179.76

DRIVE IN-YARD CHARGES

Charged to customers that require the waste collection truck to enter the customers property

In-Yard 100'	monthly	\$17.00	\$17.32	\$0.94 =		\$18.26
In-Yard 1/4 Mile	monthly	\$23.85	\$24.30	\$1.31 =		\$25.62
In-Yard 1 Mile	monthly	\$26.34	\$26.84	\$1.45 =		\$28.29
In-Yard Over 1 Mile	monthly		multiply "In-Yard 1 Mile" rate X total miles			

ADDITIONAL CHARGES

Can Pressure Wash Fee	per occurrence	\$35.13	\$35.80	\$1.93 =		\$37.73
Water Heater	each 2023 N/C White Goods	\$29.07	\$29.62	\$1.60 =		\$31.22
Fridge	each 2023 N/C White Goods	\$39.24	\$39.99	\$2.16 =		\$42.14
Washer/Dryer	each 2023 N/C White Goods	\$29.07	\$29.62	\$1.60 =		\$31.22
Toilet	each	\$13.05	\$13.30	\$0.72 =		\$14.01
Mattress or boxspring TWN	each	\$25.81	\$26.30	\$1.42 =		\$27.72
Mattress or boxspring Q-K	each	\$44.78	\$45.62	\$2.46 =		\$48.09
Couches	each	\$31.97	\$32.57	\$1.76 =		\$34.33
Truck Tires	each	\$25.81	\$26.30	\$1.42 =		\$27.72
Car Tire only	each	\$5.09	\$5.19	\$0.28 =		\$5.47
Car Tire with Rim	each	\$7.63	\$7.78	\$0.42 =		\$8.20
T.V.	CAN NOT TAKE					

All other items not listed call office for rate.

NSF FEES

1ST	\$20.00
2ND	\$30.00
3RD	\$35.00
4TH	\$40.00

RENT-A-BIN (all areas)

2 YARD - 1 PU 1 WEEK	60x43x38	\$144.13	\$146.86	\$7.93 =		\$154.79
3 YARD - 1 PU 1 WEEK	72x43x52	\$193.76	\$197.44	\$10.66 =		\$208.11
DAILY RENTAL after 1 wk	per day	\$4.07	\$4.15	\$0.22 =		\$4.37

For one month rental please call office for rates

ROLL-OFF RENTALS

20 YARD ROLL-OFF (includes 2 tons trash)	per dump	\$554.85	\$565.39	\$30.53 =		\$595.92
40 YARD ROLL-OFF (includes 3 tons trash)	per dump	\$629.82	\$641.77	\$34.66 =		\$676.42

Roll-Off Service is for 7 days. Rental after 7 days is \$5.00/day for 20yd and \$7.00/day for 40 yd.

Weight in excess of allowed weight will be charged current landfill per ton rate up to 10 tons.

Any load that exceeds 10 tons will be charged an additional \$50.00 per ton, in addition to the current landfill rate, after the first 10 tons.

Contracts must be completely filled out and signed, and deposits received, before delivery of all containers and roll-offs.

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

MEMORANDUM

TO: Board of Directors

FROM: Scott Duffield, General Manager

DATE: April 20, 2023

SUBJECT: Request to approve Amendment No. 1 to a Contract for Supply of Nacimiento Water with the San Luis Obispo County Flood Control and Water Conservation District.

Recommendation

It is recommended that the Board of Directors approve Amendment No. 1 to a Contract for Supply of Nacimiento Water with the San Luis Obispo County Flood Control and Water Conservation District.

Background

The San Luis Obispo County Flood Control and Water Conservation District (County) previously allocated (set aside) 1,100 acre-feet-per-year (AFY) of Nacimiento Reservoir water for development within Heritage Ranch.

Discussion

Of the 1,100 AFY allocation, the District is currently under contract for 889 AFY. The County proposes this amendment to add the remaining allocation of 211 AFY to the District contracted amount.

As part of the development process, the District requires that new development bring new water. As such, new development would transfer a portion of the remaining water from their contract with the County to the District, meaning the County and the District would have to execute an amendment to transfer that water from new development to the District. This Amendment No. 1 removes that process since the District would be contracted for the full allocation.

Fiscal Considerations

The cost to the District for the Nacimiento Reservoir water is currently \$26 per acre foot per year, paid to the County. The 211 AFY equates to an additional \$5,486 per year.

Results

Approval of the amendment would provide the Board with more flexibility in managing water assignments, remove one of the processes for new development, and contribute to a well governed community.

Attachments: Amendment No. 1 to Contract for Supply of Nacimiento Water

FILE: Water_Entitlement Contracts

AMENDMENT NO. 1 TO CONTRACT FOR SUPPLY OF NACIMIENTO WATER

This Amendment No. 1 to Contract for Supply of Nacimiento Water ("**Amendment No. 1**") is entered into by and between the San Luis Obispo County Flood Control and Water Conservation District, a public entity duly established under the laws of the State of California ("**District**"), and Heritage Ranch Community Services District ("**Buyer**").

A. On or about March 24, 2015, the District and Buyer entered into a Contract for Supply of Nacimiento Water ("**Agreement**"), attached hereto as Exhibit A and incorporated herein by this reference, in order to ensure that Buyer has a perpetual entitlement to the two hundred two (202) acre feet of water per year assigned to it by H.R. Holdings, LLC and John E. King and Carole D. King (**collectively, "H.R. Holdings and King"**) under the July 1992 Contract, as defined in the Agreement, notwithstanding the fact that the Buyer never exercised its option to extend the July 1992 Contract; and

B. Any rights to the remaining two hundred eleven (211) acre feet of water per year originally conveyed under the July 1992 Contract and held by H.R. Holdings and King expired on July 22, 2022, even if it is assumed that they exercised their option to extend the July 1992 Contract; and

C. The District has determined it unnecessary for it to act as an intermediary between the Buyer and prospective developers of land within the boundaries of the Buyer with respect to any of the four hundred and thirteen (413) acre feet of water per year previously made available pursuant to the July 1992 Contract; and

D. The purpose of this Amendment No. 1 is to make available to Buyer the remaining two hundred eleven (211) acre feet of water per year originally conveyed under the 1992 Contract and to permit Buyer to use its entitlement under the Agreement anywhere within the boundaries of Buyer subject to the terms and conditions of the Agreement and this Amendment No. 1.

NOW, THEREFORE, it is hereby mutually agreed by the parties hereto as follows:

1. Paragraph 1 of the Agreement shall hereafter be and read as follows:

1. Buyer is entitled to four hundred thirteen (413) acre feet of water from the District Entitlement, for each full water year during the existence of this Agreement pursuant to the terms and conditions set forth herein. The entitlement granted herein is in addition to any and all rights of the Buyer under the November 1992 Contract (212 acre feet per year) and the March 1972 Contract (475 acre feet per year) but is not in addition to any rights that the Buyer may have under the July 1992 Contract. District and Buyer agree that this Agreement shall operate to extinguish any rights of Buyer under the July 1992 Contract, the February 2004 Assignment, and the January 2006 Assignment. For purposes of this Agreement, a water year is determined to be the period commencing October 1st and ending September 30th of the succeeding year.

2. Paragraph 4 of the Agreement shall hereafter be and read as follows:

4. The entitlement that is the subject of this Agreement shall be used solely on real property located within the boundaries of Buyer and only in conjunction with those land uses permitted on said real property by the land use and zoning plans and ordinances of the County of San Luis Obispo. Any use of the entitlement in conjunction with land uses which are not permitted by the said land use and zoning plans and ordinances of the said County shall constitute a breach of this Agreement and Buyer's right to the entitlement provided hereunder shall terminate.

3. Exhibit A to the Agreement is hereby removed in its entirety.

4. Except as expressly modified by this Amendment No. 1, all terms and provisions of the Agreement shall remain in full force and effect.

5. This Amendment No. 1 shall become effective immediately upon execution by both parties.

IN WITNESS WHEREOF,

**SAN LUIS OBISPO COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**


By: _____ Date: _____
Chairperson of the Board
San Luis Obispo County Flood Control and
Water Conservation District
State of California

ATTEST:

By: _____ Date: _____
County Clerk and Ex-Officio Clerk of the
Board of Supervisors, San Luis Obispo County
Flood Control and Water Conservation District
State of California

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By:  _____ Date: April 11, 2023
Deputy County Counsel

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

By: _____ Date: _____
President of the Board
Heritage Ranch Community Services District
State of California

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____ Date: _____
District Counsel

ATTEST:

By: _____ Date: _____

EXHIBIT A - CONTRACT FOR SUPPLY OF NACIMIENTO WATER

CONTRACT FOR SUPPLY OF NACIMIENTO WATER

This Contract for Supply of Nacimiento Water ("**Agreement**") is entered into by and between the San Luis Obispo County Flood Control and Water Conservation District, a public entity duly established under the laws of the State of California ("**District**"), and Heritage Ranch Community Services District ("**Buyer**").

RECITALS

A. The District and the Monterey County Flood Control and Water Conservation District, now the Monterey County Water Resources Agency, made and entered into an agreement dated October 19, 1959 ("**Master Contract**"), which agreement assures the District a perpetual supply of 17,500 acre feet of water from the Nacimiento Reservoir per year ("**District Entitlement**");

B. The District has reserved 1,100 acre feet of the District Entitlement for use within the community of Heritage Ranch per year;

C. On or about March 20, 1972, the District and the Heritage Ranch and Cattle Corporation, a California corporation ("**HRC Corporation**"), made and entered into a Contract for a Water Supply pursuant to which the District agreed to make four hundred seventy five (475) acre feet of the District Entitlement perpetually available to the HRC Corporation per year pursuant to the terms and conditions set forth therein ("**March 1972 Contract**");

D. The HRC Corporation subsequently assigned all of its interest in the March 1972 Contract to Six Corporation, a California corporation ("**Six Corporation**"), and Six Corporation assumed all of the terms, conditions and obligations under the March 1972 Contract;

E. Six Corporation subsequently assigned all of its interest in the March 1972 Contract to San Luis Obispo County Service Area No. 19 ("**CSA No. 19**"), a County Service Area within San Luis Obispo County established in accordance with Section 25210 *et seq.* of the Government Code, and CSA No. 19 assumed all of the terms, conditions and obligations under the March 1972 Contract;

F. On or about May 23, 1989, CSA No. 19 was dissolved and the Buyer was formed and succeeded to all rights, interests and obligations of CSA No. 19 under the March 1972 Contract;

G. On or about January 30, 1981, the District and Six Corporation made and entered into a Contract for a Water Supply pursuant to which the District agreed to make an additional six hundred twenty five (625) acre feet of the District Entitlement perpetually available to Six Corporation pursuant to the terms and conditions set forth therein ("**January 1981 Contract**");

H. In or about 1992, Six Corporation filed for bankruptcy, and the 1981 Contract was terminated as part of the bankruptcy proceeding;

I. On or about July 22, 1992, the District and American Universal Insurance Company, a Rhode Island corporation in receivership, by and through Nancy J. Meyer, its Receiver (“**AUIC**”), the beneficiary of deeds of trust on substantially all of Six Corporation’s real property, made and entered into a Contract for Reservation of Water Supply pursuant to which District agreed to make four hundred thirteen (413) acre feet of the six hundred twenty five (625) acre feet per year of District Entitlement that was the subject of the January 1981 Contract available to AUIC for twenty (20) years subject to a ten (10) year extension option in accordance with the terms and conditions set forth therein; (“**July 1992 Contract**”);

J. On or about September 1, 1998, Charles R. Cohen, Director, State of Arizona, Department of Insurance, as Receiver for Diamond Benefits Life Insurance Company (“**DBLIC**”), succeeded to all of AUIC’s interest in and to the real property that was subject of the July 1992 Contract;

K. On or about August 27, 2002, the District, DBLIC, H.R. Holdings, LLC, a California limited liability company (“**H.R. Holdings**”), and John E. King and Carole D. King (**collectively, “King**”) made and entered into an Agreement to Assign Contract for Reservation of Water Supply pursuant to which DBLIC assigned all of its rights under the July 1992 Contract to H.R. Holdings and King, and H.R. Holdings and King jointly and severally assumed all obligations under the July 1992 Contract (“**August 2002 Assignment**”);

L. On or about February 24, 2004, the District, H.R. Holdings, King and Buyer entered into an Assignment of Reservation of Water Supply pursuant to which H.R. Holdings and King assigned ninety eight (98) of the total four hundred thirteen (413) acre feet per year that was the subject of the July 1992 Contract and the August 2002 Assignment to Buyer, and Buyer assumed all obligations under the July 1992 Contract with respect to said ninety eight (98) acre feet (“**February 2004 Assignment**”).

M. On or about January 24, 2006, the District, H.R. Holdings, King and Buyer entered into an Assignment of Reservation of Water Supply pursuant to which H.R. Holdings and King assigned an additional one hundred four (104) of the total four hundred thirteen (413) acre feet per year that was the subject of the July 1992 Contract and August 2002 Assignment to Buyer, and Buyer assumed all obligations under the July 1992 Contract with respect to said one hundred four (104) acre feet (“**January 2006 Assignment**”);

N. The July 1992 Contract was never extended;

O. On or about November 19, 1992, District and Buyer entered into a Contract for the Sale of Nacimientto Water pursuant to which District agreed to make the remaining two hundred twelve (212) of the six hundred twenty five (625) acre feet per year of the District

Entitlement that was the subject of the 1981 Contract available to Buyer (“November 1992 Contract”);

P. Notwithstanding the above, the District and Buyer wish to ensure that Buyer has a perpetual entitlement to the water assigned to it under the February 2004 Assignment (98 acre feet per year) and the January 2006 Assignment (104 acre feet per year).

NOW, THEREFORE, it is hereby mutually agreed by the parties hereto as follows:

AGREEMENT

1. Buyer is entitled to two hundred two (202) acre feet of water from the District Entitlement, for each full water year during the existence of this Agreement pursuant to the terms and conditions set forth herein. The entitlement granted herein is in addition to any and all rights of the Buyer under the November 1992 Contract (212 acre feet per year) and the March 1972 Contract (475 acre feet per year) but is not in addition to any rights that the Buyer may have under the July 1992 Contract. District and Buyer agree that this Agreement shall operate to extinguish any rights of Buyer under the July 1992 Contract, the February 2004 Assignment and the January 2006 Assignment. For purposes of this Agreement, a water year is determined to be the period commencing October 1st and ending September 30th of the succeeding year.

2. Regardless of the cause, in any year in which a water shortage may occur such that the total quantity of water available to the District for distribution to Buyer and the various other buyers is less than the total of all quantities contracted for by Buyer and the various other buyers, the District shall apportion to Buyer a pro rata share of the available water based on the proportion that the Buyer’s entitlement has to the total of all such entitlements.

In the event that such a water shortage occurs, no liability shall accrue against the District or any of its officers, agents, or employees for any damage, direct or indirect, arising from such shortage.

The District shall give Buyer written notice as far in advance as possible of any such reduction in water entitlement.

3. The entitlement provided to Buyer by this Agreement shall forever remain a licensed and permitted right subject to the conditions provided herein and shall not ripen into a vested right for any reason whatsoever.

4. The entitlement that is the subject of this Agreement is currently being used solely and shall continue to be used solely for the developed subdivisions of Tracts 1910 and 1990 which are real property located within the boundaries of the service area of the Buyer and which were recorded in the Official Records of the County of San Luis Obispo on April 18, 2003, June 23, 2003, and December 23, 2004 (Certificate sheets attached as Exhibit A and incorporated herein by this reference). Said entitlement has been and shall continue to be used solely and only

in conjunction with those land uses permitted on said real property by the land use and zoning plans and ordinances of the County of San Luis Obispo. Any use of said entitlement in conjunction with land uses which are not permitted by the said land use and zoning plans and ordinances of the said County shall constitute a breach of this Agreement and Buyer's right to the said water entitlement provided hereunder shall terminate.

5. The annual payment for said entitlement shall be a sum equal to that price per acre foot currently established by the District or as such price may be re-established by District from time to time, multiplied by the full entitlement provided Buyer by this Agreement.

It is understood and agreed that Buyer must pay each and every payment provided for herein whether or not Buyer actually takes or uses any water during any particular water year.

The District retains the right from time to time to unilaterally raise or lower the price per acre foot for the entitlement provided hereunder and any District resolution to such effect shall constitute an amendment to this Agreement.

Payment hereunder shall commence on October 1st and shall subsequently become due each April 1st and October 1st thereafter. Each payment shall be one-half of the annual payment and shall be paid to the District in advance for each future semi-annual water entitlement.

6. Buyer shall make all payments required hereby on or before the date such payments become due. Interest shall accrue at the rate of one percent (1%) per month on any overdue payments.

7. In the event any payment required hereunder remains unpaid for a period of ninety (90) days, the District, at its discretion, may suspend said entitlement of water and may physically interrupt the delivery of said water until full payment for all amounts due hereunder has been made to the District. Should any said payment remain unpaid for a period of one (1) year, all water entitlement established by this Agreement shall terminate and without right of re-establishment hereunder. Such interruption or termination shall not relieve Buyer of its obligations to pay any amounts due and owing to the District.

8. The delivery of the water entitlement to Buyer has been and shall continue to be by means of facilities provided by Buyer and approved by the San Luis Obispo County Engineer. All water made available by such facilities shall be considered to be water having originated from that portion of the District Entitlement provided to Buyer by this Agreement, and no more than the amount entitled hereby shall be delivered by said facilities during any given water year.

9. Water furnished by said facilities has been and shall continue to be metered in a manner approved by the San Luis Obispo County Engineer at locations which have been mutually agreed upon by the parties. The metering equipment has been and shall continue to be maintained by Buyer in good working order at all times; and all costs of said equipment,

including the installation, operation, maintenance, repair, and replacement thereof shall be borne by Buyer.

Water supply and metering facilities will be inspected from time to time as deemed necessary by the San Luis Obispo County Engineer. The cost of said inspections will be paid by Buyer. Charges for periodic inspections may be included in the semi-annual payments for the entitlement granted hereunder.

Buyer has been and shall continue to maintain complete records for twelve (12) months of each year indicating the amounts of said water being delivered by Buyer's facilities and used on the real property identified in Section 4 of this Agreement, and these records shall be transmitted to the District with each semi-annual payment.

Any failure by Buyer to maintain said metering equipment to the satisfaction of the San Luis Obispo County Engineer, and any other breach of conditions provided herein, upon written notification of such failure or breach, shall, for the purposes of remedy, be treated as herein provided for overdue payments.

10. Buyer acknowledges and agrees that the water delivered under the terms of this Agreement will be furnished to the Buyer untreated, that the District makes no guarantee, express or implied, as to the quality of water to be delivered hereunder, and that Buyer takes all said water "as-is." Use of said water for domestic purposes is subject to the approval of the San Luis Obispo County Department of Public Health.

11. Buyer hereby grants to the District and its agents the unrestricted right of access to real property within Buyer's service area to: (a) inspect said metering equipment from time to time to determine the accuracy thereof, (b) inspect the use being made of the water which is the subject of this entitlement and, (c) interrupt and terminate the delivery of water as provided herein.

12. Buyer acknowledges and agrees that this Agreement is subject to the obligations and limitations imposed on District by the Master Contract and all existing and future amendments thereto. The Buyer further agrees that the District's right to enter into amendments to the Master Contract is not restricted or impaired in any way by this Agreement.

13. The use of either party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

14. Any waiver at any time by either party hereto of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default, or matter.

15. All notices that are required either expressly or by implication to be given by either party to the other under this Agreement shall be deemed to have been given and delivered personally if enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail. Unless and until formally notified otherwise, all notices shall be addressed to the parties at their address as shown below:

Buyer:

Heritage Ranch Community Services District
Attn: John D'Ornellas, Manager
4870 Heritage Road
Paso Robles, CA 93446

District:

Public Works Director
Public Works Department
San Luis Obispo County Flood Control and Water Conservation District
County Government Center, Room 206
San Luis Obispo, California 93408

16. Buyer shall defend, indemnify, and save the District and its officers, agents, and employees harmless from any and all claims, demands, liability, costs, expenses, damages, causes of action, and judgments which might arise against the District because of the quality or quantity of water made available to Buyer under the terms of this Agreement, or which might in any manner arise out of this Agreement or be occasioned by the performance or attempted performance of the provisions hereof, including, but not limited to any act or failure to act on the part of Buyer or of agents, employees, or independent contractors directly responsible to Buyer.

17. This Agreement shall not be assigned by Buyer.

18. This Agreement may be amended only by mutual written agreement properly executed by the District and Buyer.

19. This Agreement shall become effective immediately upon execution by both parties and shall remain in effect at all times thereafter unless terminated as provided herein or unless the Master Contract is terminated, in which case this Agreement shall automatically terminate upon termination of the Master Contract.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF,

**SAN LUIS OBISPO COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By: Debbie Arnold
Chairperson of the Board
San Luis Obispo County Flood Control and
Water Conservation District
State of California

Date: March 24, 2015

ATTEST:

By: **TOMMY GONG**
County Clerk and Ex-Officio Clerk of the
Board of Supervisors, San Luis Obispo County
Flood Control and Water Conservation District
State of California
By: Judy Cunniff
Deputy Clerk

Date: March 24, 2015

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: [Signature]
Deputy County Counsel

Date: 2-10-15

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

By: Anthony Schute
President of the Board
Heritage Ranch Community Services District
State of California

Date: 2-19-15

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]
District Counsel

Date: 3-3-15

ATTEST:

By: [Signature]

Date: 2-25-15

**EXHIBIT A
TRACT MAP(S)**

OWNER'S STATEMENT

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE OWNERS OF AND ALL INTERESTS IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION AND PROJECT SHOWN ON THIS MAP, AND THAT EACH OF US DOES HEREBY CONSENT TO THE FILING AND/OR RECORDING OF THIS MAP, AND THAT EACH OF US DOES HEREBY CONSENT TO THE FILING AND/OR RECORDING OF ALL WATER WELLS, WATER LINES, ACCESS, EASEMENTS, CONVEYANCES, RIGHTS, AND INTERESTS RESERVED TO OURSELVES, OUR HEIRS, AND ASSIGNS FOR THE USE AND BENEFIT OF THE SUBDIVISION, EASEMENTS FOR PUBLIC UTILITY PURPOSES OVER ALL DEDICATED STREETS AND AS DELINEATED ON SAID MAP AS "PUBLIC UTILITY EASEMENT" OR "P.U.E."

WE HEREBY RESERVE TO OURSELVES OUR HEIRS AND ASSIGNS THAT CERTAIN PRIVATE EASEMENTS FOR MINING AND EXTRACTION OF SAND, GRAVEL, AND BASE MATERIAL AND THE RIGHTS OF EASEMENT RESERVED FOR THE BENEFIT OF THE LEASE HOLDER OF THE AGRICULTURE LEASE PER INSTRUMENT NO. 2003-028055 OF OFFICIAL RECORDS AND LOT 7 OF TRACT 1094, UNIT 1 PER 13 M.B. 38.

WE RESERVE IN PERPETUITY LOT 51 AND LOT 52 AS COMMON OPEN SPACE AS THIS MAP, AND THAT EACH OF US DOES HEREBY CONSENT TO THE FILING AND/OR RECORDING OF THIS MAP, AND THAT EACH OF US DOES HEREBY CONSENT TO THE FILING AND/OR RECORDING OF ALL WATER WELLS, WATER LINES, ACCESS, EASEMENTS, CONVEYANCES, RIGHTS, AND INTERESTS RESERVED TO OURSELVES, OUR HEIRS, AND ASSIGNS FOR THE USE AND BENEFIT OF THE SUBDIVISION, EASEMENTS FOR PUBLIC UTILITY PURPOSES OVER ALL DEDICATED STREETS AND AS DELINEATED ON SAID MAP AS "PUBLIC UTILITY EASEMENT" OR "P.U.E."

WE HEREBY RESERVE TO OURSELVES OUR HEIRS AND ASSIGNS THAT CERTAIN PRIVATE EASEMENTS FOR MINING AND EXTRACTION OF SAND, GRAVEL, AND BASE MATERIAL AND THE RIGHTS OF EASEMENT RESERVED FOR THE BENEFIT OF THE LEASE HOLDER OF THE AGRICULTURE LEASE PER INSTRUMENT NO. 2003-028055 OF OFFICIAL RECORDS AND LOT 7 OF TRACT 1094, UNIT 1 PER 13 M.B. 38.

TRUSTEES STATEMENT

BAR N, INC., A CALIFORNIA CORPORATION, TRUSTEE UNDER A DEED OF TRUST RECORDED MARCH 21, 2003, AS DOCUMENT NO. 2003-028055 OF OFFICIAL RECORDS

ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF SAN LUIS OBISPO } s.s.
ON MARCH 21 2003, BEFORE ME, Renée H. Hebert,
CAROLE D. KING, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND THAT BY THEIR SIGNATURES ON THE INSTRUMENT THE PERSONS, OR THE ENTIRETY UPON BEHALF OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT.

Renée H. Hebert
NOTARY SIGNATURE
NAME PRINTED
COUNTY OF SAN LUIS OBISPO, CA.
March 21, 2003
NOTARY EXPIRES

BOARD OF SUPERVISOR'S STATEMENT

I, DO HEREBY STATE THAT THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN LUIS OBISPO, CALIFORNIA, HAS REVIEWED THE MAP AND THE PROVISIONS OF THE SUBDIVISION MAP ACT, AND THE OFFERS OF DEDICATION SHOWN HEREON FOR ALL STREETS SHOWN ON THIS MAP AND ALSO TEMPORARY CONSTRUCTION, DRAINAGE, AND SLOPE PURPOSES WERE RECEIVED WITHOUT PREJUDICE.

John E. King
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF SAN LUIS OBISPO,
STATE OF CALIFORNIA
DATE 4/16/03

UNPLOTTABLE EASEMENTS

THERE EXISTS A BLANNET EASEMENT FOR HORSEBACK RIDING TO H.R.O.A. PER 1600 O.R. 635. THERE EXISTS AN UNPLOTTABLE INGRESS-EGRESS EASEMENT TO MONTEREY CO. FLOOD CONTROL WATER CONSERVATION DISTRICT PER 1707 O.R. 403.

ACKNOWLEDGMENT

COUNTY OF CALIFORNIA }
COUNTY OF SAN LUIS OBISPO } s.s.
ON MARCH 21 2003, BEFORE ME, Renée H. Hebert,
A NOTARY PUBLIC FOR THE STATE OF CALIFORNIA, PERSONALLY APPEARED John E. King AND Carole D. King, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES AND THAT BY THEIR SIGNATURES ON SAID MAP AS "PUBLIC UTILITY EASEMENT" OR "P.U.E." THEY INTEND TO CONVEY TO THE COUNTY OF SAN LUIS OBISPO, OR THE ENTITY UPON BEHALF OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT.

Renée H. Hebert
NOTARY SIGNATURE
NAME PRINTED
COUNTY OF CALIFORNIA,
STATE OF CALIFORNIA
DATE 3/20/03

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436, SUBSECTION (6-3-A-1) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING HOLDERS OF INTERESTS IN THE SUBDIVISION MAP INTEREST CANNOT RIPEN IN A FEE TITLE & SAID SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY.
MONTEREY COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, HOLDER OF AN EASEMENT FOR HORSEBACK RIDING PER INSTRUMENT NO. 1977, IN BOOK 084 OF OFFICIAL RECORDS AT PAGE 528; HOLDER OF AN EASEMENT FOR INGRESS AND EGRESS PURPOSES PER THE DOCUMENT RECORDED JANUARY 28, 1973, IN BOOK 1707 OF OFFICIAL RECORDS AT PAGE 403
THE COUNTY OF SAN LUIS OBISPO, HOLDER OF AN EASEMENT FOR HIGHWAY PURPOSES PER INSTRUMENT RECORDED APRIL 13, 1980, IN BOOK 1059 OF OFFICIAL RECORDS AT PAGE 324;
HERITAGE RANCH COMMUNITY SERVICES DISTRICT, SUCCESSOR IN INTEREST TO THE COUNTY OF SAN LUIS OBISPO, HOLDER OF AN EASEMENT FOR WATER LINE PURPOSES PER INSTRUMENT RECORDED APRIL 13, 1980, IN BOOK 1059 OF OFFICIAL RECORDS AT PAGE 324;
HERITAGE RANCH AND 63116 COMPANY, INC., A CALIFORNIA CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITY PURPOSES PER THE DOCUMENT RESERVED IN THE DEED RECORDED JUNE 11, 1973, IN BOOK 1728 OF OFFICIAL RECORDS AT PAGE 600
HERITAGE RANCH OWNERS ASSOCIATION, A CALIFORNIA NON-PROFIT CORPORATION, HOLDER OF AN EASEMENT FOR HORSEBACK RIDING PURPOSES PER INSTRUMENT RECORDED JANUARY 8, 1978, IN BOOK 1813 OF OFFICIAL RECORDS AT PAGE 240
GEORGE PALMER, HOLDER OF A LEASE PER THE DOCUMENT RECORDED MARCH 21, 2003, AS DOCUMENT NO. 2003-028055 OF OFFICIAL RECORDS
PURSUANT TO SECTION 66436, SUBSECTION (6-3-C) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING HOLDERS OF INTERESTS IN THE SUBDIVISION MAP INTEREST CANNOT RIPEN IN A FEE TITLE & SAID SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY.
CARLA LEE DAVINES, HOLDER OF MINERAL RIGHTS AS RESERVED IN THE DEED RECORDED SEPTEMBER 17, 1971, IN BOOK 1032 OF OFFICIAL RECORDS AT PAGE 636.

ENGINEER'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF JOHN KING IN JANUARY 2003. I HEREBY STATE THAT I AM A LICENSED PROFESSIONAL ENGINEER AND THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

Steven J. Salvester
PROFESSIONAL ENGINEER
STATE OF CALIFORNIA
EXPIRES 3/31/07
DATE

COUNTY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE ANNEXED MAP, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE SUBDIVISION MAP ACT AND THE SAN LUIS OBISPO COUNTY CODE HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

Glen L. Proddy
COUNTY SURVEYOR
STATE OF CALIFORNIA
EXPIRES 6/30/03
DATE

RECORDER'S STATEMENT

FILED THIS 16th DAY OF APRIL 2003, AT 8:00 A.M. IN BOOK 52 OF MAPS AT PAGE 111, AT THE REQUEST OF STEVEN J. SALVESTER.
DOCUMENT NO. 2003-040103
FEE: \$28.00
I, Deborah J. Galt
COUNTY RECORDER

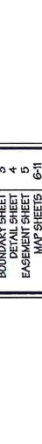
THE FOLLOWING DOCUMENTS WERE RECORDED CONCURRENTLY WITH THIS MAP.

CGM'S PER DOCUMENT NO. 2003-040103
EASEMENT AGREEMENT PER DOC. NO. 2003-040103
RECORDERS DISCLAIMER

THE TABULATION LISTING AND NUMBERING OF ANY SEPARATE DOCUMENTS AUTHORIZED TO BE RECORDED CONCURRENTLY WITH THE MAP HAVE BEEN PROVIDED BY THE SUBDIVIDER OR LOCAL AGENCY APPROVING THE MAP. THE COUNTY RECORDER MAKES NO REPRESENTATIONS AS TO THE ACCURACY OF THE TABULATION LISTING AND NUMBERING OF ANY SEPARATE DOCUMENTS REFERRED TO ON THIS MAP.

TRACT 1910, PHASE I

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA
BEING TRACT 1910 OF TRACT 1063 PER THE MAP RECORDED IN BOOK 13 OF MAPS AT PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY



SHEET 1 OF 11 SHEETS
FATCO SLO 134671 U

SHEET INDEX

NAME	SHEET
CERTIFICATE SHEET	1
BOUNDARY SHEET	2
DETAIL SHEET	3
EASEMENT SHEET	4
MAP SHEETS	5-11

OWNER'S STATEMENT

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE OWNERS OF AND ALL RECORDS OF THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION AND PROJECT TITLE INTEREST IN THE REAL PROPERTY OF US DOES HEREBY CONSENT TO THE FILING AND/OR RECORDBACK OF THIS MAP.

WE HEREBY RESERVE TO OURSELVES, OUR HEIRS, AND ASSIGNS FOR THE USE AND BENEFIT OF THE SEVERAL PUBLIC UTILITY COMPANIES WHICH ARE AUTHORIZED TO SERVE THE PUBLIC THE RIGHTS OF EGRESS AND REGRESS OVER AND THROUGH ALL OUR STREETS AND AS DELINEATED ON SAID MAP AS "PUBLIC UTILITY EASEMENT" OR "P.U.E."

WE ALSO RESERVE TO OURSELVES OUR HEIRS AND ASSIGNS THOSE CERTAIN PRIVATE ACCESS AND DRAINAGE EASEMENTS FOR THE USE AND BENEFIT OF THE PRESENT OR FUTURE OWNERS OF THE LOTS AFFECTED BY SUCH EASEMENTS AS DELINEATED ON SAID MAP.

John E. King
JOHN E. KING
CAROLINA, KING

TRUSTEES STATEMENT
BAR K, INC., A CALIFORNIA CORPORATION, TRUSTEE UNDER A DEED OF TRUST RECORDED MARCH 14, 2003, AS DOCUMENT NO. 2003-022286 OF OFFICIAL RECORDS

James J. McManis
JAMES J. MC MANIS
NOTARY PUBLIC

ACKNOWLEDGMENT
STATE OF CALIFORNIA } S.S.
COUNTY OF SAN LUIS OBISPO

ON May 27 2003, BEFORE ME, Patricia L. Emerson, a Notary Public for the State of California, Personally Known to Me (or Proved to Me on the Basis of Satisfactory Evidence) to Be the Persons Whose Names Are Herein Shown, and Who Executed the Same in Their Authorized Capacities and That by Their Signatures on the Instrument the Persons, or the Entity Upon Behalf of Which the Persons Acted, Executed the Instrument.

Patricia L. Emerson
PATRICIA L. EMERSON
NAME PRINTED
COUNTY OF SAN LUIS OBISPO, CA. DECEMBER 6, 2003
NOTARY EXPIRES
11/19/04
NOTARY COMMISSION NUMBER

BOARD OF SUPERVISOR'S STATEMENT
I DO HEREBY STATE THAT THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, DO, ON JULY 27, 2003, APPROVE AND CONSENT TO THE FILING OF THIS MAP WITH THE PROVISIONS OF THE SUBDIVISION MAP ACT, AND THE OFFERS OF DEDICATION SHOWN HEREON FOR ALL STREETS SHOWN ON THIS MAP AND ALSO DEDICATE TO THE PUBLIC THE EASEMENTS FOR DRAINAGE, AND SLOPE PURPOSES HERE RELECTED WITHOUT PREJUDICE.

Julie L. Rodewald
JULIE L. RODEWALD
CLERK OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SAN LUIS OBISPO,
Julie L. Rodewald
DATE 6/19/03

ACKNOWLEDGMENT
STATE OF CALIFORNIA } S.S.
COUNTY OF CONTRA COSTA

ON May 17 2003, BEFORE ME, A. Murthy, a Notary Public for the State of California, Personally Known to Me (or Proved to Me on the Basis of Satisfactory Evidence) to Be the Persons Whose Names Are Herein Shown, and Who Executed the Same in Their Authorized Capacities and That by Their Signatures on the Instrument the Person, or the Entity Upon Behalf of Which the Person Acted, Executed the Instrument.

A. Murthy
A. MURTHY
NAME PRINTED
COUNTY OF CONTRA COSTA. 4-16-2006
NOTARY EXPIRES
1351614
NOTARY COMMISSION NUMBER

SIGNATURE OMISSIONS
PURSUANT TO SECTION 86436, SUBSECTION (b)-(3)-(4) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING EASEMENT HOLDERS HAVE BEEN OMITTED, REQUIRED BY THE GOVERNING BODY.

HERITAGE RANCH COMMUNITY SERVICES DISTRICT, SUCCESSOR IN INTEREST TO THE HERITAGE RANCH COMMUNITY SERVICES DISTRICT, REGISTERED AS AN EASEMENT FOR PUBLIC UTILITY PURPOSES PER THE DOCUMENT RECORDED JULY 27, 1972, IN BOOK 1880 OF OFFICIAL RECORDS AT PAGE 534; HOLDER OF AN EASEMENT FOR ROAD PURPOSES PER THE DOCUMENT RECORDED SEPTEMBER 10, 1974, IN BOOK 906 OF OFFICIAL RECORDS AT PAGE 570; HOLDER OF AN EASEMENT FOR ACCESS ROAD AND WATER LINE PURPOSES PER THE DOCUMENT RECORDED OCTOBER 29, 1975, IN BOOK 1860 OF OFFICIAL RECORDS AT PAGE 540; HOLDER OF AN EASEMENT FOR WATER LINE PURPOSES PER THE DOCUMENT RECORDED APRIL 18, 2003, AS INSTRUMENT NO. 2003-040103

HERITAGE RANCH AND CATTLE COMPANY, INC., A CALIFORNIA CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITY PURPOSES PER THE DOCUMENT RESERVED IN THE HERITAGE RANCH OWNERS ASSOCIATION, A CALIFORNIA NON-PROFIT CORPORATION, REGISTERED AS AN EASEMENT FOR PUBLIC UTILITY PURPOSES PER THE DOCUMENT RECORDED JULY 27, 1972, IN BOOK 1880 OF OFFICIAL RECORDS AT PAGE 633

PURSUANT TO SECTION 86436, SUBSECTION (b)-(3)-(c) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING HOLDERS OF INTERESTS IN, OR RIGHTS IN, OR RIGHTS OF USE OF, THE FOLLOWING REAL PROPERTY HAVE BEEN OMITTED, AS THEIR INTEREST CANNOT BE OPEN IN A FEE TITLE & SAID SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY.

CARLA LEE DAVRES, HOLDER OF MINERAL RIGHTS AS RESERVED IN THE DEED RECORDED SEPTEMBER 17, 1971, IN BOOK 1632 OF OFFICIAL RECORDS AT PAGE 636.

ENGINEER'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF JOHN KING IN JANUARY, 2003. I HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF CALIFORNIA AND THAT I AM THE DESIGNER OF THIS MAP AND THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE APPROVED TENTATIVE MAP AND THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

Steven J. Sylvester
STEVEN J. SYLVESTER
REGISTERED PROFESSIONAL ENGINEER
29743
Exp. 3/31/07
CIVIL
STATE OF CALIFORNIA

DATE 6-18-03
EXP. 3/31/07

COUNTY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE ANNEKED MAP, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF AND THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE HAVE BEEN FULLY COMPLIED WITH AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

Glen L. Proddy
GLEN L. PRODDY
L.S. 5771
Exp. 6/30/03

RECORDER'S STATEMENT

FILED THIS 23rd DAY OF JULY, 2003, AT 8:00 AM, IN BOOK 23 OF MAPS AT PAGES 35-42, AT THE REQUEST OF STEVEN J. SYLVESTER.

DOCUMENT NO. 2003-06745
FEE: 423.00

Julie L. Rodewald
JULIE L. RODEWALD
COUNTY RECORDER

Gene G. Gorden
GENE G. GORDEN
PROPERTY RECORDERS

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TRACT 1910, PHASE 2

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

BEING A SUBDIVISION OF THE REMAINDER OF TRACT 1910, PHASE 1 AS SHOWN ON MAP NO. 2003-06745, A SUBDIVISION MAP ACT, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

NCE
NORTH COAST ENGINEERING, INC.
233 Ordway Rd Suite B, Paso Robles, CA 93427

SHEET 1 OF 8 SHEETS
FATCO SCS
944158-11

1

SEE MAP CORRECTION 2007-511417 of O.R.'s
SEE DECLARATION 2004-111419 of A.G.'s

OWNER'S STATEMENT

I, THE UNDERSIGNED, HEREBY STATE THAT I AM THE OWNER, OF AND ALL RECORD INTERESTS, OF THE PROPERTY HEREIN DESCRIBED, AND THAT I AM NOT PROVIDING ANY RECORDS TO THE PUBLIC FOR THIS MAP AND THAT I DO HEREBY CONSENT TO THE FILING AND/OR RECORDING OF THIS MAP AND THAT I HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE ALL RIGHTS, CLAIMS, AND INTERESTS IN THE PROPERTY HEREIN DESCRIBED FOR THE PURPOSES OF THIS MAP AND THAT I HEREBY RESERVE TO MYSELF, OUR HEIRS, AND ASSIGNS FOR THE USE AND BENEFIT OF THE PROPERTY HEREIN DESCRIBED, ALL RIGHTS, CLAIMS, AND INTERESTS IN THE PROPERTY HEREIN DESCRIBED FOR PUBLIC UTILITY PURPOSES OVER ALL DEDICATED STREETS AND AS DELINEATED ON SAID MAP AS "PUBLIC UTILITY EASEMENT" OR "P.U.E."

OWNER DOES HEREBY IRREVOCABLY AND IN PERPETUITY OFFER TO HERITAGE RANCH COMMUNITY SERVICE DISTRICT EASEMENTS FOR A PUBLIC WATER SYSTEM INCLUDING WATER MAINS AND RELATED APPURTENANCES, THE PURPOSE OF SAID BLANKET WATER EASEMENT SHALL INCLUDE INSTALLATION, OPERATION, INSPECTION, MAINTENANCE, AND REPLACEMENT OF PUBLIC WATER SYSTEM FACILITIES.

OWNER DOES HEREBY IRREVOCABLY AND IN PERPETUITY OFFER TO HERITAGE RANCH COMMUNITY SERVICE DISTRICT EASEMENTS FOR PUBLIC SEWER SYSTEM INCLUDING: SEWER LIFT STATIONS, GRABY AND FORCE SEWER MAINS, PUMP STATIONS, GENERATORS, AND RELATED APPURTENANCES, THE PURPOSE OF SAID BLANKET WATER EASEMENT SHALL INCLUDE INSTALLATION, OPERATION, INSPECTION, MAINTENANCE, AND REPLACEMENT OF PUBLIC SEWER SYSTEM FACILITIES.

I ALSO RESERVE TO OURSELVES, OUR HEIRS, AND ASSIGNS THE ACCESS EASEMENTS AS DELINEATED ON SAID MAP.

I ALSO RESERVE IN PERPETUITY LOTS 29-36 & 89-100 AS COMMON OPEN SPACE AS THIS LAND USE OR ZONING DISTRICT MAP IS BEING RECORDED AND THE HERITAGE RANCH COMMUNITY SERVICE DISTRICT EASEMENTS SHALL NOT BE DEDICATED TO DISCHARGE INTO THE PUBLIC WATER OR SEWER SYSTEMS, AND I OFFER TO DEDICATE OPEN SPACE EASEMENTS ON LOTS 29-36 & 89-100 TO THE PUBLIC.

Michelle Clark
KENNETH D. STOKES
VICE PRESIDENT, TRACT 1990, LLC
DATE 12/12/04

ACKNOWLEDGMENT

STATE OF NEVADA }
COUNTY OF WASHOE }
I, Michelle Clark, }
A NOTARY PUBLIC FOR THE STATE OF NEVADA, PERSONALLY APPEARED KENNETH D. STOKES, }
PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE }
AND THAT I HEREBY CERTIFY THAT THE INSTRUMENT DESCRIBED IN THESE OFFICIAL }
RECORDS WAS EXECUTED BY THE PERSONS WHOSE NAMES ARE SET FORTH THEREIN }
AND THAT BY THEIR SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON }
BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

Michelle Clark
NAME PRINTED
8-25-2008
ROTARY OFFICES

12-11-04

SIGNATURE OMISSIONS

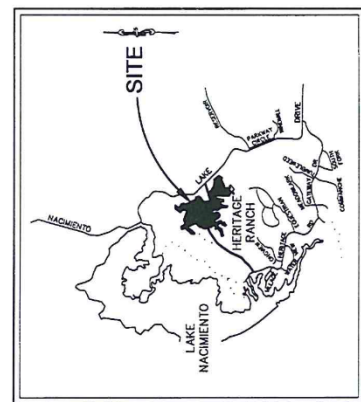
PURSUANT TO SECTION 6648, SUBSECTION (A-3-A-1) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING EASEMENT HOLDERS HAVE BEEN OMITTED, AS THEIR GOVERNING BODY, OPEN IN A FEE TITLE & SMO SIGNATURES ARE NOT REQUIRED BY THE MONTEREY COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, HOLDER OF AN EASEMENT FOR PUBLIC ROAD, HIGHWAY AND INCIDENTAL PURPOSES PER THE DEED RECORDED IN BOOK 13 OF OFFICIAL RECORDS AT PAGE 36, IN BOOK 1094, UNIT 1 PER THE COUNTY OF SAN LUIS OBISPO, HOLDER OF AN EASEMENT FOR ROAD AND INCIDENTAL PURPOSES PER THE DEED RECORDED JANUARY 5, 1977, IN BOOK 1847 OF OFFICIAL RECORDS AT PAGE 626, IN BOOK 1274, IN BOOK 1883 OF OFFICIAL RECORDS AT PAGE 626.

FIRST AMERICAN TITLE INSURANCE COMPANY, HOLDER OF AN EASEMENT FOR INGRESS, EGRESS, AND EGRESS PER THE DEED RECORDED JULY 6, 1974, IN BOOK 1233 OF OFFICIAL RECORDS AT PAGE 469.

THE HERITAGE RANCH OWNERS ASSOCIATION, HOLDER OF AN EASEMENT FOR EQUESTRIAN USE PER THE DEED RECORDED JANUARY 31, 1982, IN BOOK 1107 OF OFFICIAL RECORDS AT PAGE 635, AND HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES PER THE DEED RECORDED NOVEMBER 17, 1986, IN BOOK 1094, UNIT 1 PER THE COUNTY OF SAN LUIS OBISPO, HOLDER OF AN EASEMENT FOR ROAD AND INCIDENTAL PURPOSES PER THE DEED RECORDED JULY 8, 1974, IN BOOK 1094, UNIT 1 PER THE COUNTY OF SAN LUIS OBISPO, HOLDER OF AN EASEMENT FOR ROAD AND INCIDENTAL PURPOSES PER THE DEED RECORDED JANUARY 31, 1982, IN BOOK 1107 OF OFFICIAL RECORDS AT PAGE 635, AND HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES PER THE DEED RECORDED NOVEMBER 17, 1986, IN BOOK 1094, UNIT 1 PER THE COUNTY OF SAN LUIS OBISPO, HOLDER OF AN EASEMENT FOR ROAD AND INCIDENTAL PURPOSES PER THE DEED RECORDED JUNE 22, 1982, IN BOOK 2414 OF OFFICIAL RECORDS AT PAGE 240, AND HOLDER OF AN EASEMENT FOR POLE LINES AND INCIDENTAL PURPOSES PER THE DEED RECORDED JANUARY 7, 1983, IN BOOK 2458 OF OFFICIAL RECORDS AT PAGE 175.

THIS DEED, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES PER THE DEED RECORDED OCTOBER 13, 1986, IN BOOK 2663 OF OFFICIAL RECORDS AT PAGE 400.

SONIC CABLE TELEVISION, A CALIFORNIA CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES PER THE DEED RECORDED NOVEMBER 17, 1986, IN BOOK 1094, UNIT 1 PER THE COUNTY OF SAN LUIS OBISPO, HOLDER OF AN EASEMENT FOR ROAD AND INCIDENTAL PURPOSES PER THE DEED RECORDED JANUARY 27, 1998, AS INSTRUMENT NO. 1998-00973 OF OFFICIAL RECORDS AT PAGE 636, SUBSECTION (A-3-C) OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, INCLUDING BUT NOT LIMITED TO, OIL, GAS, OR OTHER HYDROCARBON SUBSTANCES AND MINERALS, INCLUDING BUT NOT LIMITED TO, OIL, GAS, OR OTHER HYDROCARBON SUBSTANCES AND MINERALS, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES PER THE DEED RECORDED SEPTEMBER 17, 1971, IN BOOK 1632 OF OFFICIAL RECORDS AT PAGE 636.



VICINITY MAP
NOT TO SCALE

ENGINEER'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HAVE PERSONALLY REVIEWED THE SURVEY DATA AND FOUND IT TO BE SUFFICIENT TO SUPPORT THE MAP AND THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS SHOWN THEREON. I HAVE REVIEWED THE INSTRUMENTS REFERENCE TO THIS MAP AND APPROVE OF THIS MAP AND AM SUFFICIENT TO ENABLE THE SAME TO BE RECORDED.



COUNTY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE ANNEXED MAP THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY CHANGES TO THE TENTATIVE MAP HAVE BEEN MADE IN ACCORDANCE WITH THE SUBDIVISION MAP ACT AND THE SAN LUIS OBISPO COUNTY CODE HAVE BEEN COMPLETED WITH AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

Glen L. Priddy
GLEN L. PRIDDY
C.S. 1371
EXP. 8/30/07
DATE 12/16/04

RECORDER'S STATEMENT

FILED THIS 23rd DAY OF December, 2004, AT 12:04 P.M., IN BOOK 25 OF MAPS AT PAGE 7-16, AT THE REQUEST OF REC. 1, INCORPORATED.

DATE 12/16/04
FILE # 26-00
JULIE L. ROSEWALD
CLERK OF THE BOARD OF SUPERVISORS
COUNTY RECORDER
DEPUTY RECORDER

BOARD OF SUPERVISOR'S STATEMENT

I DO HEREBY STATE THAT THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN LUIS OBISPO HAS REVIEWED THE MAP AND APPROVES THE MAP IN ACCORDANCE WITH THE MAP ACT, AND THE OFFERS OF DEDICATION SHOWN HEREON FOR LOTS 29-36 & 89-100 ARE ACCEPTED. THE EASEMENTS AND THE EASEMENTS FOR STORM DRAINAGE AND OTHER PURPOSES WERE RELEASED WITHOUT PREJUDICE.

JULIE L. ROSEWALD
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF SAN LUIS OBISPO
DATE 12/16/04
By: *C. McAndrews*
Deputy Clerk

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TRACT 1990-PHASE I

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF SAN LUIS OBISPO, BEING A SUBDIVISION OF A PORTION OF LOT 7 OF TRACT 1094, UNIT 1 PER MAP RECORDED IN BOOK 13 OF OFFICIAL RECORDS AT PAGE 36, IN BOOK 1094, UNIT 1 PER THE COUNTY OF SAN LUIS OBISPO, BEING A PORTION OF SECTION 22, T.25S., R.10E., M.D.B. 34.

TEC 1
100 Sheets
1000 Acres
No. 179
30-7000
No. 179
30-7000

SHEET 1 OF 10 SHEETS
FATCO S.O. 111419

SEE MAP CORRECTED 2004-11-03 F. Adams 2004-11-03-11415

OWNER'S STATEMENT

I, THE UNDERSIGNED, HEREBY STATE THAT I AM THE OWNER OF, AND ALL RECORD HOLDERS OF SECURITY INTEREST IN, AND ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION AND PROJECT DESCRIBED HEREIN, HAVE REVIEWED AND APPROVED THE SUBDIVISION MAP AND ALL RECORDS AND INSTRUMENTS PERTAINING TO THE SUBDIVISION AND PROJECT DESCRIBED HEREIN, AND I HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE ALL STREETS SHOWN ON THIS MAP AND ALSO DEDICATE TO THE PUBLIC THE RIGHTS OF WAY AND ALL USES INCIDENT THEREON. I HEREBY RESERVE TO MYSELF, OUR HEIRS, AND ASSIGNS FOR THE USE AND BENEFIT OF THE SEVERAL PUBLIC UTILITY COMPANIES AND AGENCIES THE RIGHT TO PLACE, MAINTAIN, OPERATE, REPAIR, REPLACE, AND MAINTAIN AND REPLACEMENT OF PUBLIC WATER SYSTEM FACILITIES AS PUBLIC UTILITY EASEMENT OR "P.U.E.".

OWNER DOES HEREBY IRREVOCABLY AND IN PERPETUITY OFFER TO HERITAGE RANCH COMMUNITY SERVICES DISTRICT A BLANKET WATER FACILITIES EASEMENT OVER ALL OPEN AREAS, AREAS, AND RELATED APPURTENANCES, THE PURPOSE OF SAID BLANKET WATER FACILITIES EASEMENT SHALL INCLUDE ACCESS, INSTALLATION, OPERATION, INSPECTION, MAINTENANCE AND REPLACEMENT OF PUBLIC WATER SYSTEM FACILITIES.

OWNER HEREBY DEDICATES LOT 176 TO HERITAGE RANCH COMMUNITY SERVICE DISTRICT FOR PURPOSES OF WATER STORAGE AND TRANSMISSION INFRASTRUCTURE RELATED TO PUBLIC WATER SYSTEM. WE RESERVE THE RIGHT TO RETAIN OWNERSHIP OF LOT 176 IF PUBLIC WATER SYSTEM FACILITIES, INCLUDING, BUT NOT LIMITED TO, WATER STORAGE TANKS, PUMP STATIONS, GENERATORS, AND RELATED APPURTENANCES, ARE LOCATED ON SAID LOT.

OWNER DOES HEREBY IRREVOCABLY AND IN PERPETUITY OFFER TO HERITAGE RANCH COMMUNITY SERVICE DISTRICT EASEMENTS FOR PUBLIC SEWER SYSTEM INCLUDING: SEWER LIFT STATIONS, GRANTY AND FORCE SEWER MAINS, PUMP STATIONS, GENERATORS, AND RELATED APPURTENANCES, AND ALL USES INCIDENT THEREON. I HEREBY RESERVE TO MYSELF, OUR HEIRS, AND ASSIGNS THE RIGHT TO PLACE, MAINTAIN, OPERATE, REPAIR, REPLACE, AND MAINTAIN AND REPLACEMENT OF PUBLIC SEWER SYSTEM FACILITIES.

OWNER ALSO RESERVE TO OURSELVES, OUR HEIRS, AND ASSIGNS THE ACCESS EASEMENTS AS DESCRIBED ON SAID MAP.

RESERVATION IS MADE IN THE LAND USE ELEMENTARY MAP OF THE COUNTY OF SAN LUIS OBISPO, CALIFORNIA, AND THE OFFERS OF DEDICATION SHOWN HEREON FOR LOTS 101, 102 & 237 TO THE PUBLIC.

ACKNOWLEDGMENT
 COUNTY OF NEVADA } s.s.
 A DEED PUBLIC FOR THE STATE OF NEVADA, PERSONALLY APPEARED KENNETH D. STOKES, PERSONALLY KNOWN TO ME (OR PROMOTED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND THAT BY THEIR SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

Michelle Claus
 NOTARY SIGNATURE
 SECURITY OF NEVADA, NV
 04-91962
 NOTARY COMMISSION NUMBER

Michelle Claus
 NAME PRINTED
 8-25-08
 NOTARY EXPIRES

Michelle Claus
 DATE

SIGNATURE OMISSIONS

PURSUANT TO SECTION 6643A, SUBSECTION (A)-(3)-(4) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING EASEMENT HOLDERS HAVE BEEN OMITTED AS THEIR INTEREST CANNOT REFER IN A FEE TITLE & SAID SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY. FLOOD CONTROL AND WATER CONSERVATION DISTRICT, HOLDERS OF AN EASEMENT FOR PUBLIC ROAD, HIGHWAY AND INCIDENTAL PURPOSES PER THE DEED RECORDED SEPTEMBER 10, 1957, IN BOOK 906 OF OFFICIAL RECORDS AT PAGE 579.

PACIFIC GAS AND ELECTRIC COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES PER THE DEED RECORDED JANUARY 9, 1975, IN BOOK 1817 OF OFFICIAL RECORDS AT PAGE 488.

PACIFIC BELL, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES PER THE DEED RECORDED JANUARY 7, 1985, IN BOOK 2459 OF OFFICIAL RECORDS AT PAGE 175.

FIRST AMERICAN TITLE INSURANCE COMPANY, HOLDER OF AN EASEMENT FOR INGRESS, EGRESS, PUBLIC UTILITIES AND INCIDENTAL PURPOSES RESERVED IN THE DOCUMENT RECORDED JULY 6, 1972, IN BOOK 1680 OF OFFICIAL RECORDS AT PAGE 506.

THE HERITAGE RANCH OWNERS ASSOCIATION, HOLDER OF AN EASEMENT FOR EQUESTRIAN USE AND INCIDENTAL PURPOSES PER THE DEED RECORDED JULY 27, 1972, IN BOOK 1680 OF OFFICIAL RECORDS AT PAGE 506.

HERITAGE RANCH, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES PER THE DEED RECORDED JANUARY 5, 1977, IN BOOK 1947 OF OFFICIAL RECORDS AT PAGE 376.

HERITAGE RANCH, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES PER THE DEED RECORDED JULY 27, 1972, IN BOOK 1680 OF OFFICIAL RECORDS AT PAGE 506.

ENGINEER'S STATEMENT

THIS MAP WAS PREPARED BY ME UNDER MY SUPERVISION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF KENNETH D. STOKES IN SEPTEMBER, 2004. I HEREBY STATE THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF CALIFORNIA AND THAT ALL POSITIONS INDICATED, OR WILL BE SET IN SUCH POSITIONS WITHIN ONE YEAR OF THE APPROVAL OF THIS MAP AND ARE SUFFICIENT TO EMBLE THE SURVEY TO BE RECORDED.

Arthur C. O'Connor, Jr.
 A.C.E. 32013
 EXP. 12/31/04
 DATE

COUNTY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE ANNEKED MAP THAT THE SUPERVISOR SUBMITTED TO THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN LUIS OBISPO AND THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

Gene L. Proddy
 L.S. 5171
 COUNTY SURVEYOR 6/23/07
 DATE

RECORDER'S STATEMENT

FILED THIS 23RD DAY OF December 2004, A 2:00 P.M., IN BOOK 25 OF MAPS AT PAGE 12-35, AT THE REQUEST OF REC. 1, INCORPORATED.
 DOCUMENT NO. 2004-111408
 FEE \$316.00

Julie L. Rodewald
 COUNTY RECORDER
 DATE 12/23/04

BOARD OF SUPERVISOR'S STATEMENT

I DO HEREBY STATE THAT THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN LUIS OBISPO HAS REVIEWED AND APPROVED THE SUBDIVISION MAP AND THE OFFERS OF DEDICATION SHOWN HEREON FOR LOTS 101, 102 & 237 TO THE PUBLIC. THE BOARD OF SUPERVISORS HAS REVIEWED THE MAP AND THE OFFERS OF DEDICATION SHOWN HEREON FOR LOTS 101, 102 & 237 TO THE PUBLIC AND HAS DETERMINED THAT THE MAP AND THE OFFERS OF DEDICATION SHOWN HEREON FOR LOTS 101, 102 & 237 TO THE PUBLIC ARE SUFFICIENT TO EMBLE THE SURVEY TO BE RECORDED WITHOUT PREJUDICE.

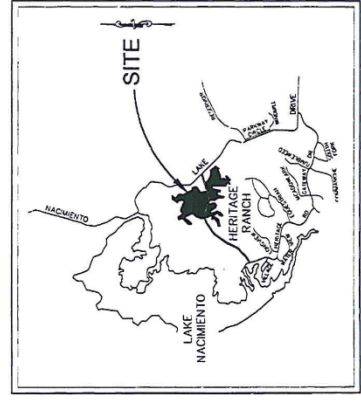
Shirley L. Rodewald
 COUNTY SUPERVISOR
 DATE 12/23/04

SHEET INDEX	
NAME.....	SHEET.....
CERTIFICATE SHEET.....
BOUNDARY SHEET.....
MAP SHEETS.....
SECOND MAP SHEET.....

TRACT 1990-PHASE 2

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF SAN LUIS OBISPO, BEING A SUBDIVISION OF A PORTION OF LOT 7 OF TRACT 1094, UNIT 1 PER MAP NO. 1990-00037A, AS SHOWN ON THE OFFICIAL RECORDS OF SAID COUNTY. THIS PORTION OF LOT 7 OF TRACT 1094 IS A PORTION OF SECTION 2, T.25S., R.10E., M.D.B. 6th.

TEC 1
 300 Square Feet (1/4 Acre, M & B)
 P. (70) 33-700; P. (70) 33-700



VICINITY MAP
 NOT TO SCALE

11

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

MEMORANDUM

TO: Board of Directors

FROM: Scott Duffield, General Manager

DATE: April 20, 2023

SUBJECT: Request to consider approval of a draft Development Agreement / Will Serve Commitment with Snug Harbor, and direct the General Manager in consultation with District Counsel to approve the project improvement plans and finalize and execute the agreement once all requirements of the agreement are satisfied.

Recommendation

It is recommended that the Board of Directors:

1. Approve a draft Development Agreement / Will Serve Commitment with Snug Harbor, and
2. Direct the General Manager in consultation with District Counsel to approve the project improvement plans and finalize and execute the agreement once all requirements of the agreement are satisfied.

Background

The will serve procedures are outlined in District Code of Ordinances (Code), Section 4.300. A will serve commitment by the District can only be made if there is adequate water supply, facilities, and capacity, and adequate waste water treatment, disposal, and collection capacity, or the applicant has entered into an agreement with the District to ensure they will be adequate.

Discussion

The applicant, Snug Harbor, LLC (Applicant), has submitted a request for a will serve letter for DRC2022-00142 (formerly DRC2019-00099). DRC2022-00142 (Project) is a proposal to construct a 6.6-acre storage facility for recreational vehicles and boats, including an 8,500-square-foot, two-story building that will house a check-in area, office, caretaker residence, and maintenance shop on the property. The Project is located across from the marina on the north side of Heritage Road.

One of San Luis Obispo County's conditions of approval for the Project is a final will serve letter from the District for water and sewer service. The final map or equivalent approval

can only be approved by the County if the Applicant receives a final will serve letter indicating the District is ready and able to provide water and sewer to the project.

The Applicant has submitted water and sewer improvement plans for the project which are ready to be approved. The District Engineer has determined that we have available water and sewer capacity to serve the Project, provided that Developer will construct certain water and sewer system improvements shown on the plans.

The draft Development Agreement identifies items that will need to be completed prior to starting the Work as well as prior to acceptance of the Project by the District.

Fiscal Considerations

The Applicant has entered into an agreement to reimburse the District for any and all District costs associated with the Project.

Results

Approval of the recommended actions will provide the Applicant an opportunity to start the work on the Project pursuant to the County of San Luis Obispo development process that once completed will provide the community with additional amenities.

Attachments: Draft Development Agreement / Will Serve Commitment
Improvement Plans

File: DRC2022-00142

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
IMPROVEMENT AGREEMENT
CONDITIONAL USE PERMIT DRC2022-00142 (SNUG HARBOR)**

THIS AGREEMENT is made as of _____, 2023, by and between Heritage Ranch Community Services District (“District”) and _____, (“Developer”), who agree as follows:

RECITALS

This Agreement is made with reference to the following background recitals:

a. Developer owns real property in the District described as DRC2020-00142, an approved Conditional Use Permit of approximately 6.6 acres located on the north side of Heritage Road opposite of the Heritage Ranch Owners Association Marina (the “Property”). A reference copy of the Conditional Use Permit exhibit/map is attached.

b. Developer plans to develop and construct a 6.6-acre storage facility for recreational vehicles and boats, including an 8,500-square-foot, two-story building that will house a check-in area, office, caretaker residence, and maintenance shop on the Property, commonly referred to as the Snug Harbor Project (the “Project”).

c. Developer has prepared a Conditional Land Use Permit (Permit) for the Project and will file that final Permit with the Board of Supervisors of the County of San Luis Obispo.

d. District has determined that it has available water and sewer capacity to serve the Project, provided that Developer will have to install and construct certain water and sewer system improvements, and perform other obligations as provided by this Agreement.

e. District wishes to ensure that Developer will construct the improvements covered by this Agreement in accordance with all applicable laws, statutes, ordinances, rules, and regulations in effect in the County of San Luis Obispo on the date on which those improvements are constructed.

COVENANTS

In consideration of the construction and dedication of improvements specified in this Agreement and the approval and acceptance of the final Permit by the Board of Supervisors of the County of San Luis Obispo, the parties agree as follows:

1. Plans and Specifications.

a. Developer, in consultation with District and the District Engineer, shall design and

prepare detailed plans, specifications, and drawings for the construction of off-site improvements necessary to provide water and sewer service to the Project, and shall submit them to District for approval. The required improvements include, but are not limited to the following:

- (1) Off-site water system, including water main, valves, hydrants, and service(s).
- (2) Off-site sewer system, including sewer main, manholes, and service lateral(s).
- (3) Verify if sewer lift station 5 and sewer lift station 2 have capacity and are currently capable of providing for the Project, and if not, then the Developer shall construct new sewer facilities or modify existing sewer facilities to do so.
- (4) Completion of engineering design of the improvements, including engineered plans, and wastewater disposal system hydrologic analysis.

b. The engineering, plans, specifications, and drawings must satisfy all District ordinances, resolutions, rules, regulations, policies, standards, and specifications, as well as all other local and state standards and requirements, whichever are most stringent. The plans, specifications, and drawings, when approved in writing by District and its engineer, shall become a part of this Agreement. The engineering and improvements as described on the approved plans, specifications, and drawings shall hereinafter be referred to as the "Work."

c. The Developer may modify the plans, specifications, and drawings for the Work prior to or during the course of construction, provided that any modification is approved in advance and in writing by the District.

2. Payment for District Services. Developer agrees to reimburse the District for all District costs for engineering, legal, and administrative services in connection with District's study and investigation of water and sewer service to the Project, plan review, inspection of construction, testing of improvements, and other costs incurred by District in the performance of its duties under this Agreement and otherwise in connection with providing water and sewer service to the Project. Payment shall be due within 30 days of receipt of an invoice.

3. Construction of Work.

a. Developer, at its sole cost and expense, shall furnish, construct, and install the Work, and, where necessary, pay the cost of acquiring land or rights-of-way necessary for the construction and installation of the Work. The construction shall be in accordance with the provisions of this Agreement; the approved plans, specifications, and drawings; District ordinances, resolutions, rules, regulations, policies, standards, and specifications; other federal, state, and local statutes, regulations, ordinances, codes, and other requirements; and standard construction practices.

b. Prior to commencing construction of any portion of the Work, Developer or its

contractor shall submit to District a written list of materials and supplies, in a form acceptable to District, showing the particular manufacturer and specifications of all materials and supplies proposed to be installed by Developer. The list of materials or supplies shall either be approved or disapproved by District. Only materials and supplies approved in advance by District shall be installed on the Work.

4. Licensed Contractor. The person or entity constructing the Work (“Contractor”) shall be licensed pursuant to the California Business and Professions Code to do the Work. There shall be no construction on the Work except by a Contractor approved by District. District may request evidence of qualifications that the Contractor has satisfactorily constructed other projects of like kind and magnitude and comparable difficulty.

5. Faithful Performance Guarantee. Developer has provided to District a non-revocable bond in the amount of \$91,000 for the improvements as a (“Performance Guarantee”). A copy of said bond is attached and is hereby made a part of this Agreement. The Performance Guarantee shall be for the purpose of insuring the proper and timely completion of the Work, including, design, construction, inspection, and administration.

a. The Developer promises and agrees to complete all improvement work referred to hereinabove to the satisfaction of the District on or before two years from the date of this Agreement. If said improvement work is not completed on or before said date, the Developer agrees that the District may elect to complete the same.

b. If the District shall elect to complete said work or improvement, then and in that event, the Developer agrees that (a) the District may at its option declare the letter of credit forfeited and utilize the proceeds, including any interest, to complete said improvements or (b) the District may complete said improvements and recover the full cost and expense thereof including reasonable attorney fees from the Developer and his surety.

c. In the event that Developer fails to complete the Work covered by the Performance Guarantee and District completes construction of the Work or any portion of it, Developer and its surety under the Performance Guarantee shall be jointly and severally liable to District for the costs of completion. District shall bill Developer and the surety for the costs, which bill shall be paid within thirty days of its date. Interest shall accrue on any late payment at the legal rate then prevailing.

6. Payment and Materials Guarantee. Developer has provided to District a non-revocable bond in the amount of \$91,000 for the improvements as a guarantee of payment and materials (“Payment and Materials Guarantee”). A copy of said bond is attached and is hereby made a part of this Agreement.

a. The Payment and Materials Guarantee shall be for the purpose of securing payment for contractors, subcontractors, and suppliers, and to persons renting equipment or furnishing labor or materials for the Work or improvements. Periodic progress

payments may be authorized to the Contractor or to his order upon request by the Developer, provided however, no such progress payments shall be made for more than 90% of the value of any installation of work and provided that such installation of work shall be completed to the satisfaction of the District.

7. Notice of Commencement of Construction. Developer shall give District at least 48 hours advance notice of the commencement of construction and installation of the Work. Any construction performed without notice to and inspection by District shall be subject to rejection.

8. Inspections. Permission is hereby granted to the District, or its authorized agents, to enter upon the land which is the subject of the Project, for the purpose of inspection of any and all improvements to be constructed or installed under this Agreement.

a. District, may, at its option, inspect and test all or part of the construction or material being used in construction of the Work and shall be given all possible assistance in performing all inspection and testing. The inspection and testing of the Work shall not relieve Developer of its obligation to construct the Work in accordance with the approved plans, specifications, and drawings.

b. If all or any portion of the Work, or any materials or supplies used in connection with the Work, are found to be defective, substandard, or nonconforming, then the Work shall be replaced, repaired, or otherwise remedied to the satisfaction of District, notwithstanding that the Work and materials may have been previously overlooked or inspected by District. Developer shall pay all costs of inspection and testing by District and District's engineer.

9. Final Inspection. Upon completion of construction of the Work, Developer shall notify District and request a final inspection of the Work. The Work shall be tested to meet District requirements, as established by District. No Work or portion of it shall be accepted without meeting District inspection and testing requirements. Developer shall pay all costs of inspections and tests by District and District's engineer. In addition, Developer shall be responsible for all costs incurred in the testing of the Work as needed or required by other public entities having jurisdiction.

10. Permits, Licenses and Easements. Developer, at its sole cost and expense, shall obtain (a) all necessary local, county, state and federal permits, licenses, approvals, and entitlements, including but not limited to encroachment permits, and shall conform to the requirements of all permits, etc., and (b) all real property and permanent and temporary easements of a width as determined by District to be necessary for the Work and for ingress and egress to and from the facilities for the purpose of construction, installation, operation, maintenance, repair, removal, replacement, and improvement of said facilities. All deeds and easements must be in a form approved by District. Developer shall give all notices and comply with all federal, state, local, and District laws, statutes, regulations, codes, ordinances, resolutions, rules, regulations, and policies bearing on the conduct of the construction of the Work.

11. Record Drawings, Accounting, and Operating Manuals. Developer shall, as a condition precedent to District's acceptance of the Work, provide to District:

a. Mylar and electronic copies of record (also known as as-built) drawings of the completed Work, satisfactory to District, together with a copy of the specifications and any contract documents used for the construction of the Work;

b. Electronic drawing files of the Project and the Work;

c. An accounting, satisfactory to District, of the amounts expended for the construction and installation of the Work, with values applicable to the various components of the Work, together with a list of any other materials and equipment, and their values, being transferred; and

d. Operating manuals and instructions and warranties, if any, received by Developer or its Contractor in connection with any of the facilities made a part of the Work.

12. Maintenance Guarantee.

a. Prior to District's acceptance of the work, Developer shall provide District with a maintenance bond, letter of credit, or other financial security satisfactory to District ("Maintenance Guarantee") in a sum equal to 10% of the cost of the Work. The Maintenance Guarantee shall be for the purpose of warranting all materials and workmanship furnished pursuant to this Agreement for one year from the date of District's notice of acceptance of the Work.

b. Developer and/or its surety under the Maintenance Guarantee shall repair or replace to the satisfaction of District all or any portion of the Work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other Work or facilities which may be damaged or displaced in so doing.

c. In the event of failure to comply with the above-stated conditions within 30-days, District is authorized to have the defect repaired and made good. Developer and its surety under the Maintenance Guarantee shall be jointly and severally liable to District for the costs of repair. District shall bill Developer and the surety for the costs, which bill shall be paid within 30 days of its date. Interest shall accrue on any late payment at the legal rate then prevailing.

13. Transfer of Property and Easements. After District has finally inspected and approved the Work, and as a condition precedent to District's acceptance of the Work, and as deemed necessary or appropriate in the opinion of District for the transfer of ownership of the Work, Developer shall deliver conveyance documents (e.g., deeds, easements, bills of sale) satisfactory in form and content to District transferring absolute and unencumbered ownership of the completed Work to District. Title to the Work and the interests in real property transferred shall be good, clear, and marketable title, free and clear of all encumbrances, liens or charges. Developer shall obtain and pay any costs of title insurance and recordation deemed necessary by District. With or without

separate conveyance documents, all right, title and interest of Developer in and to the completed Work shall transfer to District upon District's written notice of acceptance of Work.

14. Conditions Precedent to Notice of Acceptance. District shall not provide a written notice of acceptance of the Work until the following have occurred:

- a. The Work is completed, and finally inspected and approved by District;
- b. All costs, charges and fees required by this Agreement or District ordinances, resolutions, rules, regulations and policies to be paid or reimbursed to District by Developer have been so paid in full;
- c. The Maintenance Guarantee required by this Agreement is delivered;
- d. The final Permit for the Project has been recorded and all easements and rights of way required by the District have been recorded.
- e. All bills of sale, other conveyance documents, permits, licenses, and other approvals to be obtained and delivered to District pursuant to this Agreement have been so obtained and delivered to, and accepted by, District; and
- f. The record drawings, specifications, accounting, operating manuals and instructions, and warranties required pursuant to this Agreement have been provided to District.

Upon determining that Developer has satisfied these conditions, District shall give written notice of acceptance of the Work to Developer.

15. Ownership. After final inspection and acceptance by District of the Work, the Work shall become the property of District on the date that the notice of acceptance of the Work is mailed or delivered to Developer. District thereafter shall own and be free in every respect to operate, manage, expand, and improve the Work as it deems appropriate.

- a. It is further agreed that all District facilities removed, or abandoned in place, as a part of constructing the Work, shall become the property of the Developer.

16. Developer Assistance. Developer, both before and after the notice of acceptance of the Work, shall secure and provide any information or data reasonably needed by District to accept the ownership, operation, and maintenance of the Work, and obtain, execute and provide any and all documents needed to expeditiously complete and implement the transfer of the Work.

17. Will Serve Commitment. This Agreement shall serve as the District's will serve commitment for the Project on the Property. The Property is within the boundaries of the District. The District currently has available water and sewer capacity and facilities to serve the Project on the Property, subject to the following conditions:

a. Developer shall comply with the terms of this Agreement.

b. District shall assign 1.19 acre-feet-per-year (afy) to the Project. The distribution of the water assignment is based on the Project plans and calculations prepared by Ashley & Vance Engineering, Inc. and dated April 12, 2023. The Project water distribution includes 0.21 afy for the residential element, and 0.98 afy for the commercial/landscape element. Any future development of the remainder of the parcel will be evaluated and assigned water at the time of development. The District reserves the right to reevaluate the afy requirement for the Project at the time of any subsequent development of new tracts or other projects within the District. Future water assignments may be adjusted upward or downward to account for under or overestimating the actual use of the Project.

c. This will serve commitment shall terminate if and when this Agreement is terminated pursuant to section 20.

18. Water and Sewer Service. After District gives its notice of acceptance of the Work, it shall provide water and sewer service to the Project; provided, however, that the obligation of District to serve the Project shall be for no more than the number of residential dwelling or other units in the Project as described above. District utility service shall be provided in accordance with District's ordinances, resolutions, regulations, rules, policies, and rates and charges, as the same may be amended from time to time. Developer shall not, nor shall it allow any person to, use or commence operation of any part of the Work prior to the notice of acceptance of the Work by District, except for construction purposes, without the express written consent of District.

19. Maintenance of Facilities. District assumes no obligation as to maintenance and operation of the Work or utility service to the Project until such time as it gives written notice of acceptance of the Work.

20. Termination.

a. By District. If construction of the Work has not been completed and accepted by District within two years from the date of this Agreement, then District may terminate this Agreement and will serve commitment at any time thereafter by giving written notice to Developer, unless such time for completion is extended by District in writing. The granting of any extension of time may be conditioned by District by requiring acceptable new or amended Performance and Labor and Material Guarantees, and/or any other reasonable term or condition to protect the public health, safety, or welfare. The District also may terminate this Agreement and will serve commitment at any time in the event Developer fails to comply with any provision of this Agreement or of the District ordinance, resolution, rule, regulation or policy, by giving written notice to Developer. If the Agreement is terminated, District shall have no further obligation under this Agreement and no obligation to provide water or sewer service to the Project or the Property. Upon termination, District shall refund any advances (not including the connection charge deposit) made by Developer, which have not been used or committed by District prior to the date of termination.

b. By Developer. Developer may terminate this Agreement and will serve commitment at any time prior to commencement of construction of any portion of the Work by giving written notice to District. Thereafter, Developer may terminate this Agreement only with the written consent of District, which consent may be given subject to reasonable conditions to protect the public health, safety, or welfare. If the Agreement is terminated, District shall have no further obligation under this Agreement. Upon termination, District shall refund any advances made by Developer, which have not been used by District prior to the date of termination.

21. Insurance.

a. Developer or its Contractor at Developer’s sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

<u>Type</u>	<u>Limits</u>	<u>Scope</u>
General liability	\$2,000,000 per occurrence	at least as broad as ISO CG00
Automobile liability	\$2,000,000 per occurrence	at least as broad as ISO
Work comp.	statutory limits	CA00
Employers' liability	\$2,000,000	

b. The general and automobile liability policy(ies) shall be endorsed to name District, its officers, employees, and agents as additional insureds regarding liability arising out of the Work. Developer's coverage shall be primary and shall apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. District's insurance, if any, shall be excess and shall not contribute with Developer's insurance. The workers' compensation policy shall be endorsed to include a waiver of subrogation against District, its officers, employees, and agents.

c. Insurance must be placed with insurers with a current A.M. Best's rating of A:VII or better unless otherwise acceptable to District.

d. Prior to commencing the Work, Developer shall provide to District the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf the insurer(s), and certifying the additional insured coverage.

22. Indemnification and Hold Harmless. Developer shall indemnify, protect, defend and hold harmless District and its officers, employees, engineers, and agents, from any and all claims, demands or charges and from any loss or liability, including all costs, expenses,

attorney's fees, litigation costs, penalties, and other fees arising out of or in any way connected with performance or failure to perform under this Agreement by Developer or its officers, employees, contractors, subcontractors or agents.

23. General Provisions.

a. Application: This Agreement shall apply equally and fully to the development of either the residential portion, or the commercial retail portions of the project, regardless of whether the projects proceed separately, or together.

b. Assignment. This Agreement shall bind and inure to the benefit of the respective successors, assigns, heirs, devisees, and personal representatives of the parties; however, no assignment or transfer of this Agreement, or any part of it, by Developer shall be valid until approved by District in writing.

c. Risk of Loss. Until the date of the written notice of acceptance of the Work, all risk of loss or injury or destruction to the Work shall be upon Developer. On or after the date of the written notice of acceptance, and except as provided by the Maintenance Guarantee, any applicable insurance, or indemnification provision, all risk of loss or injury or destruction to the Work shall be upon District.

d. Attorney's Fees. In the event any legal action is brought to enforce or construe this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees, expert witness and consulting fees, and litigation costs.

e. Waiver of Rights. The waiver at any time by any party of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or matter.

f. Remedies Not Exclusive. The remedies provided in this Agreement are cumulative and not exclusive and are in addition to any other remedies that may be provided by law or equity. The exercise by either party of any remedy under this Agreement shall be without prejudice to the enforcement of any other remedy.

g. Entire Agreement. This Agreement constitutes the sole, final, complete, exclusive, and integrated expression and statement of the terms of this contract among the parties concerning the subject matter addressed herein, and supersedes all prior negotiations, representations or agreements, either oral or written, that may be related to the subject matter of this Agreement, except those other documents that are expressly referenced in this Agreement.

h. Governing Law and Venue. Except as otherwise required by law, this Agreement shall be interpreted, governed by, and construed under the laws of the State of California. The County of San Luis Obispo shall be venue for any state court litigation, and the Central District of California shall be venue for any federal court litigation, concerning the enforcement or construction of this Agreement.

i. Amendment. This Agreement may be modified or amended only by a subsequent written agreement approved and executed by both parties. Amendment by District requires approval of the District Council of District.

j. Notices. Any notice, invoice or other communication required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail and addressed as follows:

District:
Heritage Ranch Community Services
District
ATTN: General Manager
4870 Heritage Road
Paso Robles, CA 93446

Developer:

Any party may change its address by notifying the other parties in writing of the change of address.

APPROVALS

**DISTRICT:
HERITAGE RANCH COMMUNITY SERVICES DISTRICT**

By: _____
Scott Duffield, General Manager

**DEVELOPER:
NAME**

By: _____
name, title

SNUG HARBOR BOAT & RV STORAGE WATER AND SEWER IMPROVEMENT PLANS

3383 HERITAGE ROAD
PASO ROBLES, CA 93446

GOVERNING BUILDING CODES

ALL WORK, MATERIALS, METHODS, ETC. SHALL CONFORM TO ALL GOVERNING CODES AND REGULATIONS THAT ARE CURRENTLY IN EFFECT.

2019 CALIFORNIA BUILDING CODE (CBC)
2019 CALIFORNIA RESIDENTIAL CODE (CRC) BASED ON 2018 IRC,
2019 CALIFORNIA ELECTRICAL CODE (CEC)
BASED ON 2017 NATIONAL ELECTRICAL CODE (NEC),
2019 CALIFORNIA MECHANICAL CODE (CMC)
BASED ON 2018 UNIFORM MECHANICAL CODE (UMC),
2019 CALIFORNIA PLUMBING CODE (CPC)
BASED ON 2018 UNIFORM PLUMBING CODE (UPC),
2019 CALIFORNIA ENERGY CODE (CEC)
2019 CALIFORNIA FIRE CODE (CFC) BASED ON 2018 IFC,
2019 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN),
2020 COUNTY OF SAN LUIS OBISPO CONSTRUCTION AND FIRE CODES.

NOTE:

REMODELING OR DEMOLITION OF PRE-1978 STRUCTURES WITHOUT USING LEAD SAFE WORK PRACTICES IS A VIOLATION OF THE CALIFORNIA HEALTH AND SAFETY CODE SECTION 105256. CONTRACTORS, REMODELERS AND PAINTERS ARE REQUIRED TO USE "LEAD-SAFE" WORK PRACTICES PURSUANT TO TITLE 17, CALIFORNIA CODE OF REGULATIONS SECTION 39650.

OWNER'S RESPONSIBILITIES

- PRIOR TO COMMENCING CONSTRUCTION CALLED FOR BY THESE PLANS, SPECIFICATIONS AND DETAILS, THE OWNER SHALL ENGAGE A GEOTECHNICAL ENGINEER TO PROVIDE CONSTRUCTION PHASE OBSERVATION AND TESTING SERVICES AND SHALL ALSO ENGAGE THE PROJECT ENGINEER OR ANOTHER QUALIFIED PARTY TO PROVIDE PROJECT CONSTRUCTION OBSERVATION AND ASSURANCES ON CONFORMANCE WITH THE APPROVED PLANS, SPECIFICATIONS AND AGENCY REQUIREMENTS. THE OWNER SHALL ALSO ASSURE THAT CONTRACTOR(S) ENGAGED TO PROPERLY IMPLEMENT THE CONSTRUCTION CALLED FOR ON THESE PLANS, SPECIFICATIONS AND DETAILS INCLUDING THOSE TASKS CALLED FOR ON THE PROJECT STORM WATER POLLUTION PREVENTION PLAN DOCUMENT OR EROSION CONTROL PLAN SHEETS ATTACHED AS PART OF THESE PLANS.
- GEOTECHNICAL ENGINEER'S RESPONSIBILITIES:
 - A GEOTECHNICAL ENGINEER SHALL REVIEW THESE PLANS WITH RESPECT TO GENERAL CONFORMANCE WITH THE INTENT OF THE RECOMMENDATIONS PRESENTED IN THE PROJECT SOILS ENGINEERING REPORT. THE PLAN REVIEW SHALL BE PERFORMED SPECIFICALLY WITH RESPECT TO GEOTECHNICAL FACTORS DISCUSSED IN THE REFERENCED REPORT. IN PERFORMING THE REVIEW, A GEOTECHNICAL ENGINEER SHALL ATTEMPT TO VERIFY THAT THE CONCEPTS AND RECOMMENDATIONS PRESENTED IN THE REPORT ARE GENERALLY INCORPORATED INTO THE PLANS. IN ACCORDANCE WITH THIS LEVEL OF REVIEW, THE PLANS ARE TO BE FOUND IN SUBSTANTIAL CONFORMANCE WITH THE CONCEPTS AND RECOMMENDATIONS PRESENTED IN THE NOTED REPORT.
 - UPON BEING RETAINED BY THE OWNER, PRIOR TO CONSTRUCTION THE GEOTECHNICAL ENGINEER SHALL RECOMMEND TO THE OWNER AND THE CONTRACTOR THE LEVEL OF OBSERVATION AND TESTING THAT WILL BE PROVIDED DURING CONSTRUCTION. PROVIDED THAT THE CONTRACTOR FULFILLS HIS OR HER RESPONSIBILITY FOR TIMELY REQUESTS FOR THOSE SERVICES DURING CONSTRUCTION, THE GEOTECHNICAL ENGINEER SHALL PROVIDE OBSERVATION AND TESTING AT THE PROJECT WORK AREA OF EARTHWORK OPERATIONS, INCLUDING TRENCHING AND PAVEMENT SUBGRADE PREPARATION, AS NECESSARY TO HAVE REASONABLE CERTAINTY THAT THE EARTHWORK IS PERFORMED IN GENERAL COMPLIANCE WITH THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS, AND WITH THE REQUIREMENTS OF SAN LUIS OBISPO COUNTY CODE CHAPTER 14 (GRADING ORDINANCE No.4766).
 - UPON COMPLETION OF EARTHWORK, THE GEOTECHNICAL ENGINEER SHALL, UPON REQUEST, PROVIDE A FINAL REPORT WITH RESULTS OF THEIR OBSERVATION AND TESTING DURING EARTHWORK OPERATIONS. PROVIDED THAT THE WORK IS PERFORMED IN CONFORMANCE WITH THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS, THE REPORT WILL STATE THEIR OPINION THAT THE GRADING WAS COMPLETED IN SUBSTANTIAL COMPLIANCE WITH THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS.
- CONTRACTOR'S STORM WATER POLLUTION CONTROL RESPONSIBILITIES:
 - THE CONTRACTOR SHALL BE RESPONSIBLE TO CONSTRUCT AND MAINTAIN POLLUTION PREVENTION MEASURES, INCLUDING THOSE FOR EROSION AND SEDIMENT CONTROL, AS NECESSARY TO PREVENT ANY POLLUTANT AT ANY LEVEL FROM BEING CONVEYED OFF THE CONSTRUCTION SITE AND THAT THESE MEASURES MUST CONTINUE TO BE MAINTAINED UNTIL THE REQUIRED POST-CONSTRUCTION POLLUTION PREVENTION MEASURES ARE IN PLACE AND COMPLETELY FUNCTIONAL, INCLUDING PERMANENT LANDSCAPING.
 - THE SPECIFIC MEASURES WHICH MAY BE CALLED FOR ON THE PROJECT STORM WATER POLLUTION PREVENTION PLAN CANNOT ADDRESS ALL SITE DEVELOPMENT AND STORM CHARACTERISTICS WHICH WILL EVOLVE OVER THE COURSE OF CONSTRUCTION AND THAT IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOT ONLY IMPLEMENT THE PLAN, BUT TO MAKE ADJUSTMENTS AND EXPANSIONS IN THE IMPLEMENTATION AS NECESSARY TO ADAPT TO THE CONTRACTOR'S CONSTRUCTION OPERATIONS AND SCHEDULE AND TO ADDRESS EVOLVING SITE CONDITIONS AND ACTUAL WEATHER CONDITIONS.
 - IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE EMPLOYEES AND SUBCONTRACTORS ARE TRAINED REGARDING THESE REQUIREMENTS AND TO MAINTAIN RECORDS OF THE INSTALLATION, MODIFICATION, INSPECTION, AND MAINTENANCE OF STORM WATER POLLUTION PREVENTION MEASURES INCLUDING, BUT NOT LIMITED TO: TRAINING, INSPECTION, MAINTENANCE LOGS, RECORD DRAWINGS SHOWING LOCATIONS, LIMITS, AND DATES OF INSTALLATION FOR VARIOUS MEASURES, DATED PHOTOGRAPHS AND FIELD SKETCHES.
 - THE CONTRACTOR SHALL BE FAMILIAR WITH AND AGREE TO IMPLEMENT THE MEASURES AND INSTALLATIONS DEPICTED ON THE PROJECT STORM WATER POLLUTION PREVENTION PLAN INCLUDING INSTALLATION, ROUTINE INSPECTION AND MAINTENANCE, ADJUSTMENTS AND EXPANSION DUE TO EVOLVING SITE CONDITIONS, EMERGENCY MAINTENANCE AND ADJUSTMENTS DUE TO ACTUAL STORM AND SITE CONDITIONS, AND DOCUMENTATION.

VICINITY MAP



SURVEY NOTES

EXISTING TOPOGRAPHIC AND BOUNDARY INFORMATION SHOWN HEREON PER SURVEY BY DAKOS LAND SURVEYS DATED JULY 2, 2021.

BOUNDARY DATA: NO BOUNDARY DETERMINATION SURVEY WAS PERFORMED. ANY BOUNDARY LINES SHOWN HEREON ARE APPROXIMATE AND INCLUDED AS A COURTESY FOR GENERAL, INFORMATIONAL PURPOSES ONLY.

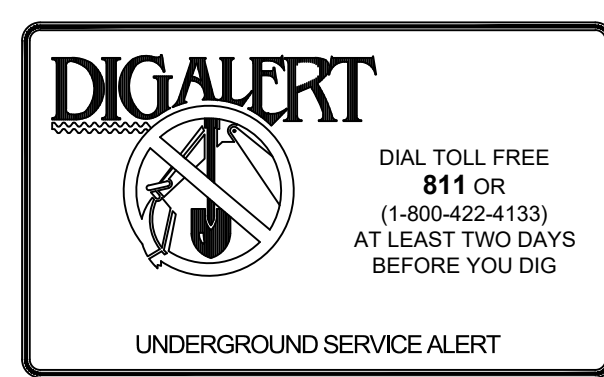
BASIS OF BEARINGS: GRID NORTH. CALIFORNIA STATE PLANE COORDINATE SYSTEM ZONE 5, ACCORDING TO GPS OBSERVATION.

BASIS OF ELEVATIONS: NAVD88 ACCORDING TO GPS OBSERVATION. THE LOCAL REFERENCE POINT IS THE REBAR SHOWN HEREON HAVING AN ELEVATION OF 833.57'

SURVEY MONUMENT PROTECTION:

PROTECT AND PRESERVE, IN PLACE, ALL SURVEY MONUMENTS AND BENCHMARKS. DO NOT DISTURB, MOVE, OR RELOCATE MONUMENTS OR BENCHMARKS WITHOUT THE PRIOR REVIEW AND APPROVAL BY THE AGENCY HAVING JURISDICTION OVER THE MONUMENT OR BENCHMARK. THE CONTRACTOR SHALL CONTRACT WITH A LICENSED SURVEYOR FOR MONUMENTS REQUIRING DISTURBANCE OR REMOVAL, AND THE SURVEYOR SHALL RESET THE MONUMENTS OR PROVIDE PERMANENT WITNESS MONUMENTS AND FILE THE REQUIRED DOCUMENTATION WITH THE AUTHORITY HAVING JURISDICTION, PURSUANT TO ALL APPLICABLE BUSINESS AND PROFESSIONAL CODES.

DIG ALERT



PRIOR TO COMMENCING OF ANY EXCAVATION, DIGGING, POT HOLING, ETC. CALL DIG ALERT FOR ASSIGNMENT OF AN INQUIRY ID NUMBER, BECAUSE NO EARTH WORK SHALL COMMENCE UNLESS THE CONTRACTOR HAS OBTAINED THIS AND EACH UTILITY OR OWNER OF SUBSURFACE FACILITIES HAS LOCATED AND MARKED THEIR SUBSURFACE FACILITIES IN THE AREA OF WORK.

PROJECT INFORMATION

CLIENT: CJ RUDOLPH
3383 HERITAGE ROAD
PASO ROBLES, CA 93446
310-629-9296

ARCHITECT: ARRIS STUDIO ARCHITECTS
1327 ARCHER ST.
SUITE 220
SAN LUIS OBISPO, CA 93401

GEOTECHNICAL: GEOSOLUTIONS
220 HIGH STREET
SAN LUIS OBISPO, CA 93401

SURVEYOR: DAKOS LAND SURVEYS
7600 MORRO ROAD
ATASCADERO, CA 93422

STRUCTURAL: ASHLEY & VANCE ENGINEERING
1413 MONTEREY STREET
SAN LUIS OBISPO, CA 93401

MECHANICAL: METRICS MECHANICAL ENGINEERING
510 STATE STREET, SUITE 285
SANTA BARBARA, CA 93101

ELECTRICAL: JMPE ELECTRICAL ENGINEERING
627 OLIVE STREET
SANTA BARBARA, CA 93101

LANDSCAPE: JIM BURROWS LANDSCAPE ARCHITECTURE
979 OSOS STREET, SUITE B6
SAN LUIS OBISPO, CA 93401

BIOLOGIST: ALTHOUSE & MEADE, INC.
1602 SPRING ST.
PASO ROBLES, CA 93446

APN: 012-191-073 (FORMERLY 012-191-068)

SITE AREA: 291+/- AC
AREA DISTURBED: 7.9 AC

UTILITY PURVEYORS

ELECTRICITY: P G & E COMPANY
406 HIGUERA ST
SAN LUIS OBISPO, CA 93401
805-743-5000

TELEPHONE: AT & T
594 MILL ST.
SAN LUIS OBISPO, CA 93402
1-800-750-2355

CABLE TV: CHARTER COMMUNICATIONS
7775 SAN LUIS AVE.
ATASCADERO, CA 93422

WATER/SEWER: HERITAGE RANCH COMMUNITY SERVICES DISTRICT
4870 HERITAGE ROAD
PASO ROBLES, CA 93446
805-227-6230

LEGEND

SD	STORM DRAINAGE
W	WATER SERVICE
G	GAS
S	SANITARY SEWER
E	POWER ELECTRICAL
---	DITCH / FLOWLINE
~~~~~	GRADING LIMIT
▽	GRADE SLOPE
---	PROPERTY LINE
---	CENTERLINE
▲	SAWCUT

## SHEET INDEX

SHEET	SHEET TITLE
C-0.1	TITLE SHEET
C-0.2	NOTES SHEET
C-3.1	UTILITY SHEET
C-3.2	UTILITY PROFILES
C-4.1	DETAIL SHEET
C-4.2	DETAIL SHEET
C-4.3	DETAIL SHEET

## RECORD DRAWINGS

KATHLEEN ALLWINE	PE NO. 77354	DATE:
REVISIONS THIS SHEET:		
△		
△		
△		
△		

## REQUIRED SIGNATURES

HERITAGE RANCH COMMUNITY SERVICES DISTRICT - GENERAL MANAGER	SLO COUNTY FIRE CHIEF
HERITAGE RANCH COMMUNITY SERVICES DISTRICT - DISTRICT ENGINEER	HERITAGE RANCH COMMUNITY SERVICES DISTRICT - WATER
HERITAGE RANCH COMMUNITY SERVICES DISTRICT - SEWER	PACIFIC GAS AND ELECTRIC COMPANY

## STANDARD ABBREVIATIONS

AC	ASPHALTIC CONCRETE	IE	INVERT ELEVATION
BLDG	BUILDING	INV	INVERT
BCR	BEGIN CURB RETURN	LA	LANDSCAPE AREA
BVC	BEGIN VERTICAL CURVE	NG	NATURAL GRADE
BW	BOTTOM OF WALL	PA	PLANTER AREA
CB	CATCH BASIN	PCC	PORTLAND CEMENT CONCRETE
CL	CENTERLINE	PIL	PROPERTY LINE
CMU	CONCRETE MASONRY UNIT	POC	POINT OF CONNECTION
CONC	CONCRETE	PS	PARKING STRIPE
DW	DRIVEWAY	PVC	POLYVINYL CHLORIDE
ECR	END CURB RETURN	RW	RIGHT OF WAY
EG	EXISTING GRADE	SD	STORM DRAIN
EP	EDGE OF PAVEMENT	SG	SUB-GRADE ELEVATION
EVC	END VERTICAL CURVE	SS	SANITARY SEWER
FF	FINISHED FLOOR	TC	TOP OF CURB, CONCRETE
FG	FINISHED GRADE	TF	TOP OF FOOTING
FH	FIRE HYDRANT	TG	TOP OF GRATE
FL	FLOW LINE	TW	TOP OF WALL
FS	FINISHED SURFACE	VC	VERTICAL CURVE
GB	GRADE BREAK		

## HERITAGE RANCH COMMUNITY SERVICES DISTRICT STANDARD CONSTRUCTION NOTES

- Approved Plans** - No construction shall be started without plans approved by the Heritage Ranch Community Services District (HRCSD), and where applicable, by San Luis Obispo County. The HRCSD Inspector shall be notified at least two working days prior to starting of construction and any inspection. Any construction done without approved plans and prior to notification to the HRCSD Inspector may be rejected and will be at the Contractor's and/or Owner's risk.  
The Contractor shall have copies of the approved plans for this project on the site at all times and shall be familiar with all applicable standards and specifications.
- Standard Specifications** - All construction work and installations shall conform to the HRCSD Standard Specifications and Drawings, and all work shall be subject to the approval of the HRCSD Engineer.
- Inspection Agreement** - An executed inspection agreement is required prior to the start of construction.
- Inspection** - The HRCSD Inspector, acting on behalf of the HRCSD Engineer, may require revisions to the approved Plans and Specifications to solve unforeseen problems that may arise in the field.
- Encroachment Permits** - No work within a County or Caltrans right-of-way shall be performed without an executed encroachment permit.
- Utility Notification** - Prior to beginning any earthwork, the Contractor shall be responsible for contacting all agencies involved and shall locate all facilities prior to excavation in any area. The Contractor shall call Underground Service Alert (USA), toll free at 811 at least two working days prior to the start of construction.
- Existing Utilities** - The locations and elevations of existing utilities where shown on the plans are based on available records, and are approximate only. The Contractor agrees to assume sole and complete responsibility for locating or having located all underground utilities and other facilities and for protecting the same during the course of constructing the project. Any deviations from the plan location of any existing facilities shall be immediately brought to the attention of the HRCSD Inspector.
- Safety** - Neither the Heritage Ranch Community Services District or the Engineer of Record will be responsible for compliance with safety measures or regulations. The Contractor (including the Owner/Builder) shall design, construct, and maintain all safety devices, and shall be solely responsible for conforming to all Local, State, and Federal, Safety and Health Standards, Laws, and Regulations.
- Indemnification** - The Applicant agrees that in accordance with generally accepted construction practices, Applicant shall assume sole and complete responsibility for the condition of the job site during the course of the project, including the safety of persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and the Applicant shall defend, indemnify, and hold the District and District's agents, employees and consultants harmless from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the performance or attempted performance of the work on this project; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the negligence or willful misconduct of the District.

Revisions	Appd.	Dates	HERITAGE RANCH COMMUNITY SERVICES DISTRICT STANDARD DRAWING	SHEET: <b>N-01</b>
			STANDARD CONSTRUCTION NOTES	DATE: _____ DRAWN BY: DRD SCALE: NONE
APPROVED BY THE DISTRICT ENGINEER			DATE	

- Protection of Property** - The Contractor shall be responsible for the protection of Public and Private property adjacent to his work, and shall exercise due caution to avoid damage to such property. The Contractor shall replace or repair to their original condition, all improvements within or adjacent to the work area which are not designated for removal, and which are damaged or removed as a result of his operations.
- Site Conditions** - The Contractor shall continually review job site conditions. Conditions requiring construction different from that shown on the plans shall be reported to the Engineer, and HRCSD prior to proceeding with the affected construction. All deviations from approved plans shall be approved by HRCSD prior to the start of such changed work.
- Contractors Record of Changes** - The Contractor shall maintain a current, complete, and accurate record of all changes which deviate from the construction as shown on these Plans and Specifications for the purpose of providing the Engineer of Record with a basis for the preparation of Record Drawings.
- Record Drawings** - The Engineer of Record shall prepare drawings based on Contractor's Record of changes, following final inspection of the work by HRCSD. Record Drawings ("As-Built") shall be prepared by the Engineer of Record and approved by HRCSD prior to Final Acceptance of the work by the HRCSD. Final acceptance will only be granted after receiving Record Drawings which include one full-size nylar copy, one electronic copy (PDF), and AutoCAD Drawings which include the documented "As-Built" changes.
- Plan Corrections** - The Plan Check and Approval of these plans by the HRCSD does not relieve the Engineer of Record from any discrepancies, errors, or omissions, which may become apparent prior to the completion of construction. The Engineer of Record shall be responsible for correcting any design deficiencies, errors, or omissions to the approval of the HRCSD Engineer in accordance with the HRCSD Standard Plans and Specifications.

Revisions	Appd.	Dates	HERITAGE RANCH COMMUNITY SERVICES DISTRICT STANDARD DRAWING	SHEET: <b>N-02</b>
			STANDARD CONSTRUCTION NOTES	DATE: _____ DRAWN BY: DRD SCALE: NONE
APPROVED BY THE DISTRICT ENGINEER			DATE	

## HERITAGE RANCH COMMUNITY SERVICES DISTRICT ENGINEER OF WORK/ENGINEER OF RECORD CERTIFICATION

I, _____ R.C.E. No. _____, hereby state that I have inspected the improvements required for the approval of:

_____  
(Project Name)

and shown on the improvement plans thereof prepared by:

_____  
(Engineer of Record)

and approved on: _____, 20____, and that said improvements were constructed in substantial conformance with the horizontal and vertical alignment in accordance with those plans and specifications approved by HRCSD, including approved changes shown on the record drawings prepared by me and dated: _____, 20____.

I have taken, or have had provided to me by other qualified engineers, sufficient quality control tests to assure that the specifications have been met. Copies of inspection logs, record drawings and appropriate quality control tests are attached.

RCE Signature _____ Date _____

RCE License No. _____

Revisions	Appd.	Dates	HERITAGE RANCH COMMUNITY SERVICES DISTRICT STANDARD DRAWING	SHEET: <b>N-03</b>
			ENGINEER'S CERTIFICATION	DATE: _____ DRAWN BY: DRD SCALE: NONE
APPROVED BY THE DISTRICT ENGINEER			DATE	

SNUG HARBOR BOAT & RV STORAGE  
WATER AND SEWER IMPROVEMENT  
PLANS

3383 HERITAGE ROAD  
PASO ROBLES, CA 93446



The use of these plans and specifications shall be restricted to the original site for which they were prepared and publication thereof is expressly limited to such use. Reproduction or publication by any method, in whole or in part, is prohibited. Title to these plans and specifications remain with Ashley & Vance Engineering, Inc. without prejudice. Visual contact with these plans and specifications shall constitute prima facie evidence of the acceptance of these restrictions.

Engineer of Record:



Project Manager: KEA

Date: 1/18/2023

AV Job No: 20276

Scale: PER PLAN

Sheet Size: 30" x 42"

TITLE SHEET

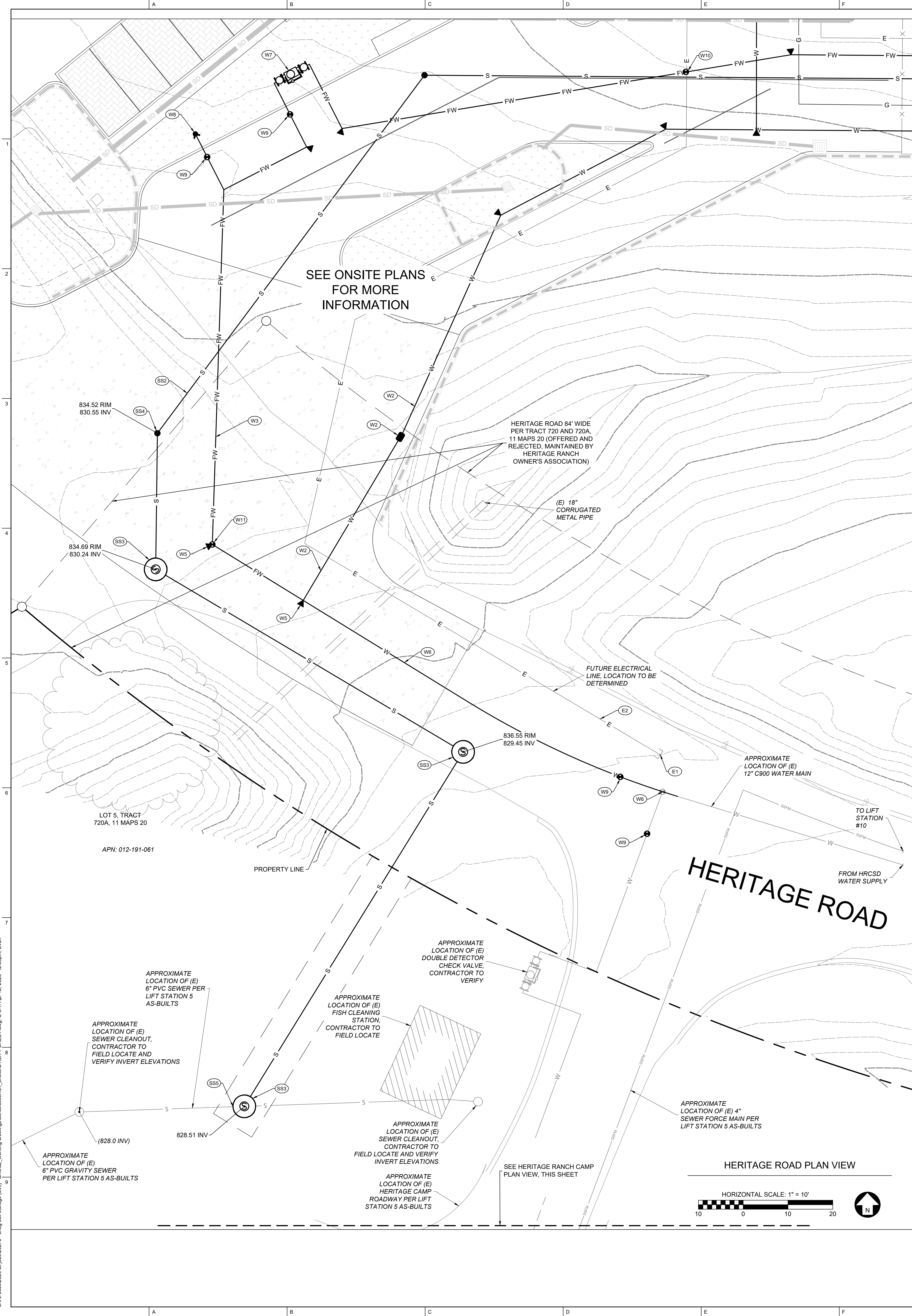
C-0.1

COUNTY STAMP:









**GENERAL NOTES:**

ALL EXISTING UTILITIES SHOWN ARE BASED ON THE BEST KNOWLEDGE AVAILABLE. CONTRACTOR TO POTHOLE ALL POINTS OF CONNECTION AND VERIFY ALL CLEARANCES. MATERIAL DEPTH AND LOCATION SHALL BE IDENTIFIED BY CONTRACTOR. IF THERE ARE ANY DIFFERENCES FROM PLAN WITH ANY OF THESE ITEMS, ENGINEER OF WORK SHALL BE NOTIFIED IMMEDIATELY.

**SNUG HARBOR CALCULATIONS:**

**WATER USAGE:**  
**DOMESTIC WATER SUPPLY FIXTURE UNITS:** 21 (15 GPM) - THIS INCLUDES OFFICE, KITCHEN, BREAKROOM, CARETAKER'S RESIDENCE AND PUBLIC RESTROOMS PER MECHANICAL PLANS BY METRIC MECHANICAL ENGINEERING.  
 RESIDENTIAL ANNUAL WATER USAGE, 2 BEDROOMS = 0.21 AFY  
 COMMERCIAL ANNUAL WATER USAGE, NON-RESIDENTIAL OCCUPANCY GROUP B, NON-RESIDENTIAL BUILDING AREA 1,800 SF = 0.62 AFY  
**WASH STATION:** N/A - NO WASH STATION IS PROPOSED  
**RV DUMP STATION:** N/A - NO RV DUMP STATION IS PROPOSED  
**IRRIGATION:** 117,000 GALLONS PER YEAR (0.36 AFY), 320 AVERAGE GPD  
**FIREWATER:** SPRINKLER SYSTEMS ARE DESIGNED TO BE ABLE TO SUPPLY A REMOTE AREA, AS PRESCRIBED IN NFPA. THIS FIGURE IS NOT AN ACCURATE REPRESENTATION OF ACTUAL FIRE FLOW BECAUSE NOT ALL FIRE WATER DEVICES ARE ACTIVE ALL AT ONCE, BUT NFPA HAS FOUND THIS METHOD TO BE ADEQUATE FOR DESIGN PURPOSES. FOR THE HAZARD OF THESE BUILDINGS, THE SUPPLY MUST BE READILY AVAILABLE FOR 60 MINUTES. BELOW ARE THE SUMMARIZED TOTAL VOLUMES FOR EACH BUILDING.  
 MAIN BUILDING: 55,000 GALLONS  
 EQUIPMENT BUILDING: 32,328 GALLONS  
 STORAGE BUILDING: 42,480 GALLONS  
 FIREWATER TOTAL: 129,808 GALLONS

**TOTAL ANNUAL WATER USAGE:** RESIDENTIAL + COMMERCIAL + IRRIGATION = 0.21 AFY + 0.62 AFY + 0.36 AFY = 1.19 AFY

**SANITARY SEWER USAGE:**

**DRAINAGE FIXTURE UNITS:** 36 - THIS INCLUDES OFFICE, KITCHEN, BREAKROOM, CARETAKER'S RESIDENCE AND PUBLIC RESTROOMS PER MECHANICAL PLANS BY METRICS MECHANICAL ENGINEERING  
**WASH STATION:** N/A - NO WASH STATION IS PROPOSED  
**RV DUMP STATION:** N/A - NO RV DUMP STATION IS PROPOSED  
**IRRIGATION:** N/A - NO IRRIGATION FLOW WILL BE DIRECTED TO SANITARY SEWER

**HERITAGE RANCH CAMP SEWER CALCULATIONS:**

HERITAGE RANCH CAMP SEWER CALCULATIONS ARE BASED OFF OF PLANS PREPARED BY MCCUTCHER & ASSOCIATES INC. ON 8/20/1974 AND REVISED ON 8/21/74 AND 1/20/76.

ADDITIONAL FLOW FROM SNUG HARBOR  
 SNUG HARBOR DRAINAGE FIXTURE UNITS: 36 FU  
 ESTIMATED SNUG HARBOR PEAK FLOW GPM: 5 GPM  
 PEAK SANITARY SEWER FLOW (CUBIC FEET PER SECOND) = 2.6"QAVG" 84

HERITAGE RANCH CAMP SEWER SERVES A CARETAKER'S MOBILE HOME, A SANITARY STATION AND 19 RESIDENTIAL SITES.

PER WATER RESEARCH FOUNDATION'S RESIDENTIAL END USES OF WATER VERSION 2, THE AVERAGE WATER CONSUMPTION PER PERSON IS 60 GALLONS PER DAY, WITH THE CONSERVATIVE ASSUMPTION OF 3 OCCUPANTS PER LOT, THE TOTAL DAILY FLOW FROM THE 19 CAMP SITES AND THE CARETAKER'S LOT IS 3,600 GALLONS PER DAY FOR AN AVERAGE DAILY FLOW OF 2.5 GPM AND A PEAK DAILY FLOW OF 14.9 GPM AS CALCULATED USING THE PEAK SANITARY SEWER EQUATION SHOWN ABOVE. A SAFETY FACTOR OF 2 HAS BEEN APPLIED TO ASSUME A DAILY PEAK FLOW OF 29.8 GPM FROM THE CAMP SITES.

THE SANITARY STATION HAS BEEN CONSERVATIVELY ESTIMATED TO ACCOMMODATE 1500 GALLONS PER DAY, FOR AN AVERAGE FLOW OF 1.0 GPM AND A PEAK FLOW OF 5.1 GPM, WITH A SAFETY FACTOR OF 2 APPLIED, 10.2 GPM.

QSITES = 28.8 GPM  
 QSTATION = 10.2 GPM  
 QSNUG = 5.0 GPM

TOTAL DAILY PEAK FLOW = 45 GPM = QSITES + QSTATION + QSNUG

PER HERITAGE RANCH CAMP PLAN REVISION 1, "REVISED SEWER MIN SIZE TO 4-IN", IT IS CONSERVATIVELY ASSUMED THE MOST LIMITING PIPE ON THE HERITAGE RANCH CAMP PLANS IS A 4" SDR 35 PVC PIPE WITH A SLOPE OF 0.6%. PER THE HAZEN WILLIAMS EQUATION, THIS PIPE HAS A FLOW CAPACITY OF 99 GPM. THE TOTAL PEAK FLOW FOR THE HERITAGE RANCH CAMP PLUS THE ADDITIONAL FLOW INTRODUCED BY SNUG HARBOR IS CONSERVATIVELY ESTIMATED AT 45 GPM, THEREFORE, THE PIPE HAS CAPACITY.

**LIMITING PIPE CAPACITY = 99 GPM > 45 GPM**

**LIFT STATION 5 CALCULATIONS:**

PER HERITAGE RANCH CAMP PLANS, LIFT STATION 5 CONSISTS OF TWO SUBMERSIBLE WEMCO DUPLEX PUMPING UNITS. EACH PUMP DESIGNED FOR A FLOW OF 50 GPM @ 46' TOTAL DYNAMIC HEAD. THE TOTAL PEAK FLOW FOR THE HERITAGE RANCH CAMP AND SNUG HARBOR IS 45 GPM AND IS WITHIN THE THE DESIGN FLOW RATE OF THE PUMPS.

**PUMP CAPACITY = 50 GPM > 45 GPM**

**SANITARY SEWER CONSTRUCTION NOTES:**

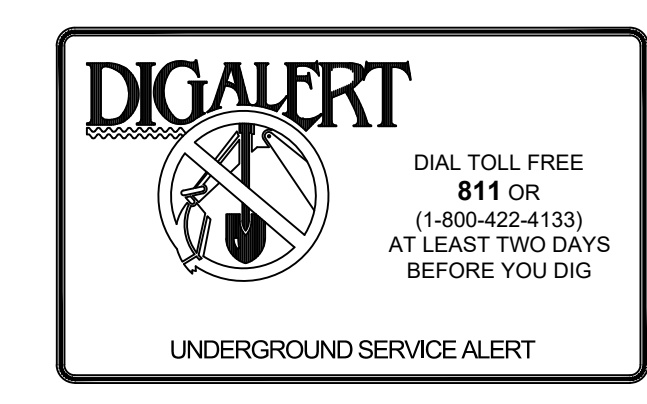
- (SS1) NOT USED
- (SS2) INSTALL 4" SDR 35 PVC SANITARY SEWER LATERAL PER HERITAGE RANCH COMMUNITY SERVICES DISTRICT STANDARD DRAWINGS S-03.1, S-03.2, W-07 (TRENCHING), W-08, W-09 (WATER/SEWER SEPARATION) SEE SHEET C-4.1. INSTALL LATERAL AT A MINIMUM SLOPE OF 1%.
- (SS3) INSTALL SANITARY SEWER MANHOLE PER HERITAGE RANCH COMMUNITY SERVICES DISTRICT STANDARD DETAIL S-01 AND S-02 SEE SHEET C-4.1.
- (SS4) INSTALL SANITARY SEWER CLEANOUT PER HERITAGE RANCH COMMUNITY SERVICES DISTRICT STANDARD S-03.1 AND S-03.2 SEE SHEET C-4.1.
- (SS5) CONNECT SANITARY SERVICE LINE TO (E) MARINA GRAVITY SEWER MAIN, CONTRACTOR TO LOCATE.

**WATER CONSTRUCTION NOTES:**

- (W1) NOT USED
- (W2) INSTALL 1 1/2" WATER SERVICE AND 3/4" METER PER HERITAGE RANCH COMMUNITY SERVICES DISTRICT STANDARD DETAILS W-04, W-07 (TRENCHING), W-08 AND W-09 (WATER/SEWER SEPARATION), SEE SHEET C-4.1.
- (W4) INSTALL C900 PVC FIRE WATER SERVICE PER MASTER FIRE PROTECTION PLAN AND HERITAGE RANCH COMMUNITY SERVICES DISTRICT STANDARD DETAILS W-07 (TRENCHING), W-08 AND W-09 (WATER/SEWER SEPARATION) SEE SHEET C-4.1. SEE MASTER FIRE PROTECTION PLAN FOR SERVICE SIZE, MATCH (E) WATER MAIN SIZE.
- (W4A) FIRE RISER PER MASTER FIRE PROTECTION PLAN
- (W5) CONSTRUCT THRUST BLOCK PER HERITAGE RANCH COMMUNITY SERVICES DISTRICT STANDARD DETAILS W-16.1 AND W-16.2 SEE SHEET C-4.2.
- (W6) REMOVE (E) WATER VALVE. CONNECT WATER MAIN PER MASTER FIRE PROTECTION PLAN TO (E) WATER MAIN AND PROVIDE TEE CONNECTION FOR THE HERITAGE RANCH CAMP PER SAN LUIS OBISPO STANDARD DETAILS
- (W7) INSTALL DOUBLE DETECTOR CHECK VALVE PER HERITAGE RANCH COMMUNITY SERVICES DISTRICT STANDARD DETAIL W-13 AND MASTER FIRE PROTECTION PLAN SEE SHEET C-4.2
- (W8) FIRE HYDRANT PER MASTER FIRE PROTECTION PLAN AND HERITAGE RANCH SERVICES DISTRICT STANDARD DRAWING W-01 AND W-02 SEE SHEET C-4.1.
- (W9) INSTALL ISOLATION VALVE PER HERITAGE RANCH COMMUNITY SERVICES DISTRICT STANDARD DRAWING W-03.
- (W10) INSTALL 1" AIR RELEASE VALVE ASSEMBLY PER HERITAGE RANCH COMMUNITY SERVICES DISTRICT STANDARD DRAWING W-10 SEE SHEET C-4.3. INSTALL VALVE UNDERGROUND PER STANDARD DRAWING W-11 SEE SHEET C-4.3.
- (W11) INSTALL BLOW-OFF ASSEMBLY PER HERITAGE RANCH COMMUNITY SERVICES DISTRICT STANDARD DRAWING W-15 SEE SHEET C-4.3.

**ELECTRICAL CONSTRUCTION NOTES:**

- (E1) ELECTRICAL POINT OF CONNECTION TO (E) COUNTY ELECTRICAL LINE.
- (E2) ELECTRICAL CONDUIT PER ELECTRICAL PLANS.



Plan Prepared By:

**Ashley & Vance**  
ENGINEERING, INC.  
1025 Camino Real  
San Luis Obispo, CA 93401  
(805) 545-0010  
www.ashleyvance.com

CIVIL • STRUCTURAL

The use of these plans and specifications shall be restricted to the original site for which they were prepared and publication thereof is expressly limited to such use. Reproduction or publication by any method, in whole or in part, is prohibited. Title to these plans and specifications remain with Ashley & Vance Engineering, Inc. without prejudice. Visual contact with these plans and specifications shall constitute prima facie evidence of the acceptance of these restrictions.

Engineer of Record:

**SNUG HARBOR BOAT & RV STORAGE  
 WATER AND SEWER IMPROVEMENT  
 PLANS**

3383 HERITAGE ROAD  
 PASO ROBLES, CA 93446

Revisions:


Project Engineer: EMD Ext: 141  
 Project Manager: KEA  
 Date: 4/12/2023 Sheet: PER PLAN  
 AV Job No: 20276 Scale: 30" x 42"

**UTILITY SHEET**

**C-3.1**

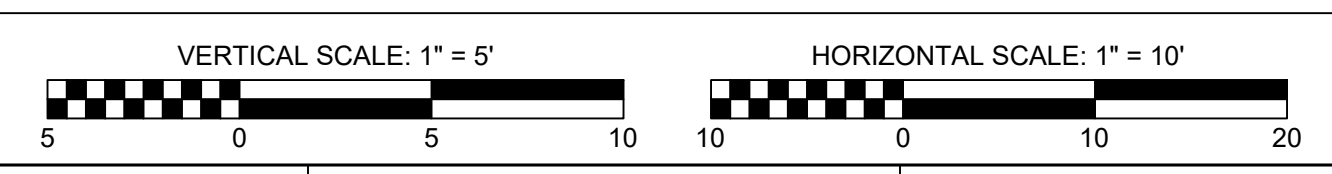
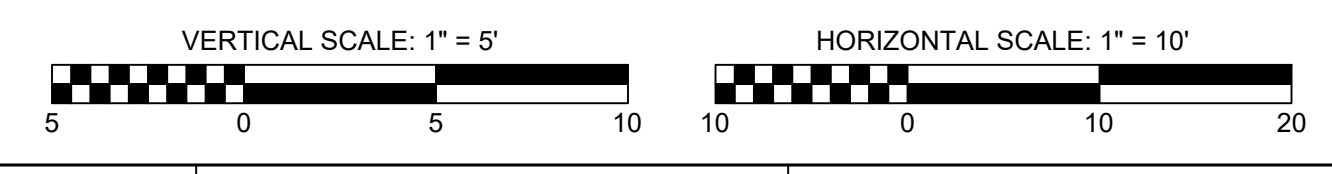
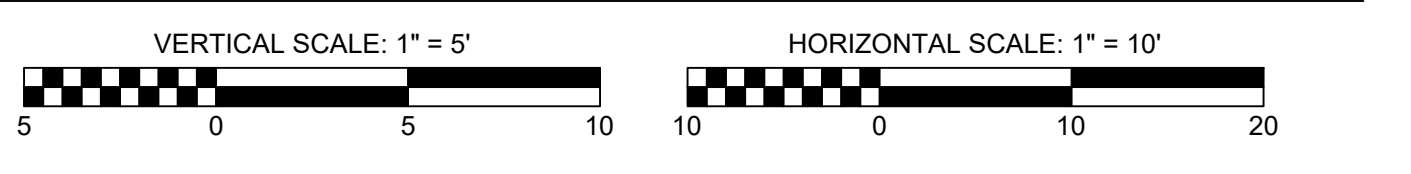
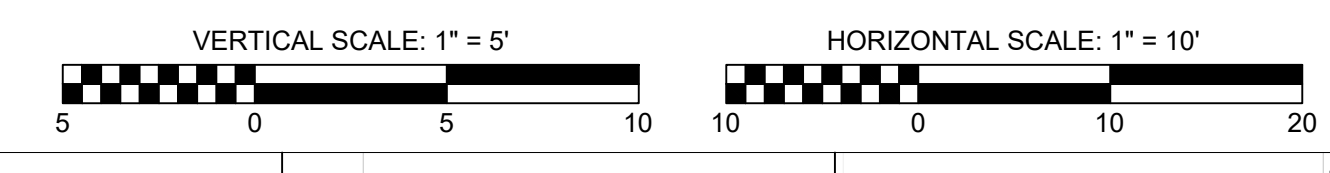
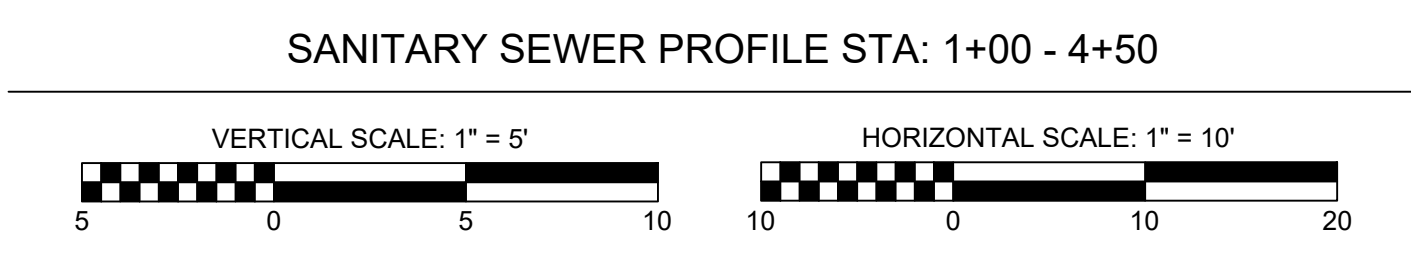
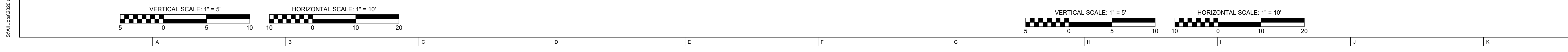
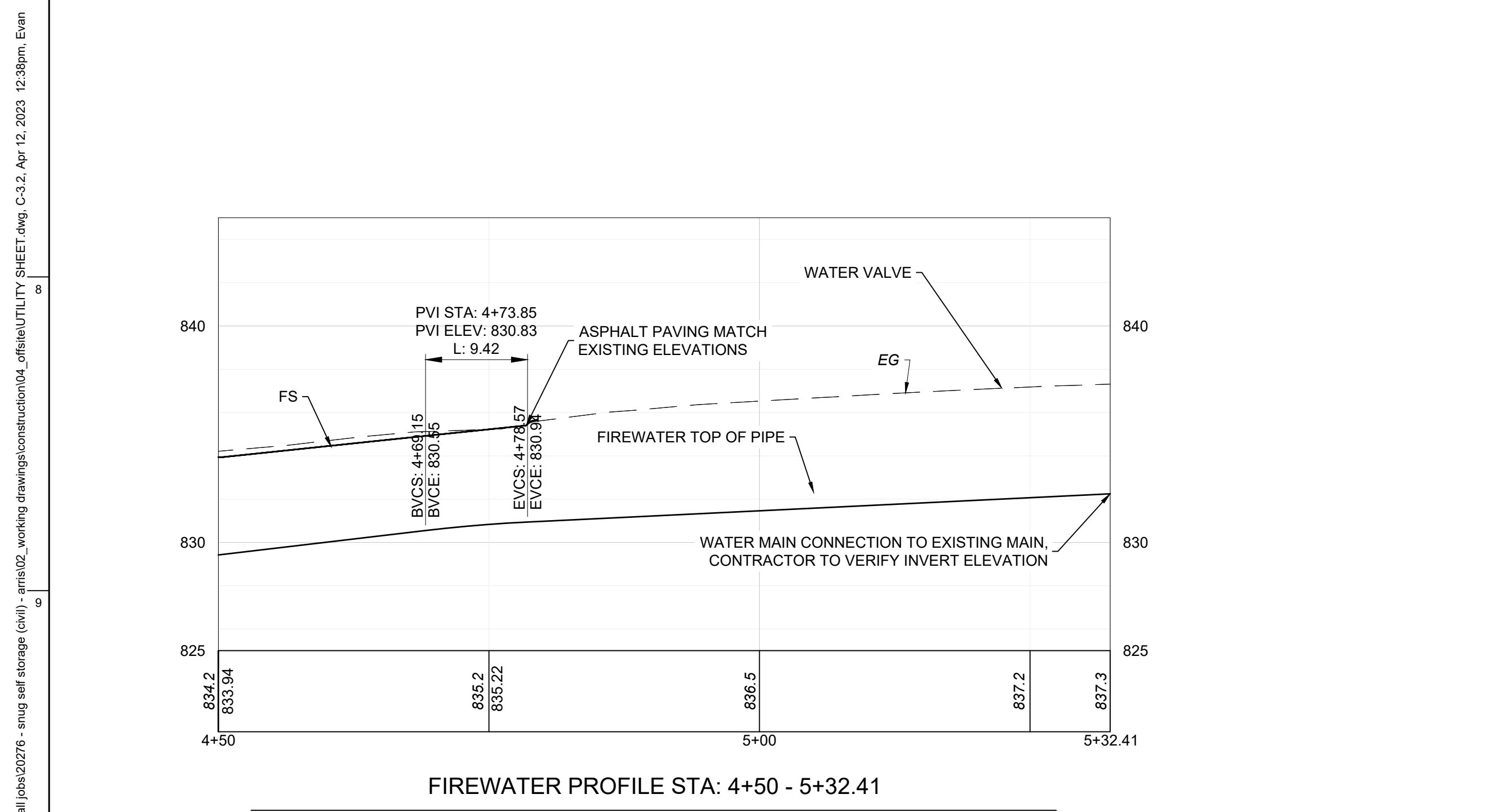
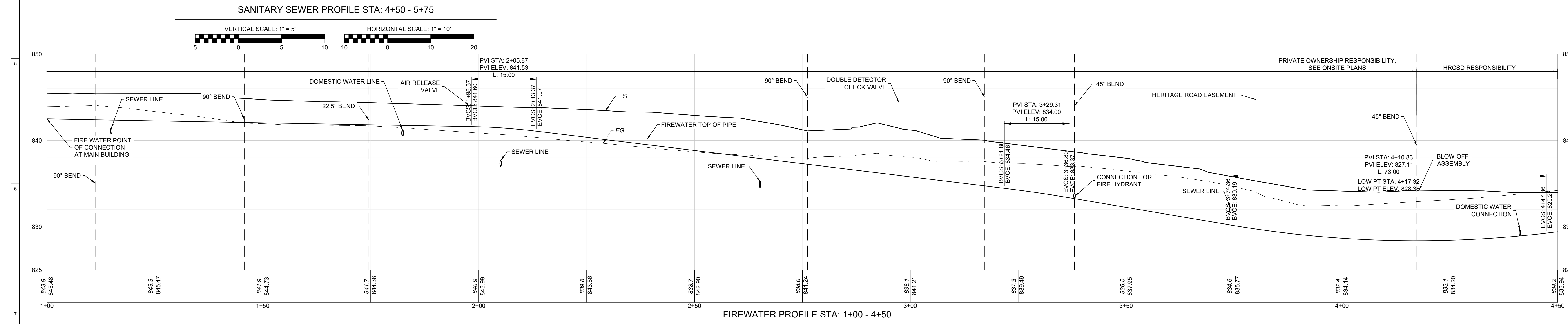
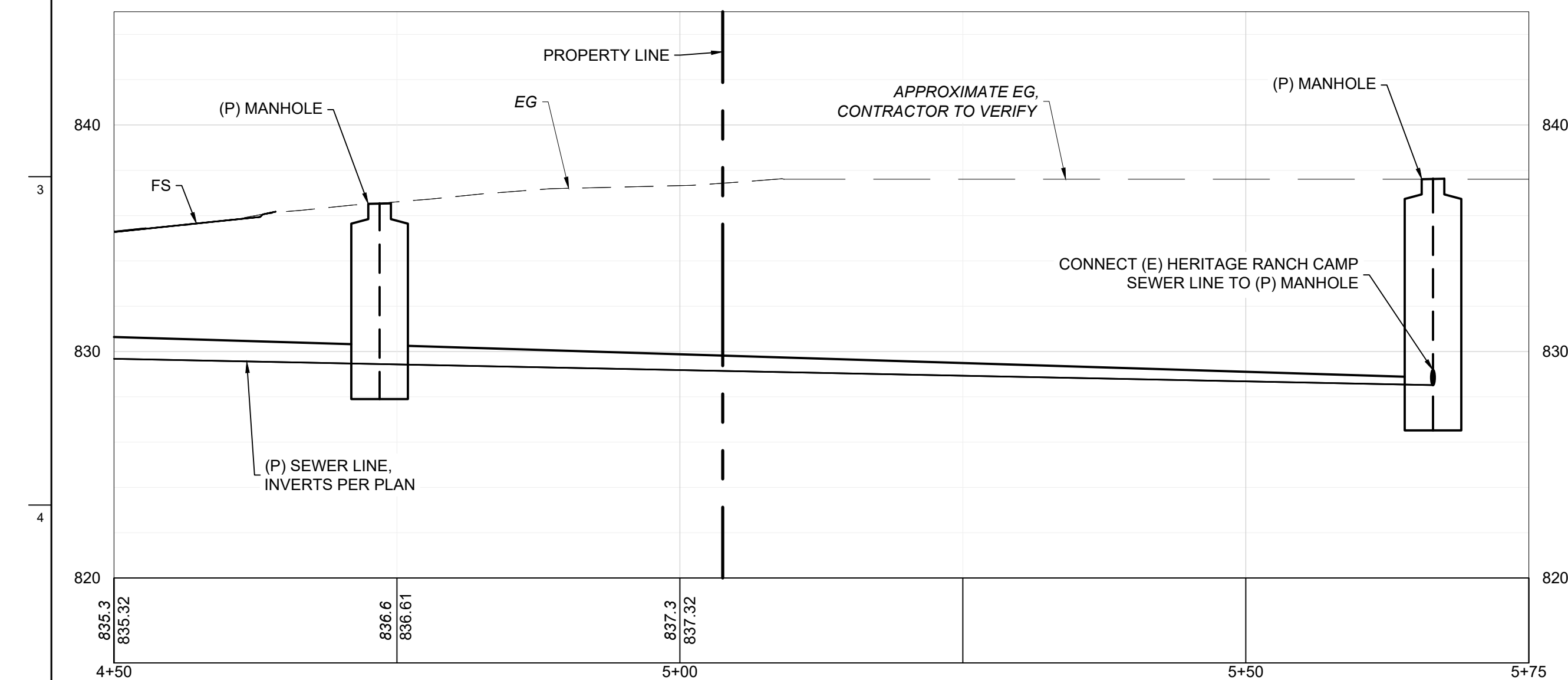
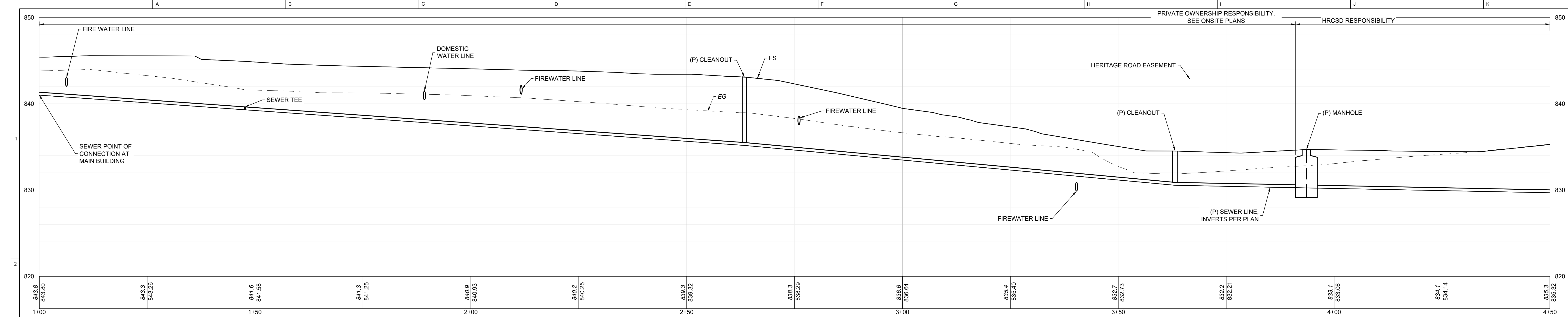
COUNTY STAMP:

HERITAGE RANCH COMMUNITY SERVICES DISTRICT - GENERAL MANAGER

HERITAGE RANCH COMMUNITY SERVICES DISTRICT - DISTRICT ENGINEER

S:\M_Jacob2020\all jobs\20276 - eng self storage (civil) - pms\02_working drawings\construction\04_utility\UTILITY SHEET.dwg, C-3.1, Apr 12, 2023, 12:38pm, Eran





**HRCSD SIGNATURES**

HERITAGE RANCH COMMUNITY SERVICES DISTRICT - GENERAL MANAGER

HERITAGE RANCH COMMUNITY SERVICES DISTRICT - DISTRICT ENGINEER

Plan Prepared By:

**Ashley & Vance**  
ENGINEERING, INC.

1025 Camino Real  
San Luis Obispo, CA 93401  
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Engineer of Record:

**SNUG HARBOR BOAT & RV STORAGE  
WATER AND SEWER IMPROVEMENT  
PLANS**

3383 HERITAGE ROAD  
PASO ROBLES, CA 93446

Revisions:

1	
2	
3	
4	

Project Engineer: EMD Ext: 141  
Project Manager: KEA  
Date: 4/12/2023 Scale: PER PLAN  
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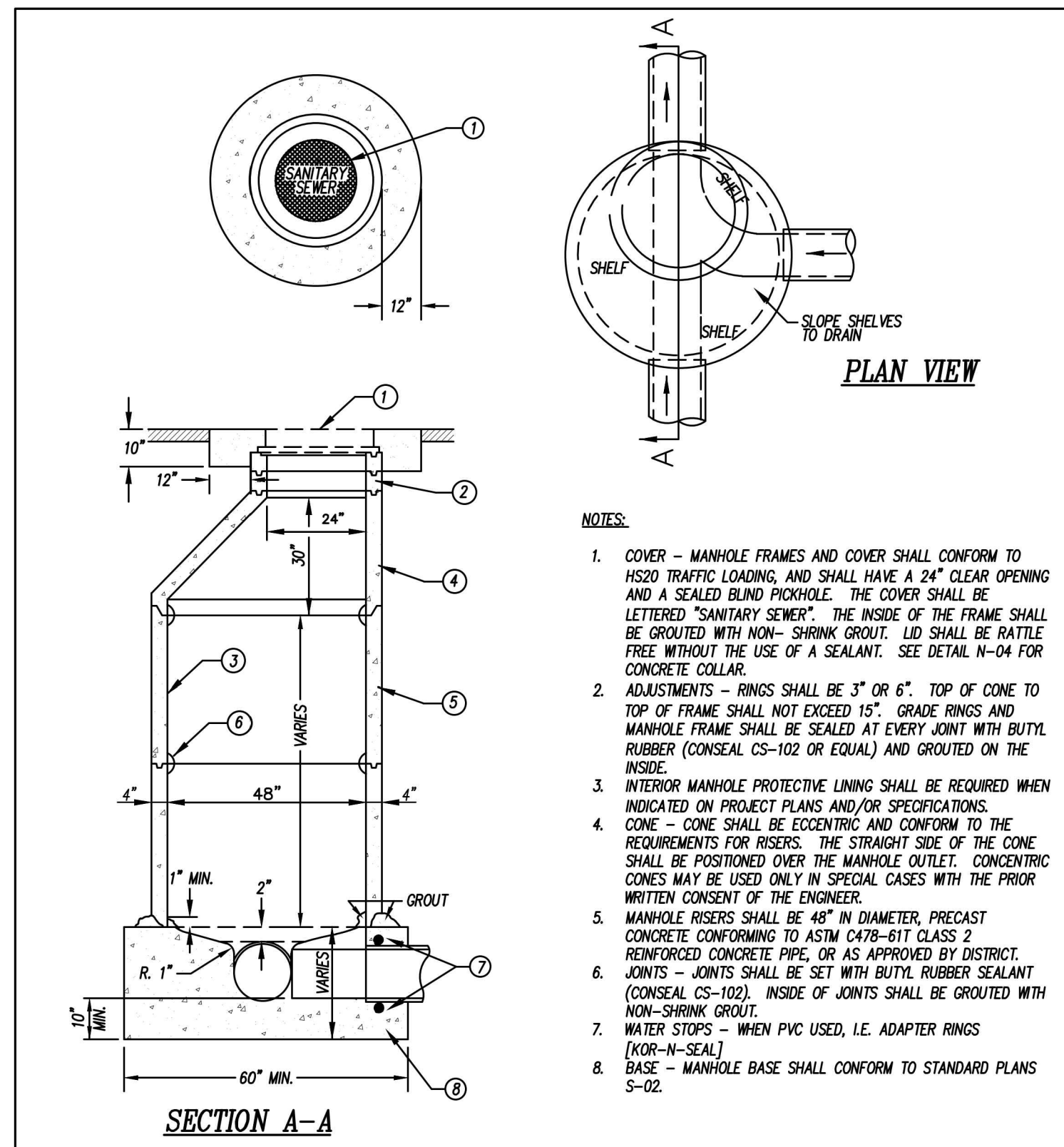
**UTILITY PROFILES**

**C-3.2**

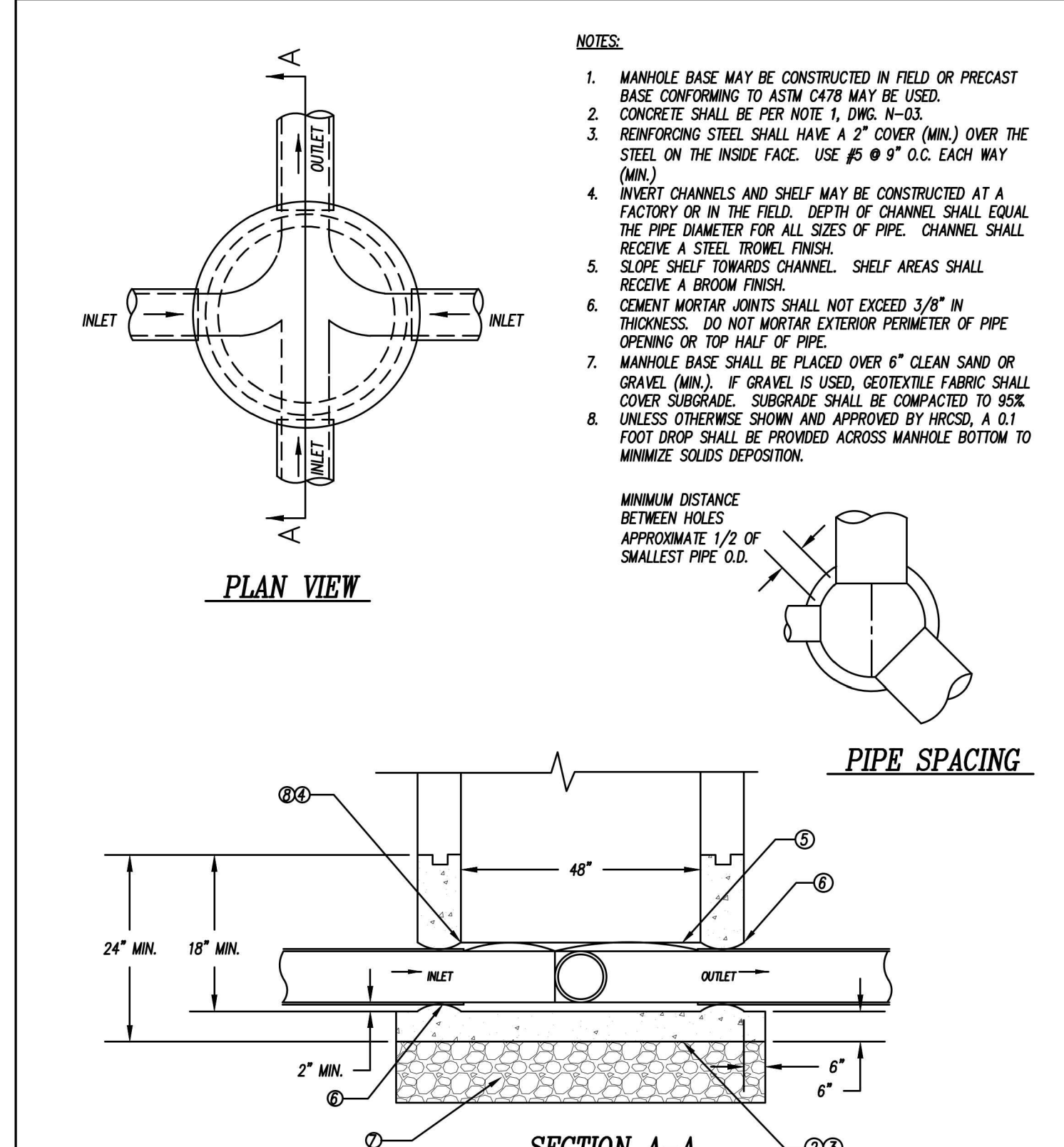
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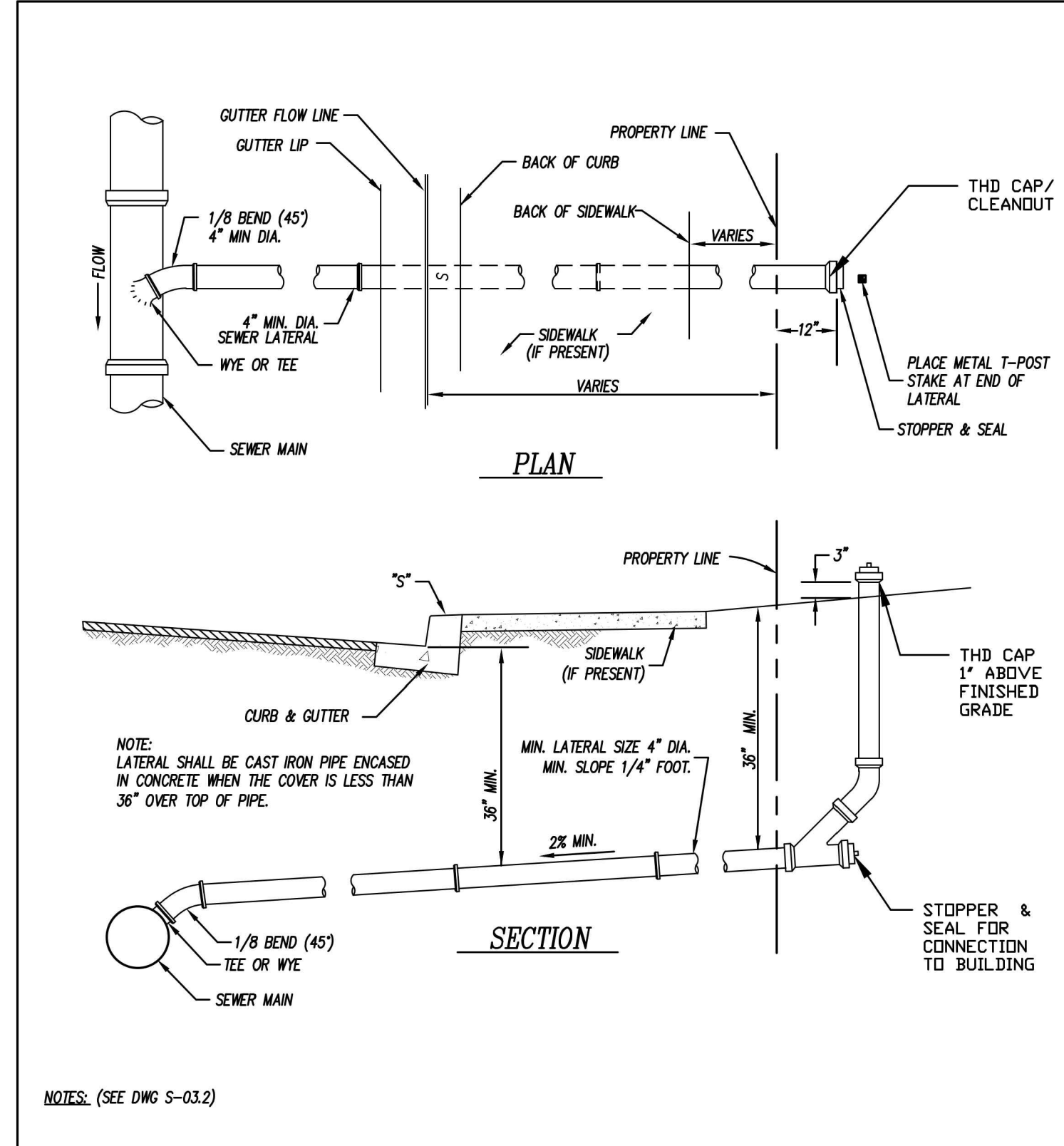




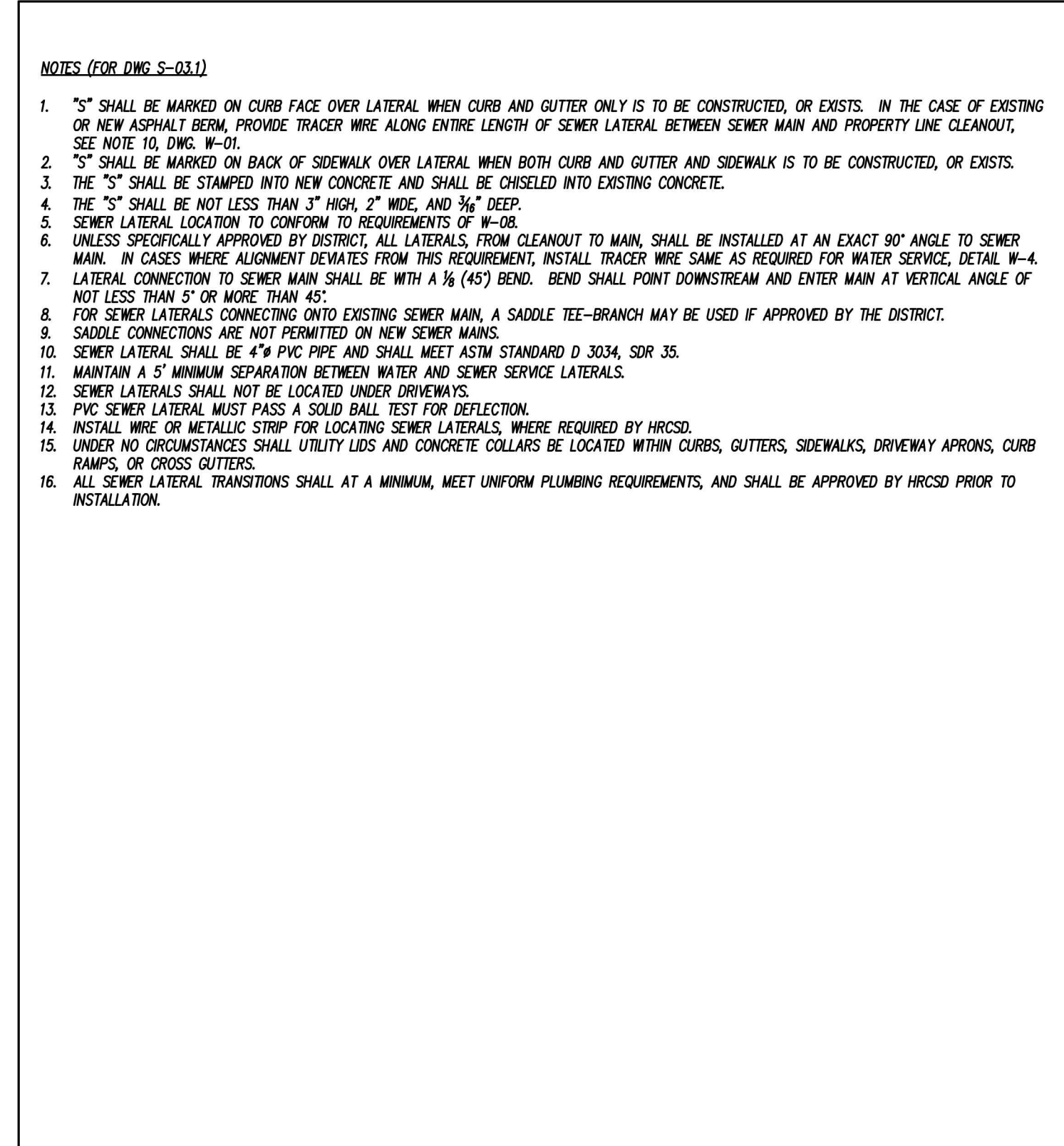
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			STANDARD SEWER MANHOLE <td>DATE:   DRAWN BY: DRD   SCALE: N.T.S.</td>	DATE: DRAWN BY: DRD SCALE: N.T.S.
			APPROVED BY THE DISTRICT ENGINEER	DATE



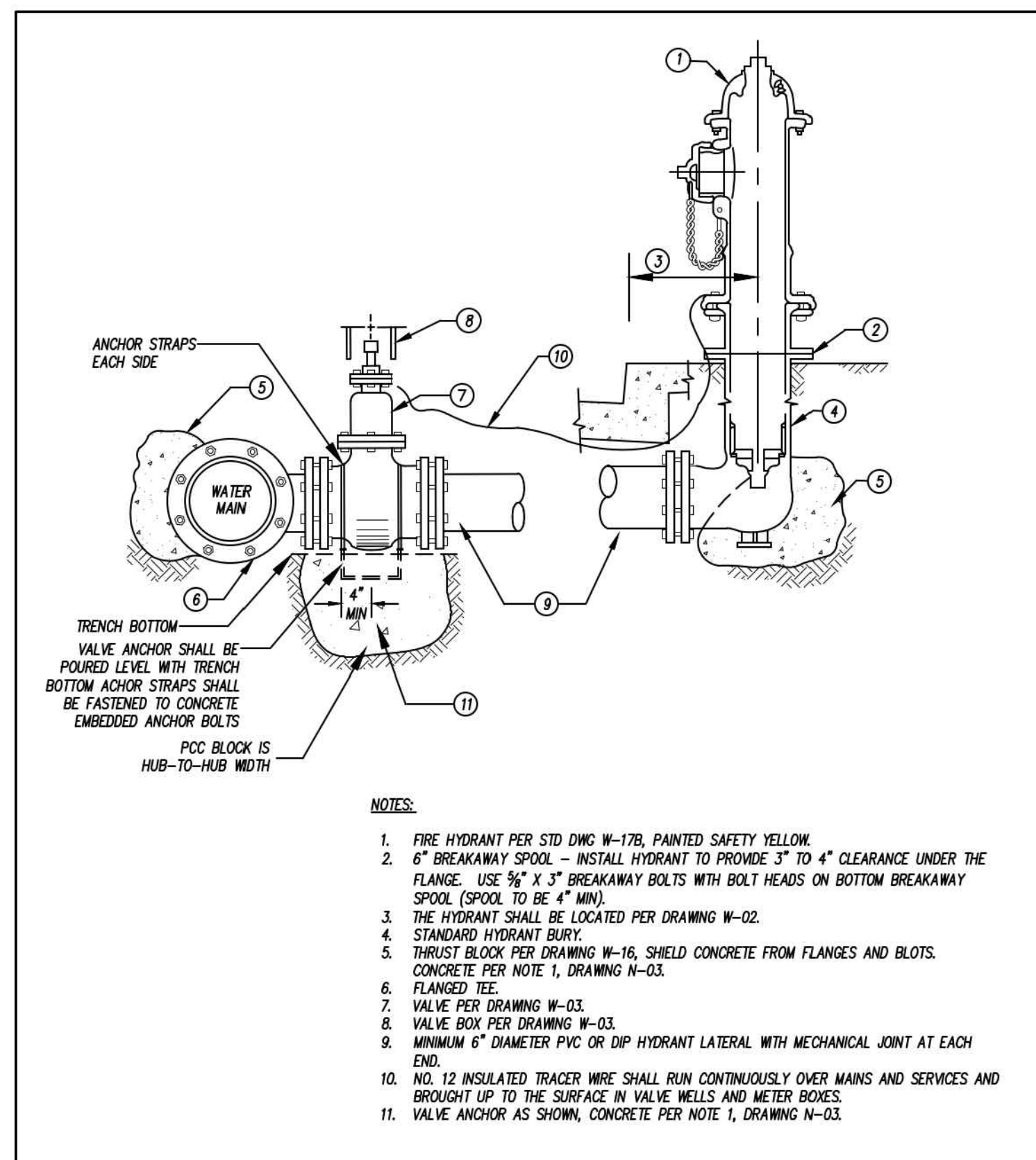
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			STANDARD SEWER MANHOLE BASE <td>DATE:   DRAWN BY: DRD   SCALE: N.T.S.</td>	DATE: DRAWN BY: DRD SCALE: N.T.S.
			APPROVED BY THE DISTRICT ENGINEER	DATE



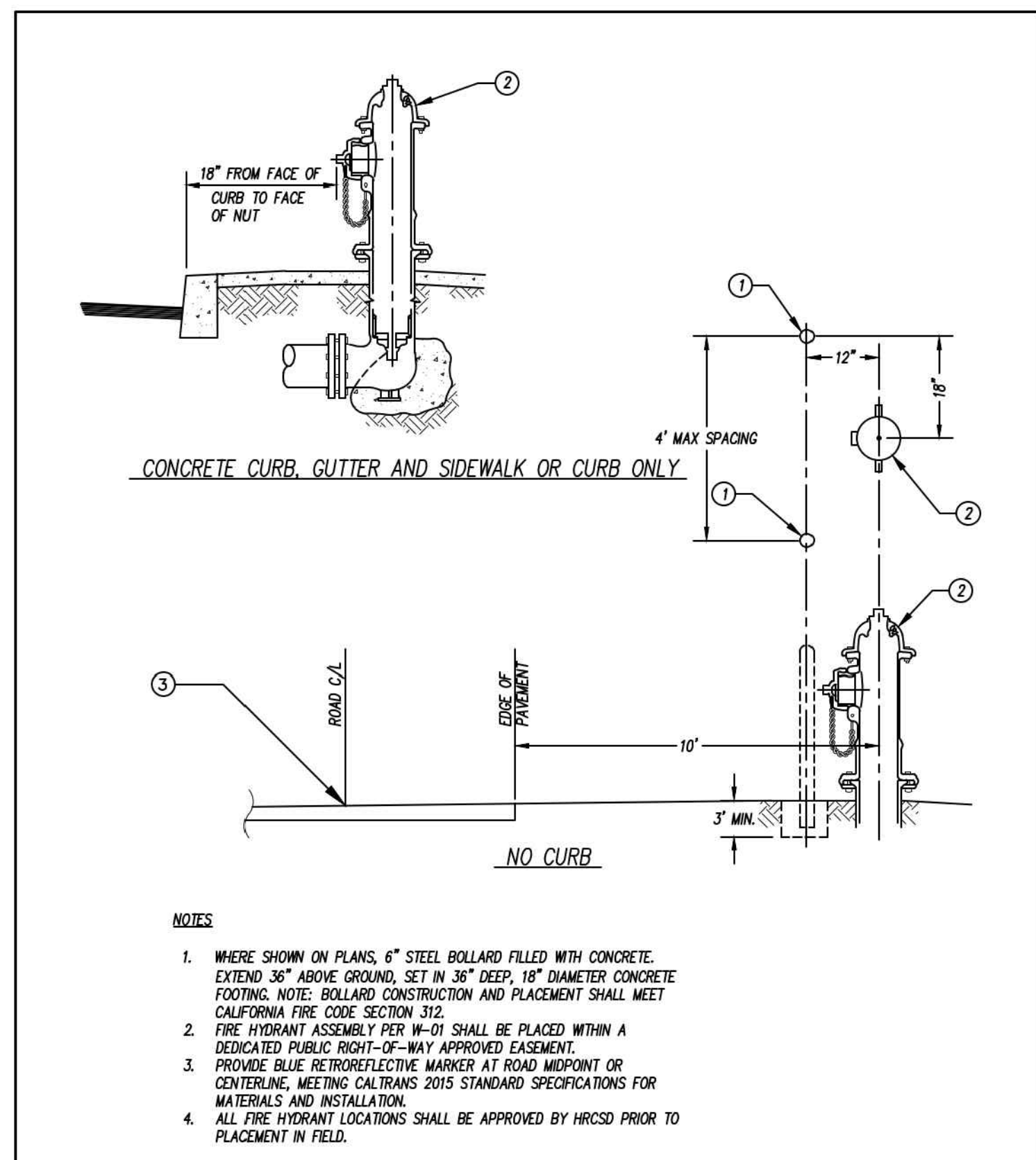
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			SEWER LATERAL LOCATION SINGLE SERVICE <td>DATE:   DRAWN BY: DRD   SCALE: N.T.S.</td>	DATE: DRAWN BY: DRD SCALE: N.T.S.
			APPROVED BY THE DISTRICT ENGINEER	DATE



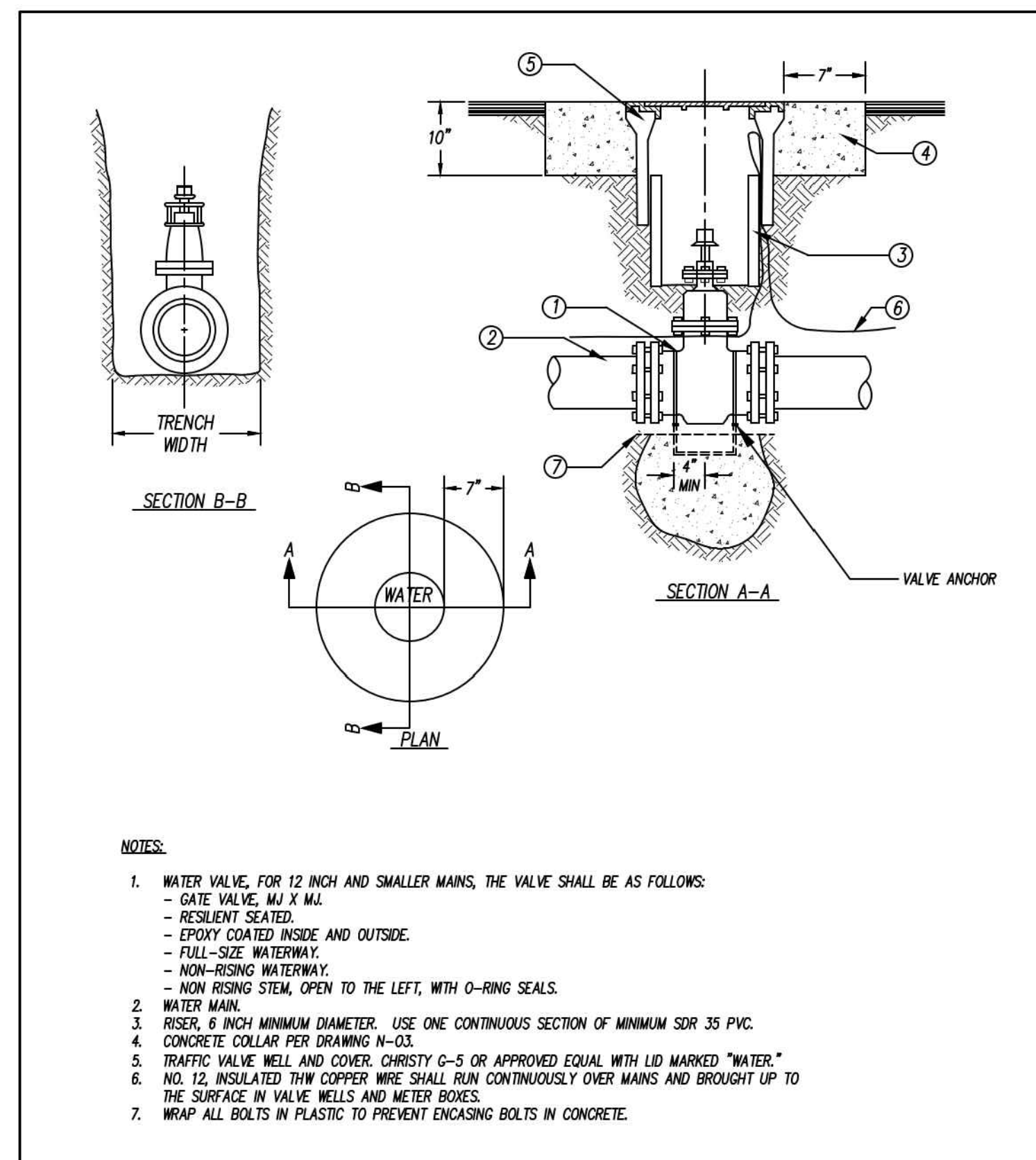
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			SEWER LATERAL LOCATION SINGLE SERVICE <td>DATE:   DRAWN BY: DRD   SCALE: N.T.S.</td>	DATE: DRAWN BY: DRD SCALE: N.T.S.
			APPROVED BY THE DISTRICT ENGINEER	DATE



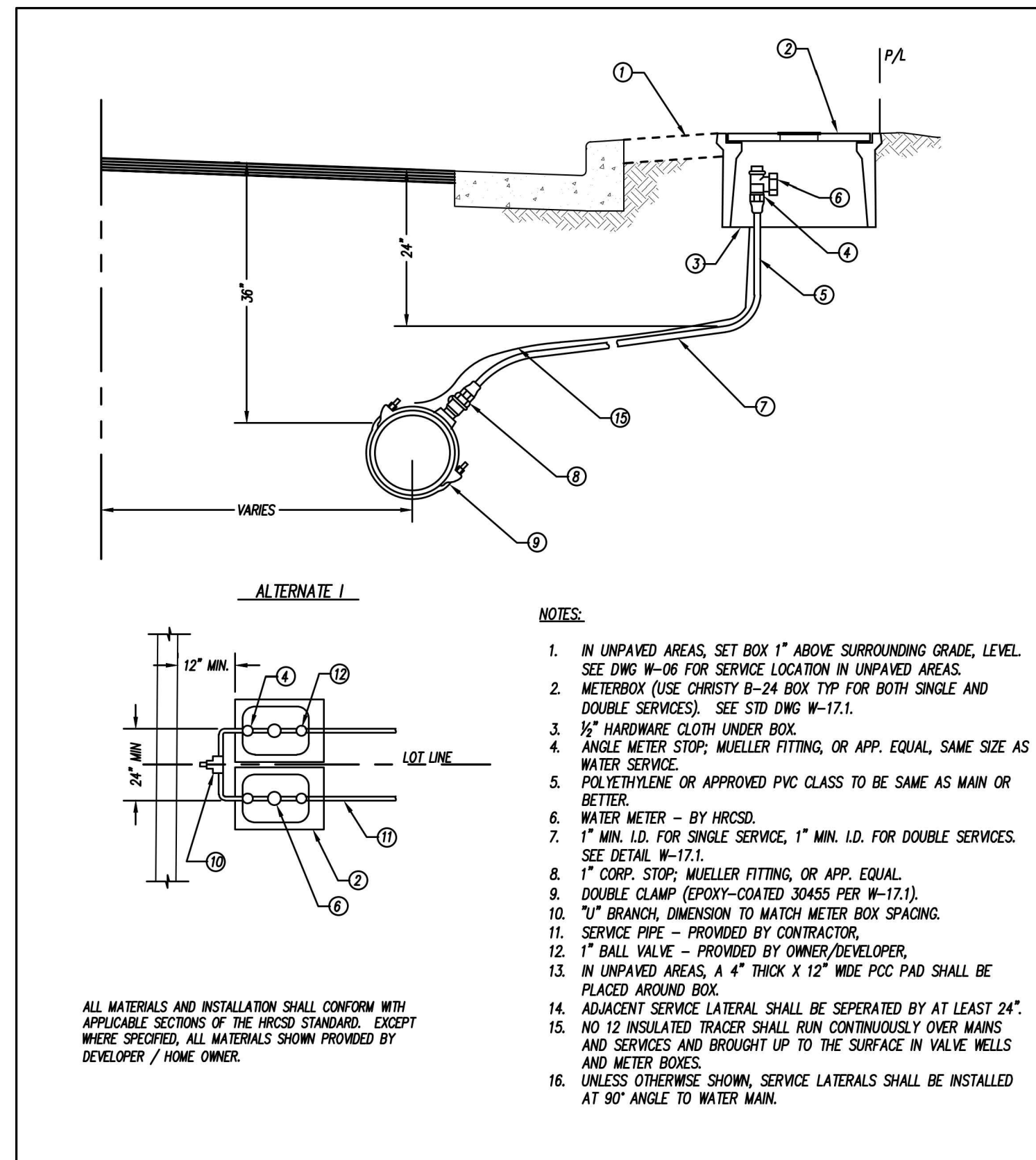
Revisions	Appd.	Dates	HERITAGE RANCH COMMUNITY SERVICES DISTRICT STANDARD DRAWING	SHEET: W-01
			FIRE HYDRANT ASSEMBLY <td>DATE:   DRAWN BY: DRD   SCALE: N.T.S.</td>	DATE: DRAWN BY: DRD SCALE: N.T.S.
			APPROVED BY THE DISTRICT ENGINEER	DATE



Revisions	Appd.	Dates	HERITAGE RANCH COMMUNITY SERVICES DISTRICT STANDARD DRAWING	SHEET: W-02
			FIRE HYDRANT LOCATION <td>DATE:   DRAWN BY: DRD   SCALE: N.T.S.</td>	DATE: DRAWN BY: DRD SCALE: N.T.S.
			APPROVED BY THE DISTRICT ENGINEER	DATE



Revisions	Appd.	Dates	HERITAGE RANCH COMMUNITY SERVICES DISTRICT STANDARD DRAWING	SHEET: W-03
			WATER VALVE <td>DATE:   DRAWN BY: DRD   SCALE: N.T.S.</td>	DATE: DRAWN BY: DRD SCALE: N.T.S.
			APPROVED BY THE DISTRICT ENGINEER	DATE



Revisions	Appd.	Dates	HERITAGE RANCH COMMUNITY SERVICES DISTRICT STANDARD DRAWING	SHEET: W-04
			WATER SERVICE CONNECTION <td>DATE:   DRAWN BY: DRD   SCALE: N.T.S.</td>	DATE: DRAWN BY: DRD SCALE: N.T.S.
			APPROVED BY THE DISTRICT ENGINEER	DATE







**WATER VALVE AND VALVE WELL**

PER DRAWING W-03

3" THROUGH 12" VALVES  
GATE VALVE ONLY;  
MUELLER RESILIENT WEDGE A2360, CLOW  
RESILIENT WEDGE

12" AND LARGER VALVES  
BUTTERFLY VALVES ONLY;  
FRATT FOUNDINGS WITH INTERIOR AND  
EXTERIOR EPOXY COATING, MUELLER  
UNICAL 8

VALVE BOX  
CHRISTY C-5  
BROOKS 3RT

**FIRE HYDRANT ASSEMBLY**

PER DRAWING W-01

FIRE HYDRANTS SHALL HAVE TWO 2 1/2" AND ONE 4" OUTLETS  
FIRE HYDRANTS SHALL HAVE A 6 HOLE BOLT PATTERN

JONES J-3765 W/ METAL CAPS  
CLOW 2060 W/ METAL CAPS

BREAK OFF BOLTS SHALL BE 5/8" x 3 1/2" CADMIUM PLATED BREAK  
AWAY BOLTS

FIRE HYDRANTS SHALL CONFORM TO CDF REQUIREMENTS. CDF FIRE  
HYDRANT REQUIREMENTS WILL SUPERSEDE THESE DRAWINGS.

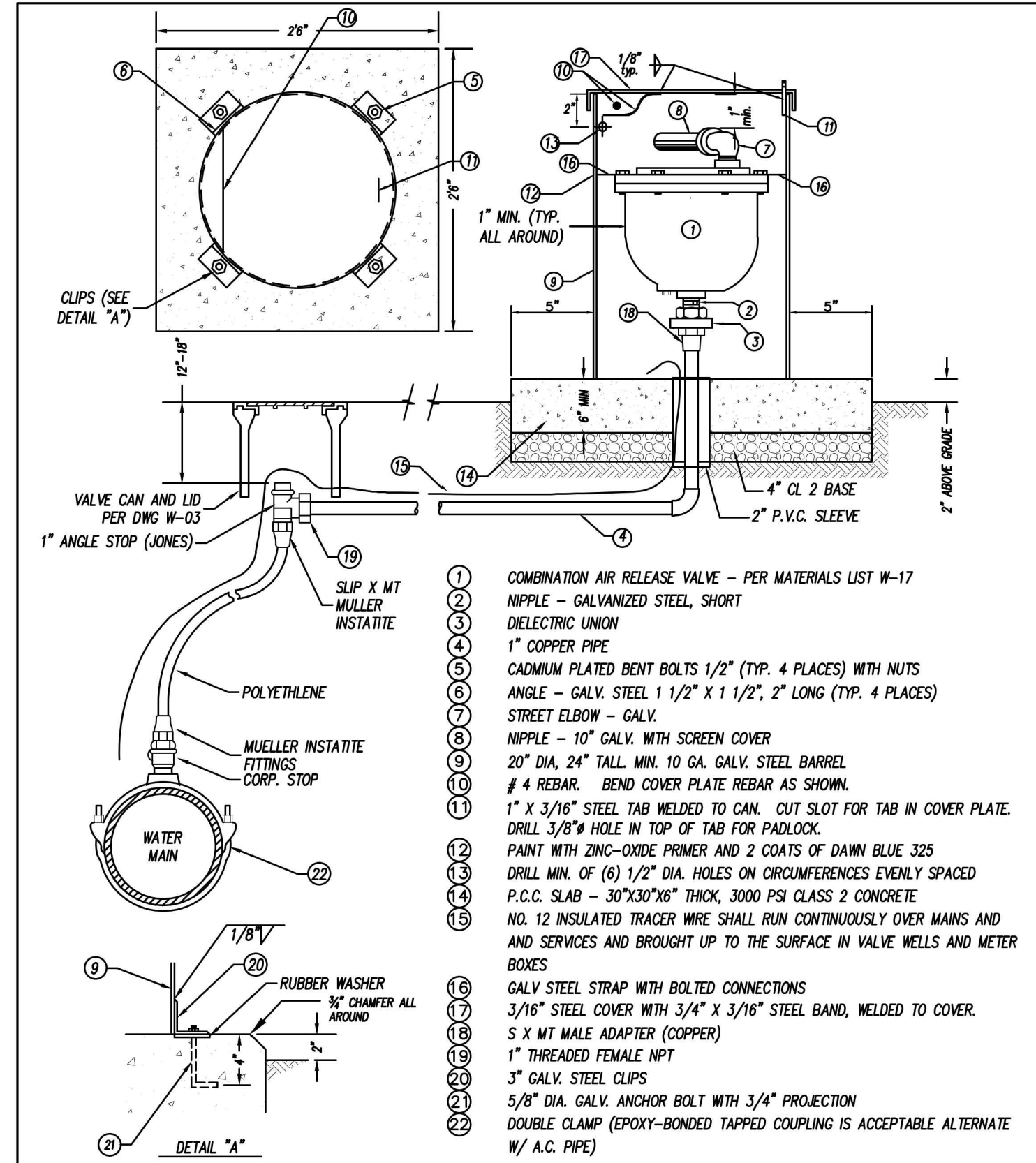
**MISCELLANEOUS WATER  
SYSTEM MATERIALS**

**TAPPING SLEEVES**  
ROMAC SST WITH DUCTILE FLANGE  
MUELLER H 354 WITH DUCTILE FLANGE  
FORD - FAST

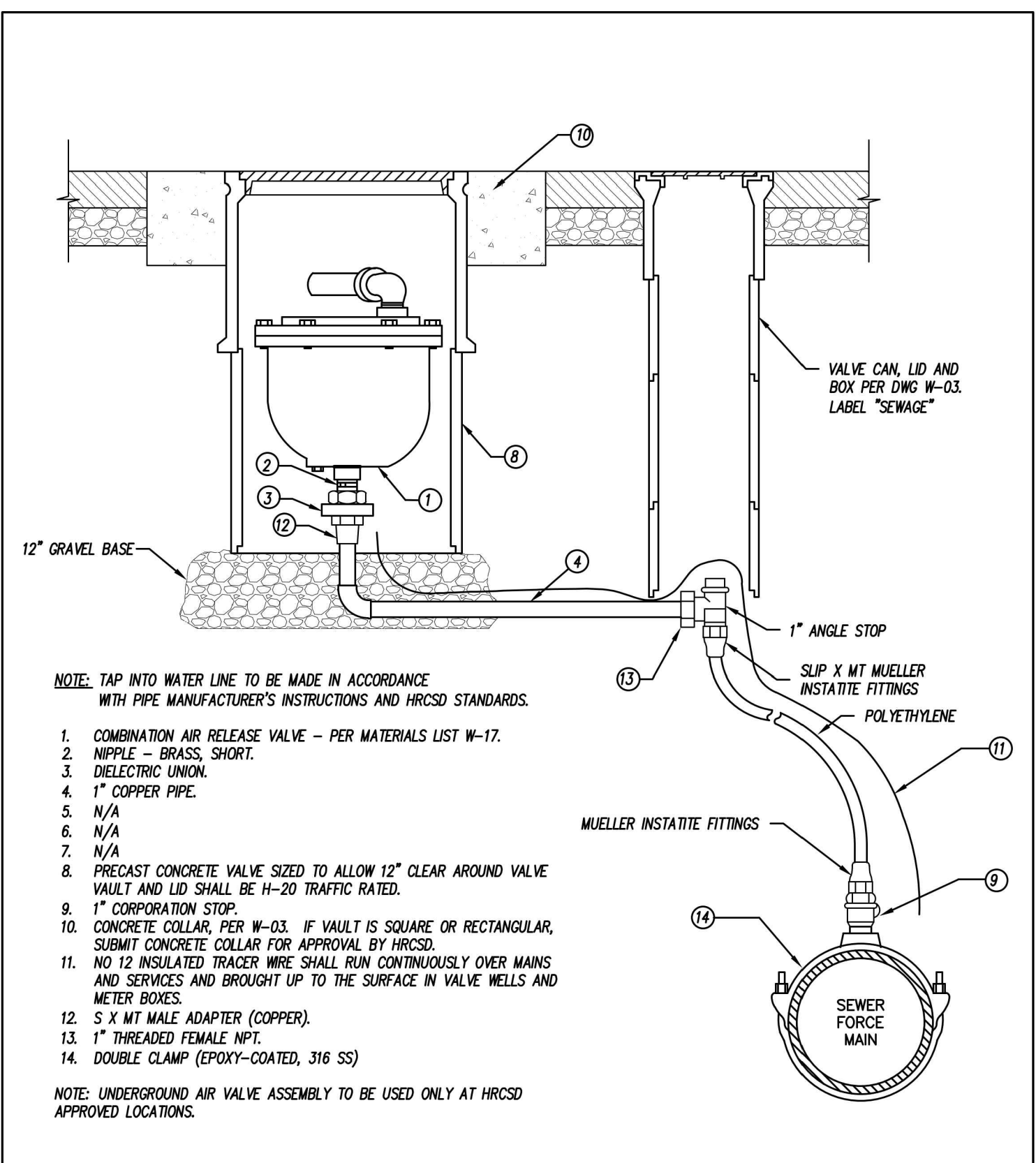
**WATER TIGHT WIRE CONNECTORS**  
SPEARS 03 400

**FITTING HARDWARE**  
ALL VALVE AND FITTING CONNECTIONS SHALL  
BE MADE WITH 304 STAINLESS STEEL NUTS AND  
BOLTS. 316 STAINLESS STEEL, IF REQUIRED BY DISTRICT  
ENGINEER. BOLT THREADS SHALL BE COATED WITH ANTI  
SEIZE COMPOUND PRIOR TO TIGHTENING.

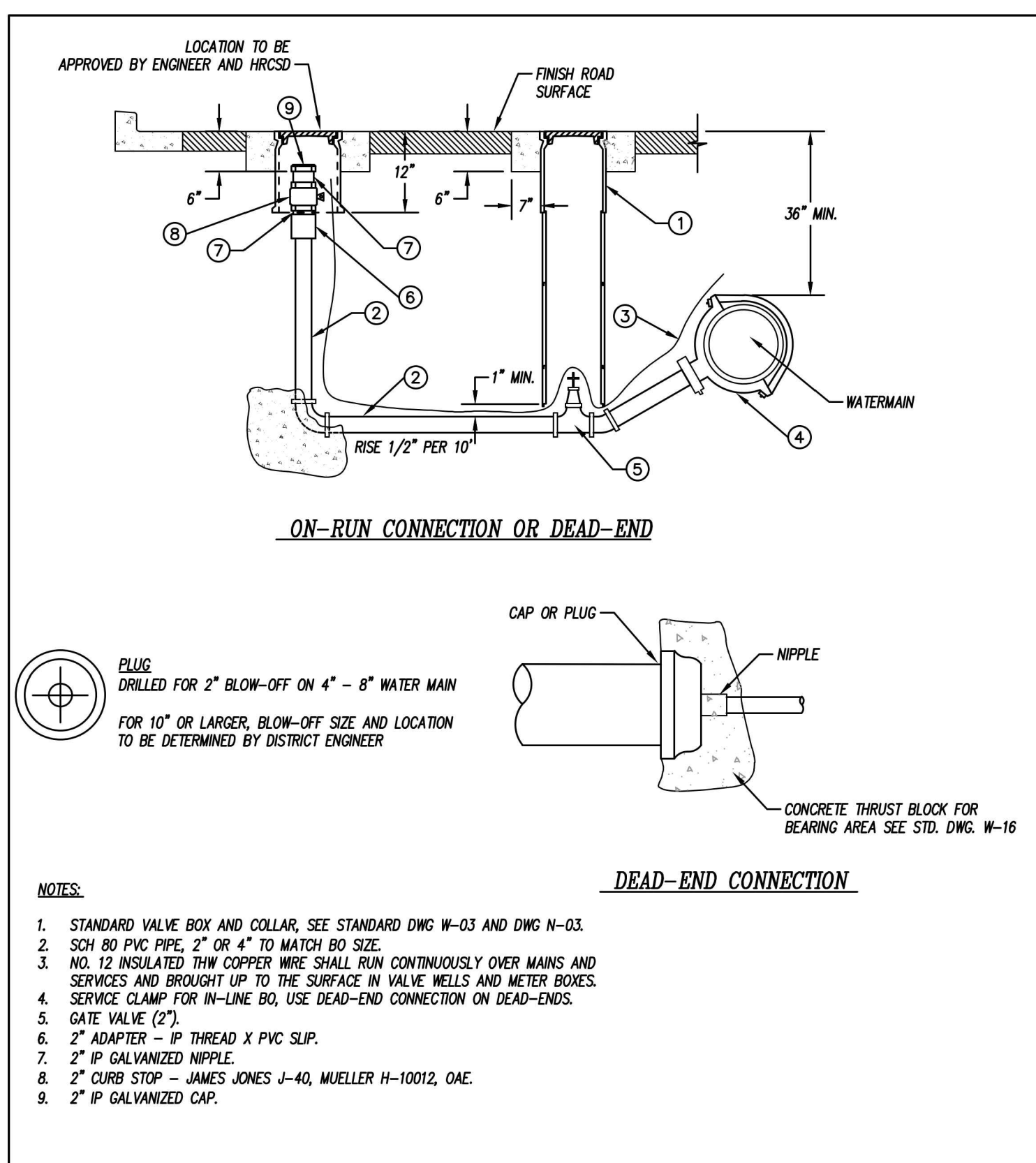
**FITTING COATING**  
SEE STANDARD SPECIFICATION 4.5.D.3 REGARDING BURIED  
FITTINGS, FLANGES. SEE STANDARD SPECIFICATION 4.5.F  
REGARDING PROTECTION OF FITTINGS AND PIPE FROM  
CONCRETE ENCASEMENT.



Revisions	Appd.	Dates	<b>HERITAGE RANCH COMMUNITY SERVICES DISTRICT STANDARD DRAWING</b>	SHEET: <b>W-10</b>
			DATE:	DRAWN BY: DRD
			SCALE: N.T.S.	
APPROVED BY THE DISTRICT ENGINEER			DATE	



Revisions	Appd.	Dates	<b>HERITAGE RANCH COMMUNITY SERVICES DISTRICT STANDARD DRAWING</b>	SHEET: <b>W-11</b>
			DATE:	DRAWN BY: DRD
			SCALE: N.T.S.	
APPROVED BY THE DISTRICT ENGINEER			DATE	



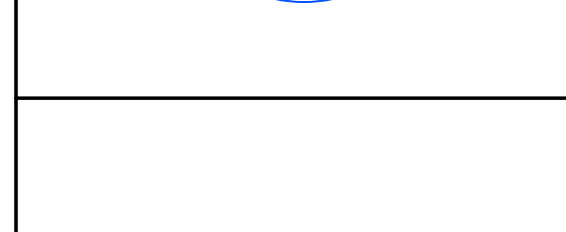
Revisions	Appd.	Dates	<b>HERITAGE RANCH COMMUNITY SERVICES DISTRICT STANDARD DRAWING</b>	SHEET: <b>W-15</b>
			DATE:	DRAWN BY: DRD
			SCALE: N.T.S.	
APPROVED BY THE DISTRICT ENGINEER			DATE	

**Ashley & Vance**  
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Engineer of Record:



SNUG HARBOR BOAT & RV STORAGE  
WATER AND SEWER IMPROVEMENT  
PLANS

3383 HERITAGE ROAD  
PASO ROBLES, CA 93446

Revisions:	
Project Engineer: EMD	Ext: 141
Project Manager: KEA	
Date: 09.13.2022	Scale: PER PLAN
AV Job No: 20276	Sheet Size: 30" x 42"

DETAIL SHEET

**C-4.3**

COUNTY STAMP:

HERCSO SIGNATURES

HERITAGE RANCH COMMUNITY SERVICES DISTRICT - GENERAL MANAGER

HERITAGE RANCH COMMUNITY SERVICES DISTRICT - DISTRICT ENGINEER



# HERITAGE RANCH COMMUNITY SERVICES DISTRICT

## MEMORANDUM

**TO:** Board of Directors

**FROM:** Scott Duffield, General Manager  
Doug Groshart, District Engineer

**DATE:** April 20, 2023

**SUBJECT:** Receive and file a report on cost of Water Resource Recovery Facility project alternatives and provide direction to staff

### **Recommendation**

It is recommended that the Board of Directors

1. Receive this report reviewing the potential costs and compliance-related information regarding Alternatives 2 and 3B from the original “Wastewater Treatment Plant Improvements Preliminary Engineering Memorandum, Rev. 1” by MKN, dated April 16, 2021; and
2. Provide direction to Staff for proceeding with the Water Resource Recovery Facility (WRRF) project.

### **Background**

At the March meeting, after receiving the Staff report revisiting the four alternatives from the original MKN report, your Board directed Staff to further investigate the potential costs and compliance-related issues associated with Alternative 2 (In-Pond Extended Aeration) and Alternative 3B (Packaged MBR) and return to the Board with recommendations for moving forward with the project. Alternatives 3B and 2 were ranked #1 and #2, respectively, in MKN’s report and Staff’s revisiting of the report in March.

### **Discussion**

Costs – As discussed in the Staff report from the March meeting, per the MKN report, looking at the total 20-year NPV for the two subject alternatives, Alternative 2 was estimated to cost 59% of Alternative 3B’s cost. However, at the Board’s request, Staff performed additional research and discussed with other consultants where the costs for the two alternatives have moved since the original report was written. Current cost estimates for similar projects show that Alternative 2 is closer to 80% of the cost of Alternative 3B. These estimates considered only the capital cost of the projects, but did not consider other costs, such as bypass pumping, temporary treatment facilities and



other costs associated with Alternative 2. When considering those additional costs, the gap between the two alternatives continues to narrow.

Future Compliance – At the request of the Board, Staff met with staff members from the Regional Water Quality Control Board to discuss the current state of permitting and where the conditions of compliance may be moving. Per the Water Board (and in line with WSC’s reporting at the March meeting), future permitting concerns will be to address climate change and its impact on system performance, functionality and ultimately compliance. As HRCSD is not near the ocean and therefore not subject to concerns regarding rising oceans, etc., our climate change impacts will likely be less, however, we will need to address issues such as drought, extreme weather (high and low rainfall years), flooding/erosion/watershed impact and fires. From this standpoint of compliance, neither alternative stands out against the other. Both options can and will be designed with these concerns in mind.

The Water Board also stated that the new permit will likely have some requirement for buildout plans for a recycled water program. This is not to say that recycled water will be required, however, we will likely need to research its applicability to our District at a minimum. If the new facility were to require upgrading to recycled water capabilities, current pricing information shows that the additional cost to Alternative 2 would be greater than the cost to Alternative 3B. In other words, the packaged MBR will have the effluent closer to the quality required for recycled water and will therefore require less additional equipment/processes to meet the requirements. Consequently, the cost gap between the two options narrows again, with current information showing that the cost for In-Pond Extended Aeration + recycled water capability is approximately 95% of the cost of a packaged MBR + recycled water capability.

Lastly, the Water Board discussed the potential for future modifications to the toxicity provisions, bacteria limits and PFAs. For each of these items, the MBR option would provide higher quality effluent and higher compliance.

Past and Current Compliance – Also at the request of the Board, Staff reviewed the previous permit and the current Time Schedule Order (TSO) to see how HRCSD has maintained compliance. The major change between the previous permit and the TSO was the addition of Unionized Ammonia as a testing criterion. Previously, the permit required testing for Nitrates as Nitrogen, but not Unionized Ammonia. In wastewater treatment, Nitrates and Unionized Ammonia tend to move in opposite directions. If one were to attempt to lower Nitrates, the Unionized Ammonia would go up and vice versa. When only Nitrates were monitored, it was less of a challenge to attain compliance. With both required, compliance is more of a challenge. Additionally, the current limits will be reduced once the TSO expires.

For Nitrates, the interim TSO limit is 17 mg/L but it will go down to 10 mg/L. Since we have been monitoring Nitrates under the TSO (from Q2 of 2018 to present), we have complied with both current and future limits 40% of the time. 25% of the time, we have complied with current limits but would not meet the future requirements. 35% of the time,

we have exceeded both current and future limits. We have exceeded the final limit 60% of the time and by an average exceedance of 35.55%.

For Ammonia, the interim TSO limit is 2.0 mg/L and the future limit is .025 mg/L. This is where the largest change in treatment requirements will take place and where we would see the largest exceedances of future limits. Currently, we have complied with current and future limits for Ammonia 40% of the time. We have complied with current limits but exceed future limits 60% of the time. We have exceeded the final limit 60% of the time and by an average exceedance of 345.5%.

Based on discussions with consultants and operators, the MBR option is better suited to treating Unionized Ammonia than the In-Pond Extended Aeration option. Compliance via Alternative 2 may not be a given and would require a revision of design and calculations to date to see if and how compliance could be achieved with this option.

## **Results**

Based on the above information, Staff maintains its agreement with the recommendations of the MKN report (and the concurrence by the previous District Engineer) that the District pursue the Packaged MBR project. As the design progresses, staff will work with our consultant to continue to "value engineer" and work to refine the Engineer's Estimate prior to final Project approval by your Board.

File: WRRF