

***SANTA YNEZ COMMUNITY SERVICES DISTRICT***

**MEMORANDUM**

**TO:** Board of Directors

**FROM:** Wendy Berry, Secretary/Treasurer

**DATE:** May 18, 2022

**SUBJECT:** Public hearing on approval of installment payment plan for 3125 Horizon Drive, adoption of Resolution 22-10 approving installment payment plan.

**Recommendation:** Open the public hearing and consider all protests and objections to:

- (1) the installment payments under the installment payment plan
- (2) the collection of the installment payments on the tax roll
- (3) the imposition of a lien to secure payment of the installment payments

After closing the public hearing, the Board may:

- (A) adopt, revise, change, reduce or modify the eligible costs and/or interest rate provided for under the installment payment plan
- (B) overrule any or all objections
- (C) make its final determination as to the terms of the installment payment plan
- (D) adopt Resolution No. 22-10 by at least a 2/3 vote.

**History:** September 16, 2020 , the Board of Directors of the Santa Ynez Community Services District (“District”) adopted Resolution No. 20-10 repealing Resolution No. 17-01 and adopting revised Installment Payment Policy (“Installment Plans”) for capacity fees and related costs for new connections to District’s public sewer system, as permitted by Health and Safety Code Sections 5463 et seq. The installment payment plan is a cost-effective alternative for residents who connect to the District’s sewer system. Currently, the District has one parcel who has utilized the installment payment plan.

**Discussion:** On March 18, 2022, the property owners signed the installment payment agreement. At the April 20, 2022 regular meeting the Board approved the installment payment plan for 3125 Horizon Drive, directed staff to publish and mail a notice of public hearing and bring back the approval resolution. The public hearing notice was published on May 5, 2022. The notice was emailed to the property owners on May 2, 2022. The approved costs of \$68,199.76 will be paid over 20 years on the tax roll with payments to the district in December and April commencing in fiscal year 2022/2023. With Board approval, the property owner could be responsible for paying interest from the time of connection to July 1, 2022 prior to the first property tax payment in December, in lieu of paying one year’s payment upfront.

Attachment:

Resolution 22-10

Certificate of Lien

Installment Payment Plan Agreement & checklist

Public Hearing Notice

Amortization Schedule

**RESOLUTION NO. 22-10**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA YNEZ COMMUNITY SERVICES DISTRICT APPROVING INSTALLMENT PAYMENT PLAN FOR 3125 HORIZON DRIVE**

**WHEREAS**, on September 16, 2020, the Board of Directors of the Santa Ynez Community Services District (“District”) adopted Resolution No. 20-10 repealing Resolution No. 17-01 and adopting a revised policy for approving installment payment plans (“Installment Plans”) for capacity fees and related costs for new connections to District’s public sewer system, as permitted by Health and Safety Code Sections 5463 et seq.

**WHEREAS**, John Anthony Dragonette and Mitchi Lee Dragonette, Trustees of the John A. and Mitchi L. Dragonette Family Trust dated May 10, 2007 (“Owners”) have signed an Installment Payment Plan Agreement dated March 18, 2022 (the “Owner Agreement”) relating to an Installment Plan for the property owned by them at 3125 Horizon Drive, Santa Ynez, California, designated as Assessor’s Parcel Number 141-350-006 (the “Property”). District’s Board of Directors approved the Owner Agreement on April 20, 2022, and the Owner Agreement has been signed by District’s Board President and Board Secretary on behalf of District.

**WHEREAS**, pursuant to the Owner Agreement, Owners have consented to and waived the right to protest or object to (i) the imposition of a lien against the Property to secure the Installment Payments (as defined below) payable under the Installment Plan, (ii) the collection of the Installment Payments on the tax roll, and (iii) the recording of a lien certificate with the Santa Barbara County Recorder to secure the payment of all costs that are covered under the Installment Plan, together with interest thereon.

**WHEREAS**, District desires to approve an Installment Plan for the Property on the terms and conditions set forth herein.

**NOW, THEREFORE**, the Board of Directors of the Santa Ynez Community Services District does hereby resolve as follows:

- 1. Approval of Installment Plan.** The Board of Directors hereby approves an Installment Plan for the Property on the terms and conditions set forth herein.
- 2. Approved Costs.** The following costs are hereby approved to be covered under the Installment Plan for the Property (collectively, the “Approved Costs”):

(b) Capacity fees for as single-family dwelling as set forth in Exhibit A to District's Sewer Service Code, in the total amount of **\$6,336.98**.

(b) Inspection fees and permit fees in the amount of **\$290.00**.

(c) Costs for District staff time and materials associated with the connection of the Property to District's public sewer system (e.g., saddle or tap costs) in the amount of **\$0.00**.

(d) Horizon Drive capacity fees to cover the Property's share of a prior District collection system expansion project in the amount of **\$57,924.00**.

(e) Highway 246 Undercrossing fees to cover the Property's share of a prior District collection system expansion project in the amount of **\$654.00**.

(f) The time of District staff and legal counsel associated with the preparation of the Owner Agreement, the preparation and adoption of this Resolution, and the preparation and recording of the Lien Certificate (as defined below), in the amount of **\$500.00**.

(g) Noticing, publication, and recording costs in the amount of **\$500.00**.

(f) Annexation fees and admin charge in the amount of **\$1,994.78**.

**3. Terms for Installment Payments.** The terms for the repayment of the Approved Costs, which total \$68,199.76 shall be as follows:

(a) The term for repayment shall be twenty (20) years ("Repayment Term"). Notwithstanding the foregoing, if the Property, any part of it, or interest in it is sold, conveyed, transferred or alienated in any other manner, by operation of law or otherwise, all Installment Payments, including accrued interest, regardless of the due date, at the option of District, and without demand or notice, will immediately become due and payable.

(b) Interest shall accrue on the Approved Costs at the rate of four and a half percent (4.50%) per annum commencing upon the connection of the Property to District's public sewer system.

(c) The Approved Costs shall be fully amortized over the (20) year period of the Repayment Term, with equal installments of principal and interest being due and payable two (2) times per year at the time the property tax bills for the Property are due (the "Installment Payments"). As of the date that the Installment Payments are added to the County property tax roll, Owner shall pay to District (i) interest accrued from the date of connection of the Property to District's public sewer system at the rate specified herein, and (ii) any Installment Payments that cannot be added to the property tax roll for the year in question due to the timing of the connection.

(d) Any Installment Payment which is not paid when due shall be subject to (i) a basic penalty of ten percent (10%) for nonpayment of the Installment Payment, and (ii) a penalty of one and one-half percent (1½%) per month for nonpayment of the Installment Payment and basic penalty.

4. **Notice.** District has given notice to Owners in substantially the form set forth in Exhibit "A" attached hereto (the "Notice"). The Notice was published once a week for three successive weeks in a newspaper regularly published once a week or oftener, with at least five days intervening between the respective publication dates. At least ten (10) days prior to the hearing on the adoption of this Resolution, the Notice was mailed to Owners.

5. **Board Action.** The Board has conducted a hearing at which it heard and considered all objections or protests, if any, to the Approved Costs and interest thereon. The Board hereby (i) approves and makes its final determination with respect to the Approved Costs and interest thereon, and (ii) overrules all objections and protests relating thereto. The adoption of this Resolution shall require approval by a two-thirds (2/3) vote of District's Board of Directors.

6. **Collection on Tax Roll.**

(a) On or before the tenth day of August of each year following the adoption of this Resolution and continuing for the Repayment Term, the Board shall certify to the County auditor the amount of the Installment Payments to be entered against the Property on the assessment roll.

(b) The County auditor shall enter the amount of the Installment Payments on the current assessment roll and (except as provided in Section 6.c., below), the amount of the Installment Payments shall constitute a lien against the Property as of noon on the first Monday in March immediately preceding the date of entry.

(c) The County tax collector shall include the amount of the Installments Payments on the tax bills for the Property. Thereafter, all laws applicable to the levy, collection and enforcement of taxes, including penalties and interest, shall be applicable to the Installments Payments. However, if the Property has been transferred to a bona fide purchaser for value or a lien of a bona fide encumbrancer for value has been created and attaches to the Property during the year prior to the date on which the first Installment Payment appears on the assessment roll, then the lien which would otherwise be imposed shall not attach to the Property and the Installment Payments will be transferred to the unsecured roll for collection.

7. **Recording of Lien.** Pursuant to Health & Safety Code Section 5474.6(b), the principal amount of the Approved Costs and interest thereon shall be secured by recording a lien certificate (the "Lien Certificate") with the Santa Barbara County Recorder immediately following the adoption of this Resolution. From the time of recordation of the Lien Certificate, the amount required to be paid, together with interest and penalties, constitutes a lien upon all real property in Santa Barbara County that is owned by Owners or afterwards, and before the lien expires, acquired by Owners. The lien shall have the force, priority, and effect of a judgment lien and shall continue for 10 years. The lien may be extended for successive 10-year periods. District's lien rights pursuant to this Section 7 and Health & Safety Code Section 5474.6(b) shall not be impaired by a transfer to a bona fide purchaser for value or a lien of a bona fide encumbrancer for value as referenced in Section 6.c., above.

**PASSED AND ADOPTED** on May 18, 2022, by the following vote of the Board of Directors of the Santa Ynez Community Services District:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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Karen Jones,  
President of the Board of Directors

**ATTEST:**

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Wendy Berry,  
Secretary of the Board of Directors



**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

Santa Ynez Community Services District  
1070 Faraday Street  
P.O. Box 667  
Santa Ynez, CA 93460

Exempt from fees per Gov't Code §6103  
APN 141-350-006

**CERTIFICATE OF LIEN FOR INSTALLMENT PAYMENTS  
OF SEWER CAPACITY FEES AND RELATED COSTS**

John Anthony Dragonette and Mitchi Lee Dragonette, Trustees of the John A. and Mitchi L. Dragonette Family Trust dated May 10, 2007 (“Owners”), are the owners of that certain real property in the County of Santa Barbara, State of California, commonly known as 3125 Horizon Drive, Santa Ynez, California 93460, and designated as Assessor’s Parcel Number 141-350-006, which real property is more specifically described on Exhibit “A” attached hereto and incorporated herein by reference (the “Property”).

There is currently due and owing to the Santa Ynez Community Services District (the “District”) the sum of \$68,199.76 for sewer capacity fees and other costs relating to the connection of the Property to the District’s public sewer system (the “Sewer Payment”). Pursuant to Resolution No. 22-10 adopted by the District’s Board of Directors on May 18, 2022, the Sewer Payment is payable in installments, with interest thereon at the rate of four and one half percent (4.50%) per annum. Owners, whose address is 3125 Horizon Drive, Santa Ynez, California 93460, are liable for the Sewer Payment, interest, and penalties (if applicable). From the time of recordation of this Certificate, the Sewer Payment, interest, and penalties (if applicable) constitute a lien on the Property and on all other real property in the County of Santa Barbara owned by Owners.

As provided in Resolution No. 22-10, if the Property, any part of it, or interest in it is sold, conveyed, transferred, or alienated in any other manner, by operation of law or otherwise, the entire Sewer Payment, including accrued interest, regardless of the due date, at the option of District, and without demand or notice, will immediately become due and payable.

This Certificate is recorded and the lien established by the authority of Health & Safety Code Section 5474.6(b). The lien shall have the force, priority, and effect of a judgment lien, shall continue for ten (10) years from the date of recordation of this Certificate, and may be extended for successive ten (10) year periods. The District’s lien rights shall not be impaired by a transfer of the Property to a bona fide purchaser for value or a lien of a bona fide encumbrancer for value.

Dated \_\_\_\_\_, 2022

SANTA YNEZ COMMUNITY  
SERVICES DISTRICT

By: \_\_\_\_\_  
Michael S. LeBrun, General Manager

*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.*

State of California )  
 )  
County of Santa Barbara )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public  
*(here insert name and title of the officer)*

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)



**EXHIBIT "A"**  
**Legal Description**

The following described property in the unincorporated area of Santa Ynez, County of Santa Barbara, State of California:

Lot 6 of Tract No. 11679 in the County of Santa Barbara, State of California, as shown on Map filed in Book 90, Pages 78 and 79 of Maps, in the Office of the County Recorder of said County.

APN 141-350-006



## INSTALLMENT PAYMENT PLAN AGREEMENT

THIS INSTALLMENT PAYMENT PLAN AGREEMENT (this "Agreement"), dated for reference purposes as of March 18, 2022, is made and entered into by and between the Santa Ynez Community Services District, a public agency (the "District"), and the property owner(s) identified on the signature page hereof ("Owner").

### Recitals

A. Pursuant to Resolution No. 20-10 adopted on September 16, 2020, the District has established a policy (the "Installment Plan Policy") for approving installment payment plans ("Installment Plans") for connection fees and related costs for new connections to the District's public sewer system.

B. Owner desires to have the District approve an Installment Plan for the real property owned by Owner at 3125 Horizon Drive, Santa Ynez, California (the "Eligible Parcel"). The Eligible Parcel is improved with one or more existing buildings that (i) have kitchen, bathroom or other facilities that produce sewage, and (ii) are connected to a septic system or other on-site private sewage disposal system (the "Existing Buildings").

C. Pursuant to the Installment Plan Policy, Owner is required to enter into this Agreement prior to the approval of the Installment Plan by the District's Board of Directors.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Owner Consent and Waiver.** In connection with the approval of the Installment Plan by the District's Board of Directors, Owner hereby consents to and waives the right to protest or object to (i) the imposition of a lien against the Eligible Parcel to secure the installment payments payable under the Installment Plan, (ii) the collection of the Installment Payments on the tax roll, and (iii) the recording of a lien certificate with the Santa Barbara County Recorder to secure the payment of all costs that are covered under the Installment Plan, together with interest thereon.

2. **Reimbursement of Costs.** If Owner withdraws Owner's request to have the District approve an Installment Plan for the Eligible Parcel before the District's Board of Directors takes action on such request, or if Owner does not complete the connection of the Existing Buildings on the Eligible Parcel to the District's public sewer system within one (1) year after the approval of the Installment Plan by the District's Board of Directors, Owner agrees to immediately reimburse the District for any and all fees and costs incurred by the District relating to Owner's request to have the District approve an Installment Plan for the Eligible Parcel, including but not limited to the following (collectively, "Reimbursable Costs"):

(a) Constructing a side sewer and any necessary plumbing to facilitate the connection of the Existing Buildings to the District's public sewer system.

(b) Converting Owner's on-site septic system or other on-site private sewage disposal system, including the cost of pipes, pumps, and other equipment, and septic system abandonment.

(c) The time of District staff and legal counsel associated with the preparation of this Agreement, the preparation and adoption of the resolution approving the Installment Plan, and the preparation of a lien certificate to secure the payment of amount due to the District from Owner.

(d) Noticing, publication, and recording costs.

If Owner fails to immediately reimburse the District for all Reimbursable Costs, the District shall have the right to (i) collect the Reimbursable Costs on the tax roll, and (ii) record of a lien certificate against the Eligible Parcel with the Santa Barbara County Recorder to secure the payment of the Reimbursable Costs. Owner hereby consents to and waives the right to protest or object to such collection and recording. A release of said lien certificate shall be recorded when the Reimbursable Costs have been paid in full.

3. **No Rights Conferred.** Owner acknowledges, agrees and confirms that the District's Board of Directors may approve or disapprove an Installment Plan for the Eligible Parcel in its sole and absolute discretion and shall be under no obligation to approve an Installment Plan for the Eligible Parcel, even where if Eligible Parcel satisfies all of the requirements under the Installment Plan Policy. By entering into this Agreement, the District does not confer any rights upon the Eligible Parcel, Owner or any other person.

4. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance is, to any extent, determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is determined to be invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and unenforceable to the fullest extent permitted by law.

5. **Waivers.** No waiver of any breach of any provision herein and no delay in enforcing performance of any obligation hereunder shall be deemed a waiver of any preceding or succeeding breach, or of any other provision herein, and no such waiver or delay shall impair any right, power or remedy relating to the breach. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

6. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the parties hereto.

7. **Professional Fees.** In the event of any action or suit arising in connection with the enforcement or interpretation of any of the covenants or provisions of this Agreement, the prevailing party shall be entitled to recover all costs and expenses of the action or suit, including actual attorneys' fees, accounting fees and any other professional fees incurred in connection therewith.

8. **Entire Agreement/Amendments.** This Agreement (including all exhibits attached hereto) is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and communications with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by a written instrument signed by the party to be charged. The parties do not intend to confer any benefit hereunder on any person, organization or entity other than the parties hereto. All exhibits, schedules and appendices attached to this Agreement are incorporated herein by reference and are made a part hereof.

9. **Time of Essence.** Time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof. Failure to timely perform any of the terms, conditions, obligations or provisions hereof by any party shall constitute a material breach of and a noncurable (but waivable) default under this Agreement by the party so failing to perform.

10. **Construction.** Headings at the beginning of each section, subsection, paragraph and subparagraph are solely for the convenience of the parties and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to sections, subsections, paragraphs and subparagraphs are to this Agreement.

11. **Governing Law.** The parties agree that (i) this Agreement shall be governed by, interpreted under and enforced in accordance with the laws of the United States of America and the State of California, (ii) in the event of any dispute, the parties shall be subject to the jurisdiction of the courts of the State of California, regardless of their place of residence, and (iii) in any action arising in connection with this Agreement, venue shall be in the County of Santa Barbara, State of California, United States of America.

12. **Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. In the event executed copies of this Agreement, or of any notices permitted or required hereunder, are provided by one party to the other(s) by facsimile or email transmission, the facsimile or email copies and the signatures thereon shall for all purposes be treated as originals. Owner represents and warrants to the District that the person(s) signing this Agreement as Owner is/are the sole owner(s) of the Property, or if the Property is owned by a legal entity, that such person(s) has/have full legal authority to sign this Agreement on behalf of such entity and to bind the entity to the terms hereof.

13. **Notices.** Any notices permitted or required hereunder shall be in writing and shall be (a) given by personal delivery, (b) mailed by certified or registered mail, postage prepaid, return receipt requested, (c) sent by reputable overnight delivery service (e.g., UPS, Federal Express, DHL or Airborne), or (d) sent by facsimile or email transmission using the contact information set forth below.

To District:

Santa Ynez Community Services District  
Attn: General Manger  
1070 Faraday Street  
P.O. Box 667  
Santa Ynez, CA 93460  
FAX: (805) 688-3006  
Email: jose@sycsd.com

To Owner:

John Dragonette  
3125 Horizon Dr  
Santa Ynez, CA 93460  
FAX: 805-558-3215  
Email: john.d@dragonettecellars.com

Any party may change its contact information for notice purposes by giving notice of such change in the manner set forth above.

14. **Assignment.** Neither party may assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth below.

“DISTRICT”

SANTA YNEZ COMMUNITY SERVICES DISTRICT,  
a public agency

By: [Signature]  
Karen Jones,  
President of the Board of Directors

ATTEST:

By: [Signature]  
Wendy Berry,  
Secretary of the Board of Directors

Date: 4/21/22

“OWNER”

[Signature]  
(Owner's signature)

John Dragonette, Trustee of John A. Dragonette Family Trust  
(Owner's name and title, if applicable) and mitch L Dragonette Family Trust

[Signature]  
(Owner's signature)

Mitchi L. Dragonette,  
(Owner's name and title, if applicable) Trustee of the John A. and Mitchi L. Dragonette Family Trust

Date: 3-18-22

John A. and Mitchi L. Dragonette Family Trust



**SANTA YNEZ  
COMMUNITY SERVICES DISTRICT**

**INSTALLMENT PAYMENT PLAN CHECKLIST**

Name of Owner(s): John + Mitchi Dragone Hc

Property Address: 3125 Horizon Dr.  
Santa Ynez, CA 93460

APN: 141-350-006

Date: 3/18/22

	Action	Comments/Status
1.	Owner contacts District to request connection to District's sewer system and approval of an installment payment plan.	✓
2.	Staff confirms that (i) existing buildings are connected to septic system, (ii) property has been annexed to District, and (iii) sewer main is available (or that Owner is proposing to construct extension).	✓
3.	Owner meets with District staff to (i) discuss project specifics, (ii) identify the costs that will be covered under the installment payment plan, and (iii) determine payment terms, including interest rate.	✓
4.	The following eligible costs, if applicable, will be covered by the installment payment plan. (Check boxes as appropriate.):  <input type="checkbox"/> Constructing a side sewer, including building and lateral sewer*.  <input type="checkbox"/> Plumbing to connect existing building(s) to District's sewer system*.  <input type="checkbox"/> Converting existing onsite system and connecting building(s) to District's sewer system, including pipes, pumps, and other equipment, and septic system	

	<ul style="list-style-type: none"> <li>• The installment payments will be included on the tax bills and will constitute a lien.</li> <li>• Any installment payment not paid when due will be subject to penalties.</li> <li>• Depending on the timing, Owner may be required to pay the first 2 payments up front to account for the delay in adding the payments to the tax roll.</li> </ul>	 ✓  ✓  ✓
6.	Owner signs Installment Payment Plan Agreement waiving right to protest and agreeing to reimburse District for costs if Owner withdraws request or fails to connect within 1 year.	✓
7.	Staff places Installment Payment Plan Agreement on Board agenda.	✓
8.	District Board (i) approves Installment Payment Plan Agreement, (ii) authorizes and directs Board President and Secretary to sign Agreement, and (iii) directs staff to publish and mail notice and bring back a resolution formally approving an installment payment plan for the property.	✓
9.	The Board President and Secretary sign the Installment Payment Plan Agreement and a signed copy is provided to Owner.	
10.	<p>Staff prepares a notice of public hearing for the approval of the installment payment plan with the following information:</p> <ul style="list-style-type: none"> <li>• The principal amount of the costs, the total interest that will accrue, and the amount of the installment payments.</li> <li>• A description of the property.</li> <li>• The times at which the installment payments will become due, including a due on sale provision.</li> <li>• The number of installment payments.</li> <li>• The rate of interest.</li> <li>• That the charges and interest will constitute a lien against the property.</li> </ul>	 ✓  ✓  ✓  ✓  ✓  ✓



	<p>abandonment (including staff time, saddle costs, and other materials, if applicable)*.</p> <p><input checked="" type="checkbox"/> Basic capacity fees.</p> <p><input checked="" type="checkbox"/> Horizon Drive capacity fees.</p> <p><input checked="" type="checkbox"/> Highway 246 undercrossing capacity fees.</p> <p><input checked="" type="checkbox"/> Miscellaneous charges (e.g., permit and inspection charges, new construction lateral fees, and plan check fees).</p> <p><input type="checkbox"/> Project 1 or Project 2 fees. <i>N/A</i></p> <p><input checked="" type="checkbox"/> \$500 flat fee to cover the time of District staff and legal counsel for document preparation and processing.</p> <p><input checked="" type="checkbox"/> Noticing, publication, and recording costs.</p> <p><input checked="" type="checkbox"/> Annexation administration charge.</p> <p><input checked="" type="checkbox"/> Annexation fee.</p> <p><input type="checkbox"/> Additional capacity charges, if applicable, to cover Owner's share of main line extensions constructed by the District or by other property owners*.</p> <p>* These costs cannot be included if Owner retains and pays the contractor to perform the work.</p>	<p><i>6336.98</i></p> <p><i>57924.08</i></p> <p><i>654.00</i></p> <p><i>290.00</i></p> <p><i>500.00</i></p> <p><i>500.00</i></p> <p><i>350.00</i></p> <p><i>1644.78</i></p> <hr/> <p><i>68199.76</i></p>
5.	<p>The following payment terms will apply to the installment payment plan. (Fill blanks as appropriate.):</p> <ul style="list-style-type: none"> <li>• Repayment period: <i>20</i> years (Policy provides for 20 years.)</li> <li>• Interest rate <i>4.5</i> % (Policy provides for 1% above prime rate.) <i>Change on 4/17/22 from 3.25</i></li> <li>• All costs and interest will be fully amortized over the repayment term, with equal installments of principal and interest being due 2 times per year at the time the property tax bills are due.</li> <li>• Payment in full is due upon sale of the property.</li> </ul>	<p><i>✓</i></p>

11.	Staff publishes the notice once a week for three successive weeks, with at least five days intervening between the publication dates.	✓
12.	Staff mails the notice to Owner at least 10 days prior to the hearing.	
13.	Staff places the hearing and the adoption of the approval resolution on Board agenda.	
14.	Board holds a hearing to consider all protests and objections to (i) the installment payments payable under the installment plan, (ii) the collection of the installment payments on the tax roll, and (iii) the imposition of a lien to secure payment of the installment payments.	
15.	After the hearing, the Board may (i) adopt, revise, change, reduce or modify the eligible costs and/or interest rate, (ii) overrule any or all objections, (iii) make its final determination, and (iv) adopt the approval resolution by not less than a 2/3 vote.	
16.	Immediately after the adoption of the approval resolution, the District records certificate a lien to secure the payment of the eligible costs and interest thereon in case the property is sold before the County assessment lien attaches.	
17.	By August 10 of each year following the adoption of the approval resolution and continuing for the repayment term, the Board certifies to the County auditor the amount of the installment payments to be entered against the property on the assessment roll.	
18.	The County auditor enters the amount of the installment payments on the current assessment roll and (unless the property has been transferred before the lien attaches) the installment payments constitute a lien against the property as of noon on the first Monday in March immediately preceding the date of entry.	

19.	The County tax collector includes the amount of the installments payments on the tax bills for the property.	
20.	Where District has retained and paid the contractor to perform work on Owner's property, District assigns warranties to Owner.	

**SANTA YNEZ COMMUNITY SERVICES DISTRICT**  
**NOTICE OF PUBLIC HEARING ON APPROVAL OF INSTALLMENT PAYMENT PLAN,  
ELECTION TO HAVE INSTALLMENT PAYMENTS COLLECTED ON TAX ROLL, AND  
IMPOSITION OF LIEN TO SECURE PAYMENT**

**3125 Horizon Drive, Santa Ynez, California  
Assessor's Parcel Number 141-350-006**

On September 16, 2020, the Board of Directors of the Santa Ynez Community Services District ("District") adopted Resolution No. 20-10 repealing Resolution 17-01 and adopting a revised installment payment policy for approving installment payment plans ("Installment Plans") for capacity fees and related costs for connections to the District's public sewer system, as permitted Health and Safety Code Sections 5463 et seq. The owners of the property located at 3125 Horizon Drive., Santa Ynez, California, and designated as Assessor's Parcel Number 141-350-006 (the "Property") have asked the District to approve an Installment Plan for the Property. If approved, the following terms will apply to the Installment Plan:

**Approved Costs:** \$68,199.76

**Annual Interest Rate:** 4.50%

**Total Interest:** \$35,947.76

**Payment Amounts:** Commencing in fiscal year 2022-2023, the unpaid balance of principal and interest thereon will be fully amortized over twenty (20) years with equal installments being due and payable two (2) times per year at the time the property tax bills for the Property are due, resulting in forty (40) payments in the amount of \$2,603.69 each (the "Installment Payments").

The Installment Payments will be collected on the tax roll and will constitute a lien against the Property. If the Property, any part of it, or interest in it is sold, conveyed, transferred or alienated in any other manner, by operation of law or otherwise, all Installment Payments, including accrued interest, regardless of the due date, at the option of the District, and without demand or notice, will immediately become due and payable.

**NOTICE IS HEREBY GIVEN** that on Wednesday, May 18, 2022, at the hour of 5:30 p.m., at 1070 Faraday Street, Santa Ynez, California, the District's Board of Directors will hear and consider all protests and objections to (i) the Installment Payments payable under the Installment Plan, (ii) the collection of the Installment Payments on the tax roll, and (iii) the imposition of a lien to secure payment of the Installment Payments. Oral or written protests and objections may be made at the hearing.

By order of the Board of Directors of the Santa Ynez Community Sewer Services District

Dated: April 26, 2022

Copy of Amortization Table.xls

LOAN DATA

TABLE DATA

Loan amount:	\$68,199.76	Table starts at date:	
Annual interest rate:	4.50%	or at payment number:	
Term in years:	20	# of Days out for first payment	60
Payments per year:	2	Regular Pmt	\$2,603.69 \$104,147.52 20
First payment due:	12/10/2022	Mortgage + PMT	\$2,603.69 \$104,147.52 20.0
PERIODIC	Extra Payment:	SAVINGS	\$0.00 0.0
PAYMENT	Entered payment:	The table uses the calculated periodic payment amount, unless you enter a value for "Entered payment."	
	Calculated payment:	\$2,603.69	

CALCULATIONS

Use payment of:	\$2,603.69	Maturity Date	10-Nov-42
1st payment in table:	1	Beginning balance at payment 1:	\$68,199.76
		Cumulative interest prior to payment 1:	\$0.00

No.	Payment Date	Beginning Balance	Interest	Principal	Ending Balance	Cumulative Interest
1	12/10/2022	68,199.76	1,534.49	1,069.19	67,130.57	1,534.49
2	6/10/2023	67,130.57	1,510.44	1,093.25	66,037.32	3,044.93
3	12/10/2023	66,037.32	1,485.84	1,117.85	64,919.47	4,530.77
4	6/10/2024	64,919.47	1,460.69	1,143.00	63,776.47	5,991.46
5	12/10/2024	63,776.47	1,434.97	1,168.72	62,607.75	7,426.43
6	6/10/2025	62,607.75	1,408.67	1,195.01	61,412.74	8,835.10
7	12/10/2025	61,412.74	1,381.79	1,221.90	60,190.84	10,216.89
8	6/10/2026	60,190.84	1,354.29	1,249.39	58,941.44	11,571.19
9	12/10/2026	58,941.44	1,326.18	1,277.51	57,663.94	12,897.37
10	6/10/2027	57,663.94	1,297.44	1,306.25	56,357.69	14,194.81
11	12/10/2027	56,357.69	1,268.05	1,335.64	55,022.05	15,462.85
12	6/10/2028	55,022.05	1,238.00	1,365.69	53,656.35	16,700.85
13	12/10/2028	53,656.35	1,207.27	1,396.42	52,259.93	17,908.12
14	6/10/2029	52,259.93	1,175.85	1,427.84	50,832.09	19,083.97
15	12/10/2029	50,832.09	1,143.72	1,459.97	49,372.13	20,227.69
16	6/10/2030	49,372.13	1,110.87	1,492.82	47,879.31	21,338.56
17	12/10/2030	47,879.31	1,077.28	1,526.40	46,352.91	22,415.85
18	6/10/2031	46,352.91	1,042.94	1,560.75	44,792.16	23,458.79
19	12/10/2031	44,792.16	1,007.82	1,595.86	43,196.30	24,466.61
20	6/10/2032	43,196.30	971.92	1,631.77	41,564.53	25,438.53
21	12/10/2032	41,564.53	935.20	1,668.49	39,896.04	26,373.73
22	6/10/2033	39,896.04	897.66	1,706.03	38,190.01	27,271.39
23	12/10/2033	38,190.01	859.28	1,744.41	36,445.60	28,130.67
24	6/10/2034	36,445.60	820.03	1,783.66	34,661.94	28,950.69

Copy of Amortization Table.xls

No.	Payment Date	Beginning Balance	Interest	Principal	Ending Balance	Cumulative Interest
25	12/10/2034	34,661.94	779.89	1,823.79	32,838.14	29,730.58
26	6/10/2035	32,838.14	738.86	1,864.83	30,973.31	30,469.44
27	12/10/2035	30,973.31	696.90	1,906.79	29,066.53	31,166.34
28	6/10/2036	29,066.53	654.00	1,949.69	27,116.83	31,820.34
29	12/10/2036	27,116.83	610.13	1,993.56	25,123.28	32,430.47
30	6/10/2037	25,123.28	565.27	2,038.41	23,084.86	32,995.74
31	12/10/2037	23,084.86	519.41	2,084.28	21,000.58	33,515.15
32	6/10/2038	21,000.58	472.51	2,131.17	18,869.41	33,987.66
33	12/10/2038	18,869.41	424.56	2,179.13	16,690.28	34,412.23
34	6/10/2039	16,690.28	375.53	2,228.16	14,462.12	34,787.76
35	12/10/2039	14,462.12	325.40	2,278.29	12,183.83	35,113.16
36	6/10/2040	12,183.83	274.14	2,329.55	9,854.28	35,387.29
37	12/10/2040	9,854.28	221.72	2,381.97	7,472.32	35,609.01
38	6/10/2041	7,472.32	168.13	2,435.56	5,036.76	35,777.14
39	12/10/2041	5,036.76	113.33	2,490.36	2,546.39	35,890.47
40	6/10/2042	2,546.39	57.29	2,546.39	0.00	35,947.76