

SANTA YNEZ COMMUNITY SERVICES DISTRICT
MEMORANDUM

TO: Board of Directors

FROM: Loch A. Dreizler, General Manager
Alicia Marin, Office Manager/Board Secretary

DATE: November 19, 2025

SUBJECT: Adopt Resolution 25-11 – approving installment payment agreement for APN 141-211-003, 2810 Mission Drive, and collecting the Installment Payments on the tax roll.

Recommendation: Adopt Resolution 25-11, approving installment payment plan agreement for APN 141-211-003, 2810 Mission Drive. Staff published and noticed the public hearing and now bring the resolution to your Board for this Board meeting.

Proposed Motion: I move that we adopt Resolution 25-11, approving the installment payment plan agreement for APN 141-211-003, 2810 Mission Drive and collecting the installments payments on the tax roll.

Policy Implications: Resolution 17-01 established a revised policy for approving installment payment plans for capacity fees and other costs for new connections. Health and Safety Code Section 5463 permits installment payment plan to be added to the tax rolls.

Fiscal Implications:

The District will not receive capacity fees upfront. The fees will be collected through the property tax on an annual basis, payable twice a year, provided the property taxes are paid on time. Placing the sewer fees and related charges on the tax roll gives the District a lump sum revenue in December and April and guarantees the District will receive the revenue when the property taxes are paid.

Alternatives Considered: None

Discussion: The staff and property owner reviewed the steps of the installment payment plan and determined which costs the property owner would like to include in the installment payment plan. The total cost is \$28,191.64, or \$704.79 semi-annually, over 20 years to be placed on the property tax bill annually at \$1,409.58 (\$704.79 x 2).

Attachment(s):

1. Resolution 25-11
2. Affidavit of Publication c
3. Installment payment agreement

RESOLUTION NO. 25-11

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA YNEZ COMMUNITY SERVICES DISTRICT APPROVING INSTALLMENT PAYMENT PLAN FOR 2810 MISSION 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, Dylan Murphy ("Owner") has signed an Installment Payment Plan Agreement dated October 15, 2025 (the "Owner Agreement") relating to an Installment Plan for the property owned by them at 2810 Mission Drive, Solvang, California, designated as Assessor's Parcel Number 141-211-003 (the "Property"). District's Board of Directors approved the Owner Agreement on October 15, 2025 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 **\$10,824**.

(b) Inspection fees and permit fees in the amount of **\$230.00**.

(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 **Not Applicable**.

(e) Highway 246 Undercrossing fees to cover the Property's share of a prior District collection system expansion project in the amount of **\$Not Applicable**.

(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 **\$1,640.00**

3. **Terms for Installment Payments.** The terms for the repayment of the Approved Costs which total **\$13,694.00** 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 eight and a quarter percent (8.25%) per annum.

(c) Upon the connection of the Property to District's public sewer system, Owners shall pay to District an interest payment calculated at the rate of eight and a quarter percent (8.25%) per annum on the Approved Costs from the date of such connection through June 30, 2026.

(d) Commencing July 1, 2026, the unpaid balance of the Approved Costs and interest thereon 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").

(e) 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 November 19, 2025 by the following vote of the Board of Directors of the Santa Ynez Community Services District:

AYES:

NOES:

ABSENT:

ABSTAIN:

**Frank Redfern, President of the
Board of Directors**

ATTEST:

**Alicia Marin,
Board Secretary**

SANTA MARIA TIMES

AFFIDAVIT OF PUBLICATION

See Proof on Next Page

CCP § 2015.5

Santa Maria Times
3200 Skyway Dr
(805) 925-2691

I, Ankit Sachdeva, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Santa Maria Times, a publication that is a "legal newspaper" as that phrase is defined for the city of Santa Maria, for the County of Santa Barbara, in the state of California, that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

PUBLICATION DATES:

Oct. 28, 2025, Nov. 4, 2025, Nov. 11, 2025

Notice ID: xllqTLULob9CQyNwlpqX

Publisher ID: 525220

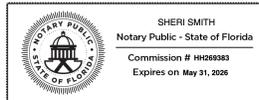
Notice Name: 2810 Mission Dr

PUBLICATION FEE: \$559.40

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct

Ankit Sachdeva

Agent



VERIFICATION

State of Florida
County of Broward

Signed or attested before me on this: 11/11/2025

S. Smith

Notary Public
Notarized remotely online using communication technology via Proof.

Santa Ynez Community Services District (SYCSD)

Notice of Public Hearing on approval of Installment Payment Plan, Election to Have Installment Collected on Tax Roll, and imposition of lien to secure payment.

**2810 Mission Drive
Solvang, California
Assessor's Parcel Number
141-211-003**

On September 16, 2020, the SYCSD Board of Directors adopted resolution 20-10 for approving installment payment plans for capacity fees and related costs for connections to the District's sewer system as permitted by Health and Safety Code Section 5463. The owners of the property indicated above asked the SYCSD to approve an installment plan for the following approved costs:

Loan Term:	20 years
Annual Interest Rate:	8.25% (Prime @ 7.25% + 1% on October 15, 2025)
Total Interest:	\$14,497.64
Loan Amount:	\$13,694.00
Total Cost:	\$28,191.64

Payment Amounts: Beginning in the fiscal year 26/27, the unpaid principal and interest balance will be amortized over twenty years, with equal installments being due and payable twice yearly when the property taxes are owed (40 payments of \$704.79).

Installment payments will be collected on the tax roll and constitute a lien against the property. Accordingly, if the property, in any part of or interest, is sold, conveyed, transferred, or alienated in any manner, by operation of law or otherwise, all installment payments, including interest accrued, regardless of the due date, at the option of SYCSD and without demand or notice will immediately become due and payable.

Notice is given that on Wednesday, November 19, 2025, at 5:30 PM at 1070 Faraday Street, Santa Ynez, California, we will hear and consider all protests and objections to the installment payments being added to the tax roll and the imposition of a tax lien to secure payment. Oral or written protests and objections may be made at the hearing.

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

Dated October 15, 2025
Pub dates: Oct 28, Nov 4, 11, 2025
Legal 525220

INSTALLMENT PAYMENT PLAN AGREEMENT

THIS INSTALLMENT PAYMENT PLAN AGREEMENT (this “Agreement”), dated for reference purposes as of **October 15, 2025**, 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 **2810 Mission Drive**, Solvang, California (the “Eligible Parcel”). The Eligible Parcel is improved with one or more existing buildings that (i) have a 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 before the District’s Board of Directors approves the Installment Plan.

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 non-curable (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 Manager
1070 Faraday Street
P.O. Box 667
Santa Ynez, CA 93460
FAX: (805) 688-3006
Email: loch@sycsd.com

To Owner:

Dylan Murphy
2810 Mission Drive
Solvang, CA 93463
dmurphy@wagnerandwoolf.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.

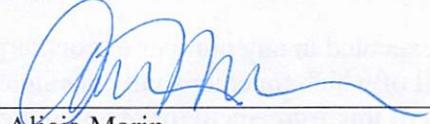
IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth below.

“DISTRICT”

SANTA YNEZ COMMUNITY SERVICES DISTRICT,
a public agency

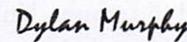
By: 
Frank Redfern,
President of the Board of Directors

ATTEST:

By: 
Alicia Marin,
Secretary of the Board of Directors

Date: 10/15/2025

“OWNER”

DocuSigned by:

DB1A5C264D1C4AF
(Owner's signature)

(Owner's name and title, if applicable)

(Co-Owner's signature)

(Co-Owner's name and title, if applicable)

Date: 10/15/2025