



County of Yolo

PLANNING AND PUBLIC WORKS DEPARTMENT

John Bencomo
DIRECTOR

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TO: SUPERVISOR DUANE CHAMBERLAIN, Chairman,
and Members of the Board of Supervisors

FROM: JOHN BENCOMO, Director, 
G. Harold Duffey, Chief Assistant Director 
Planning and Public Works Department

DATE: October 21, 2008

SUBJECT: As the Wild Wings County Service Area Governing Board, take the following actions: Consider the recommendations of the CSA Advisory Committee regarding the following: (a) a proposed special assessment for increased water and sewer costs and basic maintenance of the golf course property, (b) a proposed special tax for operation and management of the golf course property and related capital improvements, (c) negotiation with Wild Wings LLC for CSA acquisition of the golf course.

RECOMMENDED ACTIONS

The Wild Wings County Service Area (CSA) Advisory Committee recommends that the governing Board of Directors for the Wild Wings County Service Area:

- A. Initiate a Proposition 218 hearing for December 16, 2008, at 1:30 p.m., to consider proposed changes in the existing special assessment for the collection of payment for water, sewer, and related services for the Wild Wings County Service Area ("CSA"), including an exemption for the golf course parcels and increased water, sewer, and related costs for all remaining parcels (Attachment A).
 1. Direct staff to mail notice of the proposed changes to the special assessment to property owners within the Wild Wings CSA, at least 45 days before the public hearing, including notification of the opportunity to protest the proposed rate structure and increase, as well as the notice of the public hearing;
 2. Direct the Clerk of the Board of Supervisors to publish a notice pursuant to Section 6066 of the Government Code; and,
 3. Direct staff to take all steps necessary to implement the revised special assessment if it is not successfully protested.
- B. Direct staff to research the steps that are necessary to initiate a special tax election for the collection of funds for Operating, Maintenance, and Capital Improvement projects for Wild Wings Golf Course Recreation Facility, and return to the Board with such information and any related action items at the next regularly scheduled Board meeting or as soon thereafter as such information and action items are ready for Board consideration.

- C. Exercise its authority granted at time of formation (Resolution 2003-11 22(G)) of the Wild Wings County Service Area to provide park and recreation services by directing staff to enter into non binding negotiations for the acquisition of the Wild Wings Golf Course and perform all reasonable due diligence in connection with the potential acquisition; and prepare a resolution of acquisition of the golf course on December 16, 2008, and act upon such said resolution only upon successful passage (pass by 2/3 vote) of a Special Tax for the Management and Operations of the Wild Wings Golf Course.
- D. Direct CSA staff to work with the Wild Wings Advisory Board and Wild Wings CSA rate payers to:
 1. develop a Request for Proposal (RFP)/Request for Qualifications(RFQ) for the operations and maintenance of the Wild Wings Golf Course on behalf of the CSA;
 2. review the existing capacity of the water and sewer system, and investigate the feasibility of allowing additional customers to hookup to the water and sewer system to lower the overall cost to the system users (recommended by the Advisory Committee on September 15, 2008); and,
 3. return to the Wild Wings CSA Governing Board with results and recommendations no later than December 16, 2008.

FISCAL IMPACT

It is estimated that the impact to the general fund is \$4,000 annually in lost property taxes (resulting from private to public ownership of the golf course). It is also conceivable the general fund would be further impacted if the Wild Wings Golf Course closes and property values are reduced, as some property owners in the Wild Wings development paid lot premiums for lot proximity and access to the golf course.

REASON FOR RECOMMENDED ACTIONS

The recommendations before the Board of Supervisors have two origins:

1. Increase rates/fees to remaining customers in Wild Wings CSA for continued operations of the water and sewer system. The golf course is an integral part of the CSA's water and sewer system. Disbursement of treated water from the sewage treatment plant is currently implemented by golf course personnel. The golf course operator blends fresh/raw water from golf course ponds with treated effluent (gray water) to irrigate the golf course. If the course closes, the CSA will assume the responsibility of the disbursement of gray water and maintenance of the 90 acres (currently known as the golf course) for public health and safety reasons. Therefore, a public hearing and other procedures must be followed in accordance with California law to provide residents an opportunity to protest the new special assessment that will be necessary to fund these activities and related water and sewer costs.
2. The CSA Advisory Board heard testimony from residents at its October 7, 2008 meeting, stating that they are willing to assess themselves through a Special Tax to keep the golf course open; thereby reducing the assessment needed for health and safety purposes. The CSA Advisory Committee reviewed the financial statements of the existing golf course operator, and based on those financials, the committee is confident that a Special tax levied on residential parcels, sale of water to the golf course at costs, and public play green fees, will result in sufficient revenue to keep the golf course solvent.

BACKGROUND

The Wild Wings CSA's fees and charges for sewer and water rates were approved on November 23, 2004. The fees and charges are based on a Water and Wastewater Engineer's Fee Report by Shilt's Consultants, Inc. (SCI) (Attachment B). The report divides the water and sewer system costs among two types of customers, 337 Residential parcels and golf course parcels (9). Wild Wings LLC, a private company (derived from the original developers of the Wild Wings Development), entered into the agreement to pay water and sewer fees of \$180,457 (\$147,452 for water and \$33,005 for sewer), as approved by the Board of Supervisors on November 23, 2004 (Attachment C).

On September 4, 2008, Wild Wings LLC informed Yolo County staff that after several unsuccessful attempts to sell the Wild Wings Golf Course, and/or reduce its operating liability, it would close the Wild Wings Golf Course, effective September 15, 2008. The date has since been extended, and the latest correspondence from Wild Wings LLC, states that the golf course will remain open on a week-to-week basis, allowing the CSA to address this issue with its governing board. Wild Wings LLC also stated that they are hopeful that the CSA or the county will purchase the Wild Wings Golf Course and its equipment from the Wild Wings LLC for \$1.00. In doing so, the Wild Wings LLC will apparently receive tax benefits because of the county's or CSA's tax status.

The CSA Governing Board (Board of Supervisors) received an informational report on September 15, 2008. Since that meeting, the Wild Wings Home Owners Association (HOA), along with a group of homeowners calling themselves "Save the Wild Wings Golf Course" (SWWG), met to discuss the best way to proceed. The HOA's governing rules would require substantial revisions to accept the golf course, and may not meet the tax status to allow Wild Wings LLC to achieve its tax benefit objectives. Therefore, the HOA and the SWWG determined that it would be in the best interest to ask the Wild Wings CSA, through its Advisory Committee, to advocate that the CSA Governing Board acquire the golf course for the \$1.00 fee as offered by Wild Wings LLC (Attachment D).

The Wild Wings CSA advisory committee met at a well-attended public meeting on October 7, 2008, and discussed the following:

- ability for the CSA to acquire the golf course - The Local Agency Formation Commission granted Wild Wings CSA the ability to operate a recreation facility at the time the CSA was formed (Attachment E);
- health and safety issues associated with the course closing - CSA staff solicited a proposal from the existing sewer and water system operator to assume responsibility for the disbursement of treated water from the sewer plant, blending the treated water with fresh water, and irrigating and maintaining the 90 acres in a park-like state, not as a golf course (Attachment F);
- property owner liability if course closes - Staff checked with County Counsel, and the property owner would still be liable for such activity as weed abatement, but the owners resolution to mitigate issues associated with the property may not be palatable or visually acceptable to the homeowners;
- impact to water and sewer system if golf course closes - Staff provided the CSA Advisory Board with information to address the impacts of existing rates for the water and sewer system if the golf course closed (Attachment G), and staff contacted Shilt's Consultants, Inc. (SCI), authors of the original Water and Wastewater Engineers Report, and confirmed that reallocation of the system costs does not warrant an updated, or new, Water and Wastewater Engineer's Report, because the overall costs to the system are being redistributed to the

remaining customers. Future use of the water and sewer system by others shall be at a negotiated rate, and the revenue derived from that use should be equally distributed to CSA customers in the form of lower assessment fees; and,

- ways to increase viability to have a successful golf course at Wild Wings - The committee discussed ideas and established a rate and fee structure to manage, operate, and provide enhancements to the golf course if it were under CSA ownership. Ideas included seeking contract management of the recreation facility (Attachment H).

The CSA Advisory Committee also discussed the outstanding CSA fees owed by Wild Wings LLC, which were paid to the CSA by the county's general fund through the Teeter Plan (Attachment I). The Special Tax includes repayment of CSA fees to the county general fund through the County Tax Collector's five point plan (Attachment J). There is little to no impact to the county's general fund if the CSA Governing Board acts on the CSA Advisory Committee's recommendation.

The CSA Advisory Committee had approximately 100 residents present during its four hour meeting. The CSA Advisory Committee has determined that it is a foregone conclusion that the current owner of the golf course will abandon the golf course, requiring a redistribution of the water and sewer fees to the remaining customers. In addition, the CSA Advisory Committee determined that additional costs will be necessary to distribute treated water in a manner that does not create public health and safety issues. Therefore, the CSA Advisory Committee believes it is in the best interest of the Wild Wings homeowners to have the opportunity to self assess for the additional fees to acquire the golf course for public health and safety reasons, as well as protection of property values.

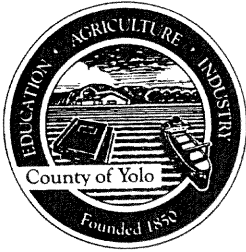
OTHER AGENCY INVOLVEMENT

Local Agency Formation Commission
Auditor–Controller and Treasurer-Tax Collector

ATTACHMENTS

- A – Proposition 218 Mail Notice
- B – Water and Wastewater Engineer's Fee Report by Shilt's Consultants, Inc.
- C – Establishment of Wild Wings Sewer and Water Fees
- D – Letter from Wild Wings LLC
- E – Resolution from Local Agency Formation Commission
- F – Proposal for Disbursement of Treated Water for Health and Safety Purposes
- G – Impact of Golf Course Closure on Water and Sewer Fees
- H – Proposed Special Tax Amount for Acquisition of CSA Recreation Facility
- I – Wild Wings LLC Outstanding CSA Fees and Property Taxes
- J – County's Tax Collector 5 Pay Plan

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County of Yolo

PLANNING AND PUBLIC WORKS DEPARTMENT

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JOHN BENCOMO
DIRECTOR

October 22, 2008

Dear Property Owner,

Included with this letter is a legal notice informing you of a proposal to increase sewer and water fees for the Wild Wings County Service Area (CSA). This letter and the accompanying notice is being provided to inform you of the need for the changes in water and sewer fees and your opportunity to file a protest of the changes in fees.

The Board of Supervisors will hold a public hearing on December 16, 2008, at 1:30 p.m. to hear and receive any protests from property owners in the Wild Wings Community Service Area ("CSA") regarding the proposed water and sewer service fee increases. The protest votes will be counted and the results announced at the public hearing. If a majority of homeowners submit written protests to the County within the 45-day period, the fee increase would fail. If less than a majority of the homeowners submit protests, the Board may approve the fee increase. If approved, the homeowner will be billed directly by the County based on the new water and sewer rate/fee structure in the second installment of the 2008-2009 tax bill for charges that occurred in 2008-2009. Future billings for water and sewer service fees will occur on tax bills in two installments, beginning in tax year 2009-2010 for services received in 2009-2010. The current surcharge fee for usage is unchanged for 2008-2009. If the majority of property owners protest the proposed fees, the ability of the CSA to continue to provide current levels of sewer and water service to the community, could be affected.

Thank you for your time in reading through these materials. If you have any questions about the water and sewer rate restructuring or this process, please feel free to contact me at (530) 666-8040 or by email at harold.duffey@yolocounty.org. Your consideration of this matter is greatly appreciated.

Respectfully,

G. Harold Duffey
Chief Assistant Director for Planning and Public Works
Acting County Service Areas Manager
Planning and Public Works Department

Wild Wings County Service Area Number 15
 Notice of Fee Adjustment Proceedings and Public Hearing

NOTICE IS HEREBY GIVEN as follows:

1. The Yolo County Board of Supervisors is considering proposed fee increases for water service provided within the Wild Wings County Service Area, to be levied each year upon all benefited parcels of land within the County Service Area as follows:

FISCAL YEAR 2008/2009 PROPOSAL

Proposed Water and Sewer Fee:

	Current	Proposed	% of change
Water	\$437.79	\$866.17	50.5%
Sewer, Health and Safety Maintenance	\$1,000.21	\$1,570.82	63.6%
*TOTAL	\$1,438.00	\$2,436.99	59%

*Actual increase will be lower as property taxes are normally paid in two installments. The first tax installment for 2008/09 will be issued before the proposed 218 rate hearing. Therefore the proposed assessment increase is **\$1,718.00** (\$719.00 was paid in first property tax installment for 2008/09). Assessment could be further reduced by 26%, to **\$1,254.50** if golf course remains open.

FISCAL YEAR 2009/2010 PROPOSAL

Proposed Water and Sewer Fee:

	2008/09 Current fees	Proposed	% of change
Water	\$437.79	\$866.17	50.5%
Sewer, Health and Safety Maintenance	\$1,000.21	\$1,570.82	63.6%
*TOTAL	\$1,438.00	\$2,436.99	59%

* Assessment could be reduced to **\$1,974.00** if golf course remains open.

An additional fee of \$0.055 per 100 gallons will be charged for any water use exceeding the baseline of 250,000 gallons per year per single family residence.

Supplemental water treatment facilities for the CSA's domestic water supply may be required, depending upon future State legislation. If the County determines that additional water treatment facilities are needed to meet new requirements, a property related fee in addition to the above described fees would be required to fund the installation, maintenance, and repair of additional water quality equipment. If further water treatment is required, an additional \$241 fee would be charged to each potable water connection. The proposed fee adjustment includes this additional fee for supplemental water treatment to meet higher drinking water standards, although it will not be imposed until such time as it is necessary.

Following establishment all initial and supplemental fees shall not increase by more than the Consumer Price Index (CPI-W and CPI-U) for the San Francisco-Oakland-San Jose, CA area for the most recent February to February as compiled by the Bureau of Labor Statistics.2.

2. At 1:30 pm. (or as soon thereafter as circumstances permit) on December 16, 2008, in the Board of Supervisors Chambers, at 625 Court Street, Room 206, Woodland, California, the Board of Supervisors will hold a Public Hearing to consider the proposed fee increases, and to receive and consider all public comments, including but not limited to any protests against the proposed fee increases.
3. The water and sewer service that is the subject of this proposed increase, is described in a fee rate analysis on file with the Clerk of the Board at 625 Court Street, Room 204, Woodland, California. The proposed fee for providing water and sewer service to be levied each year represents the estimated annual cost of providing water and sewer services to each of the various uses within the Wild Wings County Service Area. This fee shall continue from year to year. Other than increases based on the Consumer Price Index to account for inflation, any additional increases would require further notice and proceedings as prescribed by law.

A detailed fee analysis is available to the public concerning the proposed fee increases, including the cost or estimated cost of providing the service for which each fee is proposed to be charged, the revenue sources anticipated to provide the service (including general fund revenues), and the bases of the allocation of the cost of the services. This information is available for review at the Office of the Clerk of the Board of Supervisors, at 625 Court Street, Room 204, Woodland, California.

All interested persons (property owners within the Wild Wings CSA) are invited to attend and be heard at the time of the hearing. As provided in the County Service Area Law, Government Code 25210.77a and following, any interested person may file a written protest (protest must include property owners name, address and parcel number) with the Clerk of the Board at 625 Court Street, Room 204, Woodland, California, at or before the close of the public hearing.

Additional information regarding the proposed fee may be obtained from Harold Duffey, Chief Assistant Director for the Department of Planning and Public Works, at (530) 666-8040.

Dated: October 21, 2008

Ana Morales
Clerk of the Board of Supervisors

By: _____
Deputy
(SEAL)

COUNTY OF YOLO

Wild Wings County Service Area

WATER AND WASTEWATER ENGINEER'S FEE REPORT

Fiscal Year 2004-05

June 7, 2004

Shilts Consultants, Inc.
2300 Boynton Avenue, Suite 201
Fairfield, CA 94533
(707) 426-5016

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I. SUMMARY

This engineer's fee report (Report) was prepared for the Wild Wings County Service Area project in the County of Yolo (the CSA). The improvements and services to be provided by the CSA, and to be funded by annual property related fees in the CSA, include:

- Sewer disposal (treatment) system/corporate yard
- Sewer collection system
- Water supply and distribution system

Collectively, these systems shall be herein described as the Services.

This Report was also prepared to establish an additional property related fee that would be imposed only if the CSA determines that additional water treatment facilities are required to remove arsenic from the CSA's domestic water supply system (the Additional Facilities).

These property related fees, which are levied pursuant to the County Service Area Law (Government Code Sections 25210 et. seq.) and Article XIII D of the California Constitution, will provide funding for the operation, maintenance, repair, and capital replacement of the Services; and the installation, maintenance, repair and capital replacement of the Additional Facilities.

This Report summarizes the estimated costs of the Services and the Additional Facilities, establishes the annual fees required to pay for the Services and the Additional Facilities, determines the benefits from the Services and the Additional Facilities, defines the method of apportionment of the fee and provides other related data.

II. BUILDOUT PROJECT LAND USES

The following table outlines the dwelling unit and improved property types for the CSA at buildout.

Table 1 – Summary of Buildout Land Use

<i>Land Use</i>	<i>Number Of Units</i>	<i>Building Sq. Ft.</i>	<i>Acres</i>
Single Family	337		84.67
Non-Residential			
Clubhouse & Park & Ride (Lot I)		4,000	2.97
Sewer Disposal System/Corp. Yard (Lot H)			3.72
Water System Supply/Storage Sites (Lots O & S)			0.55
Nine Hole Golf Course (Lots C through F)			90.68
Recreation Area (Lot A)			0.94
Open Space Pedestrian Access (Lot N)			0.08
Landscaped Areas (Lots G, Q, R and U)			9.07
Road Right-of-Ways (Lots P and PP)			26.53
Emergency Vehicle Access (Lot B)			1.83
Subtotals - within CSA	337	4,000	221.04

Source: Nolte and Associates and EPS

III. DESCRIPTION OF SERVICES

The purpose of the fees is to fund the operation, maintenance and repair of a sewer disposal (treatment) system/corporate yard, a sewer collection system and a water supply and distribution system. In addition, the fees include funding for capital replacement, contingencies, reserve funds and administration. These Services are further summarized as follows. Reference is hereby made to the plans and specifications for the Services on file with the County of Yolo.

The estimated costs for maintenance, operation, repair and capital replacement were calculated by project engineering consultants as noted. The estimated annual cost of capital replacement, in constant dollars, is based on the estimated useful life of the improvements, as determined by the noted project engineering consultants.

A. Sewer Disposal System (treatment)/Corporate Yard

The sewer disposal system will be constructed on the 3.7-acre lot H and is estimated to have a 100,000 gallon per day capacity. The sewer disposal system is assumed to be an extended aeration facility producing Title 22 tertiary effluent. The estimated cost of maintenance, operation and repair includes site civil maintenance, control building, pumping, secondary filtration, disinfection, sludge dewatering and disposal, emergency power, storage pond, emergency bypass storage, service and supplies, labor and supervision and onsite maintenance.

A corporation yard is also part of the sewer disposal system element. The corporation yard will house all equipment and materials required for the maintenance of the HOA and CSA facilities. The costs to operate, maintain, repair and replace the corporation yard are included in the sewer disposal system costs.

The estimated costs of maintenance, operation and repair are shown in Table 2, and the estimated cost of capital replacement is shown in Table 3.

Table 2

Probable Maintenance, Operation and Repair Costs
for Wild Wings Sewer Disposal(Treatment) System/Corporate Yard

BCI Consultants
revised 2/5/04

Item	Description	Quantity	Units	Unit Cost	Annual Cost
1	8M storage pond				
	Misc. Cleaning	1.5	hr/wk	50.00	\$3,900
2	Effluent sampling				
	Parts and Material	1	LS/yr	\$500.00	\$500.00
	Labor	4	hr/wk	\$50.00	\$10,400.00
3	Building maint.				
	Parts and Material	1	LS/yr	\$500.00	\$500.00
	Labor	3.5	hr/wk	\$50.00	\$9,100.00
4	Plant washdown				
	Parts and Material	1	LS/yr	\$250.00	\$250.00
	Labor	6	hr/wk	\$50.00	\$15,600.00
5	Feed system maint.				
	Parts and Material	1	LS/yr	\$200.00	\$200.00
	Labor	3.5	hr/wk	\$50.00	\$9,100.00
6	Lab analysis				
	Parts and Material	1	LS/yr	\$5,000.00	\$5,000.00
	Labor	7	hr/wk	\$50.00	\$18,200.00
7	Emergency Diesel Generator				
	Parts and Material	1	LS/yr	\$150.00	\$150.00
	Labor	2	hr/wk	\$50.00	\$5,200.00
	Fuel	50	gal/yr	\$2.00	\$100.00
8	SCADA Maint.				
	Parts and Material	1	LS/yr	\$500.00	\$500.00
	Labor	1	hr/mo	\$50.00	\$600.00
9	Filtration				
	Parts and Material	1	LS/yr	\$2,500.00	\$2,500.00
	Labor	4	hr/wk	\$50.00	\$10,400.00
	Chemicals	40	#/wk	\$3.00	\$6,240.00
10	Lighting				
	Parts and Material	1	LS/yr	\$100.00	\$100.00
	Labor	1	hr/mo	\$50.00	\$600.00
11	Sludge Disposal				
	Parts and Material	1	LS/yr	\$200.00	\$200.00
	Labor/subcontract		LS/yr	\$30,000.00	\$30,000.00
12	Grade 5 operator Oversite				
	Parts and Material	7	hr/mo	\$50.00	\$4,200.00
13	Pump Station Site B				
	Parts and Material	1	LS/yr	\$500.00	\$500.00
	Labor	2	hr/wk	\$50.00	\$5,200.00
14	Influent Lift Station				
	Parts and Material	1	LS/yr	\$500.00	\$500.00
	Labor	1	hr/wk	\$50.00	\$2,600.00
15	Monitoring Wells				
	Parts and Material	1	LS/yr	\$200.00	\$200.00
	Labor	8	hr/qtr	\$50.00	\$1,600.00
16	Pump Station Generator				
	Parts and Material	1	LS/yr	\$150.00	\$150.00
	Labor	1	hr/wk	\$50.00	\$2,600.00
	Fuel	30	gal/yr	\$2.00	\$60.00
17	Emergency Storage Pond				
	Parts and Material	1	LS/yr	\$500.00	\$500.00
	Labor	0.25	hr/wk	\$50.00	\$650.00
SUM OF COST FOR OPERATIONS AND MAINTENANCE					\$148,100
18	Estimated Electrical Cost (See Table 2.1)				\$30,984
Total Operations, Maintenance and Electrical					\$179,084

Table 2.1

Estimated Electrical Cost
for Wild Wings Sewer Disposal(Treatment) System/Corporate Yard

BCI Consultants
revised 2/5/04

Item	Description	HP	KW	FLA	Run Time Hrs	Rate/KW-hr	Cost/Day	Cost/Yr
1	Pump Station Site B	3	3.5	5.04	18.00	\$0.135	\$8.505	\$3,104
2	Lift Station	7.5	7.2	10.3	18.00	\$0.135	\$17.496	\$6,386
3	EQ Pumps	0.05	1	1.6	24.00	\$0.135	\$3.240	\$1,183
4	Process Blowers	15	14.71	21	18.00	\$0.135	\$35.745	\$13,047
5	Filter Blowers	2	2.33	3.4	0.40	\$0.135	\$0.126	\$46
6	Filter Backwash	7.5	7.7	11.3	0.80	\$0.135	\$0.832	\$304
7	Filter Surge Pumps	0.5	1	1.6	10.00	\$0.135	\$1.350	\$493
8	Flacculator	1.5	2.1	2.94	24.00	\$0.135	\$6.804	\$2,483
9	Misc. Lighting		3		8.00	\$0.135	\$3.240	\$1,183
10	EQ Blowers	2	2.33	3.4	24.00	\$0.135	\$7.549	\$2,755
							\$30,984	

Table 3

Wild Wings Wastewater Recycle Facility
Equipment/materials replacement reserves

BCI Consultants
Estimate: date 11/10/2001 revised 2/22/04

Item	Description	Est. Service Life (yrs)	Quantity	Unit Cost	Initial Capital Cost	Annual Replacement Cost ¹
1	Process blowers	15	2	\$3,700	\$7,400	\$493
2	Blower motors	10	2	\$975	\$1,950	\$195
3	Lift station pumps	10	2	\$4,000	\$8,000	\$800
4	EQ blowers	15	2	\$3,000	\$6,000	\$400
5	Backwash pumps	10	2	\$3,500	\$7,000	\$700
6	Surge pumps	10	2	\$500	\$1,000	\$100
7	Aeration & Filter Steel tanks	40	1	\$450,000	\$450,000	\$11,250
8	Anthracite	5	1	\$1,400	\$1,400	\$280
9	Air diffusers	5	32	\$35	\$1,120	\$224
10	Epoxy	10	1	\$550	\$550	\$55
11	Telemetry	20	2	\$40,000	\$80,000	\$4,000
12	Site Improvements & corporate yard	40	1	\$30,000	\$30,000	\$750
13	Control & blower building	40	2	\$30,000	\$60,000	\$1,500
14	Pump station site "B"	40	1	\$150,000	\$150,000	\$3,750
15	Yard piping	40	2,500	\$32	\$80,000	\$2,000
16	Wet weather storage pond	75	1	\$420,000	\$420,000	\$5,600
16a	Pond Liner	25	1	\$30,000	\$30,000	\$1,200
17	24 hr emergency storage	75	1	\$175,000	\$175,000	\$2,333
18	Plant emergency generator	25	1	\$45,000	\$45,000	\$1,800
19	Plant process piping	30	600	\$25	\$15,000	\$500
20	Irrigation wet well	0	0	\$95,000	\$0	\$0
21	Backwash Pumps	10	4	\$8,000	\$32,000	\$3,200
22	Electrical	20	1	\$175,000	\$175,000	\$8,750
TOTAL ESTIMATED COSTS					\$1,776,420	\$49,881

Source: BCI

Notes:

- Annual cost is based upon the estimated service life. It is assumed that the annual cost will be increased annually by up to 5%. Such increases, combined with interest earnings on the prior fund balances should serve to offset the impact of cost inflation.
- Items noted in blue have been modified per Harris & Associates Review (July 24, 2003)
- Total does not include Irrigation Wet Well. The Golf Course Operation is responsible for the Irrigation Wet Well.

B. Sewer Collection System

The sewer collection system consists of sewer pipelines, a force main, manholes, detention ponds and other related sewer collection system facilities. The estimated cost of maintenance and operation and capital replacement were developed by Nolte Associates, with input from the County and Harris and Associates. These costs are outlined in the following tables and are summarized in Table 7.

Table 4

Estimated Wildwings Wastewater Collection System
Capital Replacement and Annualized Costs

Nolte Associates
Revised 2/24/2004

ANNUAL MAINTENANCE, OPERATION AND REPAIR COSTS

No.	Description	Quantity	Unit	Unit Price	Amount
1.	Line Cleaning	1	LS	\$ 7,000.00	\$7,000
Subtotal Annual O&M Costs					\$7,000
Annual O,M&R Costs					\$7,000

REPLACEMENT COSTS

No.	Description	Quantity	Unit	Unit Price	Amount ¹
1.	Sanitary Manhole, 48"	70	EA	\$ 2,000.00	\$140,000
2.	Sanitary Sewer, 4" SSFM	1,625	LF	\$ 50.00	\$81,250
3.	Sanitary Sewer, 6" VCP	570	LF	\$ 45.00	\$25,650
4.	Sanitary Sewer, 8" VCP	17,230	LF	\$ 50.00	\$861,500
5.	Services	340	EA	\$ 740.00	\$251,600
Subtotal Replacement Cost					\$1,360,000
Estimated Service Life (Years)					100
Annual Replacement Cost (Subtotal Replacement Cost / Life)					\$13,600
Total Annualized Cost					\$20,600

Notes:

- 1 Annual cost is based upon the estimated service life. It is assumed that the annual cost will be increased annually by up to 5%. Such increases, combined with interest earnings on the prior fund balances should serve to offset the impact of cost inflation.
- 2 Unit price for Sewer Replacement Costs per Person Pipelines
- 3 Estimated Service Life per Army Corp. of Engineers, Technical Report GL-88-2.
- 4 Annual), M&R Costs have been revised in accordance with Harris & Associates review dated July 24, 03.



C. Water Supply and Distribution System

The water system will include water wells, well head treatment, well pumps, storage tanks, booster pumps, hydro pneumatic tanks, electrical, telemetry, well site improvements, six to 12-inch water distribution mains, valves, fire hydrants, and other associated improvements. The system will include deeper wells to serve the domestic water needs and untreated wells to serve the irrigation needs of the golf course. It should also be noted that a portion of the irrigation needs for the golf course will be met by treated water from the sewer disposal system.)

The estimated costs for operation, maintenance, repair and capital replacement were determined by Luhdorff and Scalmanini. Luhdorff and Scalmanini prepared two cost scenarios with the higher cost scenario (Scenario 2) including treatment for manganese. This Report utilizes the Scenario 2 costs. In the event that the CSA does not include manganese treatment and the water system costs are lower than forecast, the CSA would have the option to levy a lower annual fee. The water system maintenance, operation and repair costs and are outlined in Table 5 and summarized in Table 6. Table 7 presents the estimated annual capital replacement costs.

D. Total CSA Costs

The total estimated annual CSA costs for operation, maintenance, repair and capital replacement of the Services are presented in Table 8. The estimated annual costs include a 10% contingency and an additional 20% allocation for administration. As shown, the total estimated annual costs for the CSA in Fiscal Year 2004-05 are \$616,256. Future increases in the annual costs due to inflation and cost of living increases would be funded by the provision for annual increases in the maximum authorized fees, as defined in Section IV.B.

Table 5

Estimated Maintenance, Operation and Repair Costs
for Wild Wings Water Supply and Treatment Facilities

Luhdorff and Scalmanini
Consulting Engineers
6/15/2001 (revised 2/24/2004)
LSCE No. 00-2-018

Item	Description	Quantity	Units	Unit Cost	Annual Cost	
1	Well Maintenance					
	Total	1	LS/yr	\$2,500.00	\$2,500	\$2,500
2	Well Pumping					
	Parts and Material	1	LS/yr	\$500.00	\$500	
	Labor	2.5	hr/wk	\$50.00	\$6,500	
	Power	311	ac-ft	\$42.87	\$13,333	\$20,333
3	Booster Pumping					
	Parts and Material	1	LS/yr	\$500.00	\$500	
	Labor	3.5	hr/wk	\$50.00	\$9,100	
	Power	311	ac-ft	\$30.00	\$9,330	\$18,930
4	Backwash Pumps					
	Parts and Material	1	LS/yr	\$250.00	\$250	
	Labor	2	hr/wk	\$50.00	\$5,200	
	Power	11	ac-ft	\$30.00	\$330	\$5,780
5	Chemical and Electrical Building					
	Parts and Material	1	LS/yr	\$250.00	\$250	
	Labor	3.5	hr/wk	\$50.00	\$9,100	
	Power	18	KW/day	\$0.135	\$887	\$10,237 ✓
6	Supp Irrigation Water Pumping					
	Parts and Material	1	LS/yr	\$250.00	\$250	
	Labor	0.5	hr/wk	\$50.00	\$1,300	
	Power	381	ac-ft	\$45.01	\$17,149	\$18,699
7	Emergency Diesel Generator					
	Parts and Material	1	LS/yr	\$500.00	\$500	
	Labor	2	hr/wk	\$50.00	\$5,200	
	Power	520	gal/yr	\$2.00	\$1,040	\$6,740
8	Storage Tanks					
	Parts and Material	1	LS/yr	\$250.00	\$250	
	Labor	1	hr/mo	\$50.00	\$600	\$850
9	Treatment					
	Parts and Material	1	LS/yr	\$1,500.00	\$1,500	
	Labor	3.5	hr/wk	\$50.00	\$9,100	
	Chemicals	35	#/wk	\$3.00	\$5,460	\$16,060 ✓
10	Fire Hydrants					
	Parts and Material	50	LS/yr	\$10.00	\$500	
	Labor	0.5	per hyd	\$50.00	\$1,750	\$2,250
11	Mainlines and Fittings					
	Parts and Material	1	LS/yr	\$2,500.00	\$2,500	
	Labor	100	hr/yr	\$50.00	\$5,000	\$7,500 ✓
12	Underground Service Alert (USA)					
	Parts and Material	1	LS/yr	\$10.00	\$10	
	Labor	2	hr/yr	\$50.00	\$100	
	Member Cost	1	LS/yr	\$62.00	\$62	\$172 ✓
13	Chemical Analysis					
	Parts and Material	1	LS/yr	\$5,000.00	\$5,000	
	Labor	1	hr/wk	\$50.00	\$2,600	\$7,600
14	SCADA					
	Parts and Material	1	LS/yr	\$500.00	\$500	
	Labor	0.25	hr/wk	\$50.00	\$650	
	Power	2.4	KW/day	\$0.135	\$118	\$1,258
15	Water Meter Reading					
	Parts and Material	1	LS/yr	\$200.00	\$200	
	Labor	3	hr/wk	\$50.00	\$7,800	\$8,000 ✓

SUM OF COST FOR OPERATIONS AND MAINTENANCE \$126,919

Notes:

- 1 The power rate of \$0.135 per KW-hr was used in all power consumption calculations.
- 2 Meter reading is assumed to occur every two months
- 3 Treatment is assumed to include chlorniation only.
- 4 Items in blue text have been added per previous County review.

Table 6

Summary of Water System Estimated Operation, Maintenance & Repair Cost
 Scenario 2 - Water Supply, Distribution System
 (Source: Luhdorff and Scalmanini - Table 5)

Description from Previous Page	Item #	Annual Cost
Water Supply System		
Well Maintenance	1	\$2,500
Well Pumping	2	\$20,333
Booster Pumps	3	\$18,930
Backwash Pumps	4	\$5,780
Chem. & Elec. Building	5	\$10,237
Emergency Diesel Gen.	7	\$6,740
Storage Tanks	8	\$850
Underground Service Alert	12	\$172
Chemical Analysis	13	\$7,600
SCADA	14	\$1,268
Water Meter Reading	15	\$8,000
Total Water Supply System		\$82,410
Fire Protection System		
Fire Hydrants	10	\$2,250
Mainlines and Fittings	11	\$7,500
Total Fire Protection System		\$9,750
Total Water Treatment System	9	\$16,060
Raw Irrigation Water Supply	6	\$18,699 ✓
Total Water System Operation, Maintenance & Repair		\$126,919

Table 7

Estimated Water Supply and Treatment
Capital Replacement and Annualized Costs

Luhdorff and Scalmanini
Consulting Engineers
June 15, 2001 (Revised 2/22/04)

LSCE No. 00-2-018

Scenario 2 - Treatment for Manganese (Other than System Chlorination)

Item	Description	Est. Service Life (yrs)	Quantity	Unit Cost	Initial Capital Cost	Annual Replacement Cost ¹
1	2 Test Holes + Test Well (potable)	40	1	\$143,000	\$143,000	\$3,575
2	Water Wells - Irrigation/potable	40	2	\$208,500	\$417,000	\$10,425
3	Well Pumps - Potable	20	2	\$35,000	\$70,000	\$3,500
4	Well Pumps - Irrigation	20	1	\$40,000	\$40,000	\$2,000
5	Supplemental Irrigation Pump with electrical (at Moore Canal)	20	1	\$20,000	\$20,000	\$1,000
6	Station Piping	50	2	\$18,000	\$36,000	\$720
7	Storage Tank	50	2	\$225,000	\$450,000	\$9,000
8	Booster Pumps	20	4	\$9,500	\$38,000	\$1,900
9	Hydropneumatic Tanks	40	2	\$32,500	\$65,000	\$1,625
10	Electrical	20	2	\$180,000	\$360,000	\$18,000
11	Telemetry	20	2	\$15,000	\$30,000	\$1,500
12	Site Improvements (Drainage, Paving, etc)	50	2	\$50,000	\$100,000	\$2,000
13	10-inch mainline and valves	50	13,000	\$60 ³	\$780,000	\$15,600
14	8-inch mainline and valves	50	7,100	\$50 ³	\$355,000	\$7,100
15	6-inch mainline and valves	50	1,800	\$40 ³	\$72,000	\$1,440
16	Fire Hydrants	50	70	\$2,700	\$189,000	\$3,780
17	Water Services	50	337	\$1,750	\$589,750	\$11,795
18	Irrigation Mainlines (Supp)	50	5,200	\$25	\$130,000	\$2,600
TOTAL ESTIMATED COSTS					\$3,884,750	\$97,560

Notes:

- 1 Annual cost is based upon the estimated service life. It is assumed that the annual cost will be increased annually by up to 5%. Such increases, combined with interest earnings on the prior fund balances should serve to offset the impact of cost inflation
- 2 Estimated Service Life Years in blue text have been revised per Harris & Associates review, dated July 24, 03
- 3 Unit prices per Preston Pipelines and County recommendation

Table 8

Wild Wings CSA Formation
Estimated Annual CSA Costs

Facility/Service	Estimated Annual Operations, Repairs, and Maintenance	10% Conting.	20% Admin.	Total Est. Annual Operations/Repair/and Maintenance	Estimated Annual Replacement	10% Conting.	20% Admin.	Total Est. Annual Restoration/Replacement	Total Estimated Annual Costs (+conting. & adm.)
Sewer Disposal System (treatment)	\$179,084	\$17,908	\$35,817	\$232,809	\$49,881	\$4,988	\$9,976	\$64,845	\$297,654
Sewer Collection System	\$7,000	\$700	\$1,400	\$9,100	\$13,600	\$1,360	\$2,720	\$17,680	\$26,780
Water Supply/Distribution System	\$126,919	\$12,692	\$25,384	\$164,994	\$97,560	\$9,756	\$19,512	\$126,828	\$291,822
Totals	\$313,002	\$31,300	\$62,600	\$406,903	\$161,041	\$16,104	\$32,208	\$209,353	\$616,256

"cso_costs"

Sources: Luhdorff and Scalmanini, BCI Consultants, EPS and Nolte Associates.

IV. RATE AND METHOD OF APPORTIONMENT OF FEES

A. Apportionment of Cost

Table 9 presents the allocation formula for the Fees. These Fees are allocated solely to the single family residential parcels and the golf course parcels in the CSA. This formula is determined to apportion the total costs in a manner that is fair and uniform, based on benefit from and use of the Services. Table 10 lists the calculations of the allocation of costs by facility for the water system.

Table 9

Wild Wings CSA Formation
Allocation Formulas

Allocation Assumptions	Total	Residential	Non-Residential	Source
		Single Family	Golf Course and Club House	
Total Developed Acres ¹	87.6	84.7	2.97	Nolte Associates
% Distribution of Acres	100.0%	96.6%	3.4%	
Total Units ²	337	337		Nolte Associates
% Distribution of Units	100.0%	100.0%		
Sewer Disposal System (treatment)				Nolte Associates
Total Wastewater Usage (acre feet)	113.0	101.8	11.2	
% Distrib. of Wastewater Usage	100.0%	90.1%	9.9%	
Domestic Water				Luhdorff and Scalmanini
Total Water Usage (acre feet)	573.0	257.0	316.0	
% Distribution of Water Usage	100.0%	44.9%	55.1%	
Fire Protection Water System				Luhdorff and Scalmanini
Total Number of Fire Hydrants	70.0	67.0	3.0	
% Distribution of Hydrant Usage	100.0%	95.7%	4.3%	

alloc factors

Source: EPS

Notes:

1. Developed acreage listed is for Club House only, golf course is not considered "developed" in this definition.
2. Used for allocation of sewer collection

Table 10

Wild Wings CSA Formation
Water System Cost Allocation

Facility	Total Estimated Annual Costs (+conting. & adm.)	Residential Single Family	Non-Residential Golf Course Club House	Source
Operations, Repairs, Maintenance				
Water Supply and Dist. System				
Total	\$107,133	\$48,051	\$59,082	Water Usage
Per Unit		\$143		
Fire Protection System				
Total	\$12,675	\$12,132	\$543	Fire Prot. Usage
Per Unit		\$36		
Water Filtration System				
Total	\$20,878	\$20,878		Number of Units
Per Unit		\$62		
Raw Irrigation Water Supply	\$24,308		\$24,308	Golf Course Only
Total Oper./Repairs/Maintenance	\$164,994	\$81,061	\$83,934	
Total Per Unit		\$241		
% Distrib. of Op./Rep./Maint.		49.1%	50.9%	
Annual Replacement Cost	\$126,828	\$62,310	\$64,518	% Distrib. of Oper./Rep./Maint.
Total Per Unit		\$185		
Total Water System Annual Cost	\$291,822	\$143,370	\$148,452	
Total Per Unit		\$425		

Source: Luhdorff and Scalmanini Engineers and EPS.

"water_alloc"

Note: Total annual costs include operation, maintenance, repair, capital replacement, contingency and administration.

These costs were estimated by the sources indicated in the previous tables

B. Fee Amounts

Table 11 presents the fiscal year 2004-05 property related fee amounts. The annual fee amounts listed would be increased by an amount not to exceed 5% annually (the "Annual Adjustment"). The fees will continue annually without a sunset or ending date.

In addition to the annual fees per unit and for the golf course/club house parcels, the annual domestic water usage fee is based on a baseline usage of up to 250,000 gallons per year per home and 103,000,000 gallons of water usage for the golf course. Any usage above these baseline amounts shall be charged at the rate of \$0.055 per 100 gallons of usage over baseline.

Each year, upon reconfirmation of the fees, the CSA will establish the fee rate for the upcoming fiscal year. The maximum authorized fee rate for any fiscal year cannot exceed the fee rates presented in Table 9, plus the Annual Adjustment. In the event that the CSA determines that the maximum authorized fee rate is not needed for the upcoming fiscal year, the CSA can establish a lower fee rate for that fiscal year. The levy of a fee rate below the maximum authorized fee rate will not preclude or in any way limit the CSA's ability to levy a higher fee rate in a future fiscal year, up to the maximum authorized fee rate.

Table 11

Wild Wings CSA Formation
CSA Cost Allocation

Facility/Service	Total Estimated Annual Costs ¹ (+conting. & adm.)	Residential Single Family		Non-Residential Golf Course/ Club House	Source
		Total	Per Unit		
Operations, Repair and Maintenance					
Sewer Disposal System (treatment)	\$232,809	\$209,734	\$622	\$23,075	Wastewater Usage
Sewer Collection System	\$9,100	\$9,100	\$27		Number of Units
Water Supply/Distribution System	\$164,994	\$81,061	\$241	\$83,934	Water Usage
Total Operation, Repair & Maint.	\$406,903	\$299,895	\$890	\$107,008	
Restoration/Replacement					
Sewer Disposal System (treatment)	\$64,845	\$58,418	\$173	\$6,427	Wastewater Usage
Sewer Collection System	\$17,680	\$17,680	\$53		Number of Units
Water Supply/Distribution System	\$126,828	\$62,310	\$185	\$64,518	Water Usage
Total Restoration/Replacement	\$209,353	\$138,408	\$411	\$70,945	
Totals CSA Facilities	\$616,256	\$438,302	\$1,301	\$177,954	

"cost alloc"

Note: Per units costs rounded up to the nearest dollar and totals may not add due to rounding.
1. Total annual costs include operation, maintenance, repair, capital replacement, contingency and administration.

V. ADDITIONAL WATER TREATMENT FEES

As noted in Section I, additional water treatment facilities to remove arsenic from the CSA's domestic water supply may be required in the CSA. If the CSA determines that such additional water treatment facilities are needed, a property related fee in addition to the previously described fees may be required to fund the installation, maintenance and repair of the additional water treatment facilities. Such additional fees would also include funding for capital replacement, contingencies, debt financing costs, reserve funds and administration. Any plans for the Additional Facilities are on file with the County of Yolo and reference is hereby made for further details.

The estimated costs for installation were determined by Luhdorff and Scalmanini, with peer review by Harris and Associates. Table 12 provides a summary of the initial capital installation cost and the current annual replacement cost, based on the replacement schedule listed therein. The estimated installation cost in current dollars is \$566,000.

Table 12

Additional Water Treatment Facilities
Capital Replacement and Annualized Costs

Luhdorff and Scalmanini
Consulting Engineers
June 15, 2001 (Revised 2/22/04)

Treatment for Arsenic

LSCE No. 00-2-018

Item	Description	Est. Service Life (yrs)	Quantity	Unit Cost	Initial Capital Cost	Annual Replacement Cost ¹
Initial Capital Improvements, Capital Replacement and Annualized Costs						
1	Filtration	40	2	\$200,000	\$400,000	\$10,000
2	Backwash Tanks - 50,000 gal	40	2	\$35,000	\$70,000	\$1,750
3	Backwash Pumps	20	4	\$8,000	\$32,000	\$1,600
4	Associated Filtration Electrical	20	2	\$32,000	\$64,000	\$3,200
					\$566,000	\$16,550

Notes:

- 1 Annual cost is based upon the estimated service life. It is assumed that the annual cost will be increased annually by up to 5%. Such increases, combined with interest earnings on the prior fund balances should serve to offset the impact of cost inflation
- 2 Estimated Service Life Years in blue text have been revised per Harris & Associates review, dated July 24, 03

Table 13 presents a calculation of the additional annual fees needed per single family home or per domestic water connection to fund the installation, maintenance, repair and future capital replacement of the Additional Facilities. This analysis assumes that the CSA will utilize a financing method such as certificates of participation to provide sufficient up-front funding for the installation costs, plus additional design, administrative and financing costs.¹ This analysis determines that an additional annual fee of \$246 per home in fiscal year 2004-05 dollars and an annual increase in such additional fees of up to 5% would provide sufficient funding to finance the initial capital installation costs to be repaid over a period of 10 years and the future maintenance, repair and replacement of the Additional Facilities. This table also projects that the additional fees would likely be lowered after ten years after the initial financing used to install the facilities is repaid.

If the additional fees are levied, in each subsequent year after the first year of levy, upon reconfirmation of the fees, the CSA will establish the fee rate for the upcoming fiscal year. The maximum authorized fee rate for any fiscal year cannot exceed the maximum authorized additional annual fee of \$246 per home or domestic water connection, plus the compounded cumulative Annual Adjustment of up to 5% per year. In the event that the CSA determines that the maximum authorized additional fee rate is not needed for the upcoming fiscal year, the CSA can establish a lower fee rate for that fiscal year. The levy of an additional fee below the maximum authorized additional fee will not preclude or in any way limit the CSA's ability to levy a higher additional fee in a future fiscal year, up to the maximum authorized additional fee.

¹ . Design, approval and debt financing costs are conservatively estimated at 40% of the capital costs. Therefore, the total amount of up-front costs projected to be financed with the additional fees is \$792,000 in current dollars.

Table 13

Wild Wings CSA Formation
 Additional Water Treatment Facilities - Additional Fee (with Revenues Financed, COP or other)
 (10 Year Initial Cost Repayment Model)

Year	Assessment Units	Fee Rate	CPI Adjustment	Total Fees
1	339	\$246.00	0%	\$83,394.00
2	339	\$258.30	5%	\$87,563.70
3	339	\$271.22	5%	\$91,941.89
4	339	\$284.78	5%	\$96,538.98
5	339	\$299.01	5%	\$101,365.93
6	339	\$313.97	5%	\$106,434.22
7	339	\$329.66	5%	\$111,755.94
8	339	\$346.15	5%	\$117,343.73
9	339	\$363.45	5%	\$123,210.92
10	339	\$381.63	5%	\$129,371.47
Total Revenues, 10 Years				\$1,048,920.77
COP for Initial Installation - Net Present Value (@5%)				\$794,228.57
11	339	\$130.00	5%	\$44,070.00
12	339	\$136.50	5%	\$46,273.50
13	339	\$143.33	5%	\$48,587.18
14	339	\$150.49	5%	\$51,016.53
15	339	\$158.02	5%	\$53,567.36
16	339	\$165.92	5%	\$56,245.73
17	339	\$174.21	5%	\$59,058.01
18	339	\$182.92	5%	\$62,010.92
19	339	\$192.07	5%	\$65,111.46
20	339	\$201.67	5%	\$68,367.03
21	339	\$211.76	5%	\$71,785.39
22	339	\$222.34	5%	\$75,374.66
23	339	\$233.46	5%	\$79,143.39
24	339	\$245.13	5%	\$83,100.56
25	339	\$257.39	5%	\$87,255.59
26	339	\$270.26	5%	\$91,618.36
27	339	\$283.77	5%	\$96,199.28
28	339	\$297.96	5%	\$101,009.25
29	339	\$312.86	5%	\$106,059.71
30	339	\$328.50	5%	\$111,362.70
31	339	\$344.93	5%	\$116,930.83
32	339	\$362.18	5%	\$122,777.37
33	339	\$380.28	5%	\$128,916.24
34	339	\$399.30	5%	\$135,362.05
35	339	\$419.26	5%	\$142,130.15
36	339	\$440.23	5%	\$149,236.66
37	339	\$462.24	5%	\$156,698.50
38	339	\$485.35	5%	\$164,533.42
39	339	\$509.62	5%	\$172,760.09
40	339	\$535.10	5%	\$181,398.10
Capital Value of Revenues for Future Replacement (NPV in Year 11)				\$1,259,142.86
Cost of Treatment Facilities (2004\$)				\$566,000
Financing Issuance Costs and Other Soft Costs				40% \$226,400
				\$792,400

Notes:

Issuance costs assume the use of Certificates of Participation or other similar financing methods
 The interest rate of 5.0% does not include issuance costs. Effective interest rate is higher.

VI. ADMINISTRATION OVERVIEW

A. *General Administrative Requirements*

The property related fee levies are calculated for all parcels on the new fiscal year's assessor roll. This roll includes all parcels that are in existence prior to January 1 of the previous fiscal year. After the fee levies have been computed, the levy data must be filed with the County Auditor prior to the second Tuesday in August for inclusion on property tax bills.

After submission of the fee levies, the final levies should be confirmed with the County Auditor prior to the preparation of tax bills, which typically occurs in October. The fees are collected in two equal installments on the tax bills that are due on December 10 and April 10.

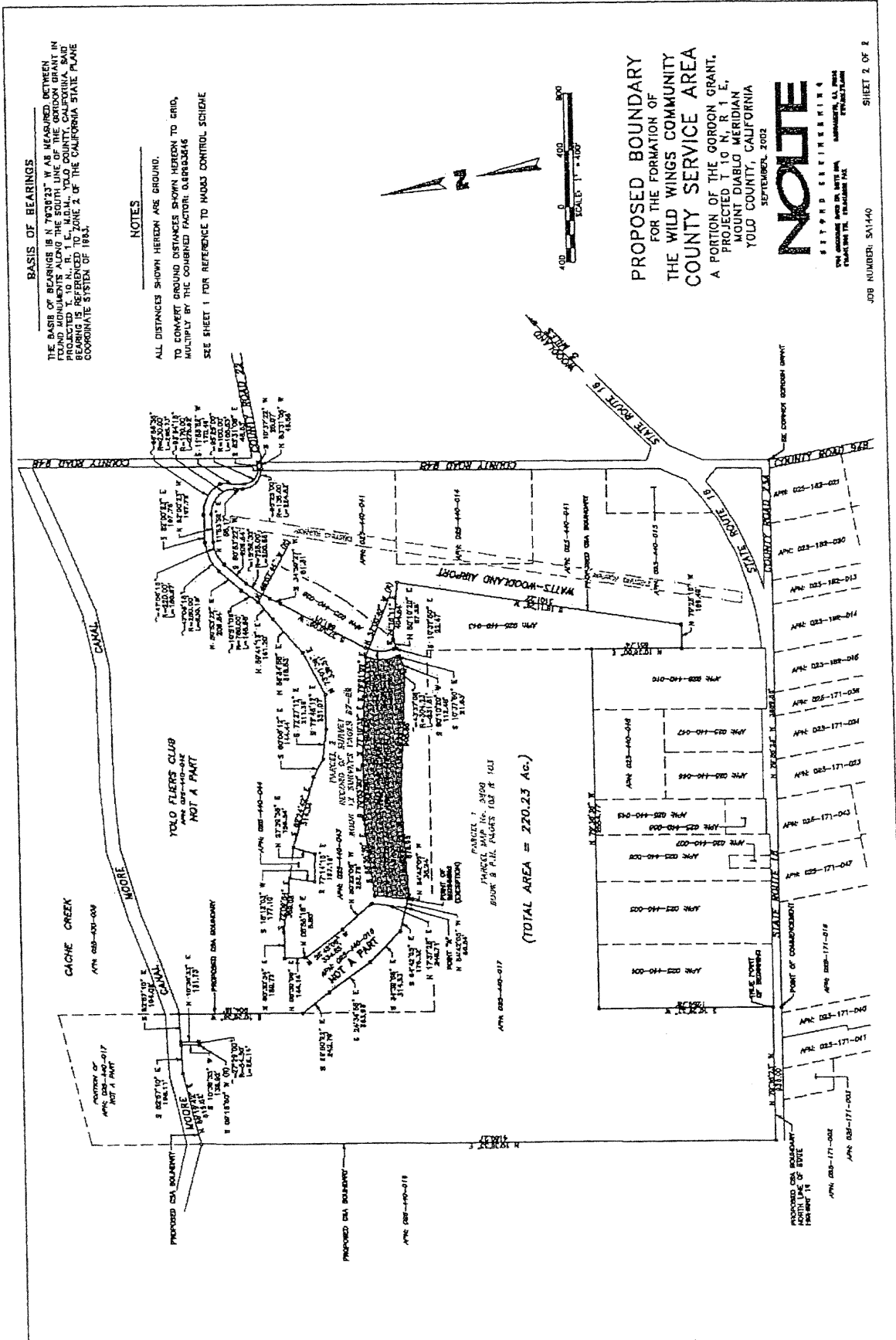
Alternatively, the fees could be collected by direct bills to the property owners.

B. *Delinquency Procedures*

The CSA is expected to participate in the "Teeter Plan" with the County of Yolo whereby the County pays all delinquent fees to the CSA. In return the County institutes collection proceedings and, when collected, keeps all delinquent payments with interest and penalties. This plan allows the CSA to maintain reliable fee revenues and reduces the cost of collection.

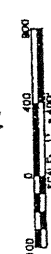
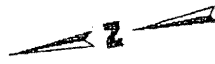
The County has the option of removing a fee from the Teeter Plan if delinquencies exceed the threshold of 5%. The CSA will review the County of Yolo Tax Collector's public records annually by June 30 to determine the amount of fees and delinquencies during the fiscal year. If the delinquency rate on the fees exceeds 5%, the CSA may choose to independently pursue delinquent fees.

FEE DIAGRAM



BASIS OF BEARINGS
 THE BASIS OF BEARINGS IS N 75°09'23" W AS MEASURED BETWEEN THE ADJACENT BOUNDARIES ALONG THE SOUTH LINE OF THE GORDON GRANT IN PROJECTED T. 10 N., R. 1 E., M.D.M., YOLO COUNTY, CALIFORNIA. SAID BEARING IS REFERENCED TO ZONE 2 OF THE CALIFORNIA STATE PLANE COORDINATE SYSTEM OF 1983.

NOTES
 ALL DISTANCES SHOWN HEREON ARE GROUND.
 TO CONVERT GROUND DISTANCES SHOWN HEREON TO GRID, MULTIPLY BY THE COMBINED FACTOR 0.999996.
 SEE SHEET 1 FOR REFERENCE TO HMO'S CONTROL SCHEME



PROPOSED BOUNDARY FOR THE FORMATION OF THE WILD WINGS COMMUNITY COUNTY SERVICE AREA
 A PORTION OF THE GORDON GRANT, PROJECTED T. 10 N., R. 1 E., MOUNT Diablo MERIDIAN, YOLO COUNTY, CALIFORNIA
 SEPTEMBER, 2002

NOTE
 CITY AND COUNTY ENGINEERS
 1000 J STREET, SUITE 100
 YOLO COUNTY, CALIFORNIA 95958

JOB NUMBER: SA11440 SHEET 2 OF 8



VIII. CERTIFICATES

1. The undersigned respectfully submits the enclosed Engineer's Fee Report and does hereby certify that this Engineer's Fee Report has been computed by me in accordance with the required statutes.



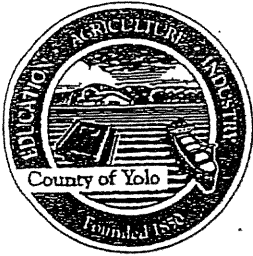
Shilts Consultants, Inc.

2. I, the County Auditor of the County of Yolo, California, hereby certify that the Fee Roll and fee levies for the Wild Wings County Service Area for fiscal year 2004-05 were filed with me on _____, 2004.

County Auditor, County of Yolo

IX. 2004-05 FEE ROLL

The fee roll listing the fiscal year 2004-05 fees for all Assessor's Parcels of land within the boundaries of the Wild Wings County Service area will be included prior to submittal of the tax roll to the County Auditor. The fees attributed to each parcel will be computed in accordance with the approved fee methodology as confirmed by vote or agreement of the property owners subject to the fees.



County of Yolo



PLANNING AND PUBLIC WORKS DEPARTMENT

292 West Beamer Street Woodland, CA 95695-2598 530-666-8775

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www.yolocounty.org

JOHN BENCOMO
DIRECTOR

TO: THE HONORABLE MIKE McGOWAN, Chair,
and Members of the Board of Supervisors

FROM: JOHN BENCOMO, Director 
David Morrison, Assistant Director 
Planning and Public Works Department

DATE: November 23, 2004

SUBJECT: Public Hearing for a Protest Election to Establish the Amount of the Annual Sewer and Water Service Fees Per Parcel in the Wild Wings County Service Area (CSA) and Associated Actions Related to the CSA

RECOMMENDED ACTIONS

IT IS RECOMMENDED that the Board of Supervisors take the following actions:

- A. **HOLD** a Public Protest Hearing to receive comments with respect to the proposed water and sewer fees increase to be levied each year upon benefited parcels of land within the Wild Wings CSA;
- B. **CLOSE** the Public Hearing, after receiving any testimony and protests, instruct the Clerk's staff to tabulate the number of landowners in opposition, and announce the unofficial results; provided that, in the event the Clerk requires the opportunity to determine whether any protest has been properly received, the Board reserves the right to continue the matter for purposes of announcing official results;
- C. **ADOPT** the enclosed Draft Resolution (Attachment A) authorizing and imposing the establishment of fees for sewer and water service to the Wild Wings CSA, if a majority of the property owners have not filed a written protest;
- D. **DIRECT** the Clerk of the Board to forward a certified copy of the Resolution to the Auditor-Controller's and the Treasurer-Tax Collector's Offices;
- E. **AUTHORIZE** the Chair to sign the Draft "Wild Wings County Service Area Fee Implementation Agreement" (Attachment B), to provide for full payment of the CSA fees by the developer until revenues are received from the 2005-2006 tax roll, as well as in subsequent tax years; and

- F. **AUTHORIZE** the Chair to sign the Draft "Agreement for Operation and Maintenance Services for the Water Recycling Facilities and Water Supply Facilities at the Wild Wings Golf Community" (Attachment C), with Water Dynamics Inc., in the amount of \$777,768, to operate the sewer and water systems for the Wild Wings CSA over the next three years.

FISCAL IMPACT

There will be no impact to the General Fund as a result of this action. County staff time is paid for from deposits placed with the County by the Wild Wings LLC. The fees, if established, will be \$1,399 annually per residential household and \$180,457 annually for the golf course and associated facilities. These funds will pay for the proposed Agreement with Water Dynamics to operate the water and sewer systems in accordance with standard operating practices. The fees will also be sufficient to reimburse staff time in administering and overseeing the Wild Wings CSA, as well as any capital replacement costs.

REASONS FOR RECOMMENDED ACTIONS

Staff has worked closely with the developer, their consulting team, and the County's consultants to develop an appropriate fee structure for the future formation of the Wild Wings County Service Area. After extensive review and analysis, staff is recommending fees that will be sufficient to cover the cost of operations and maintenance, contingencies, and administration. The fee structure also has components to encourage water conservation and to provide additional funding, if needed, to meet future changes to drinking water requirements. The election is required in order for these fees to be created.

BACKGROUND

Proposition 218 requires that in order to increase fees, a notice shall be mailed to each property owner 45 days before a public hearing. On July 20, 2004, the Board of Supervisors set a public hearing date of September 7, 2004, to hear and file protests related to the establishment of fees for sewer and water services. The proposed fees were based upon operation and maintenance cost estimates provided by the applicant's engineer and reviewed by staff. Bids were simultaneously solicited to contract with a certified firm that would operate the Wild Wings sewer and water systems. Two bids were received, from Hydro Science and Water Dynamics, both of which were higher than the engineer's estimate.

Staff subsequently negotiated with the low bidder, Water Dynamics, but their proposal was still higher than the amount of revenues generated under the proposed CSA fees at that time. Consequently, on September 7, 2004, the Board of Supervisors re-noticed the public hearing to establish fees for the Wild Wings CSA, with increased fees to accommodate the increased operator costs. The new public hearing to receive and file protest votes on the higher fee structure was set for October 26, 2004. The revised hearing notices (Attachment D) were mailed to each parcel owner in the proposed County Service Area on September 8, 2004. Included within the notices was an explanation with instructions on the protest procedure. The Office of the Clerk of the Board has received all returned protests to date. On October 26, the hearing was continued by the Board to November 23, 2004, to allow staff and the applicant additional time in which to resolve outstanding issues related to the establishment of the CSA.

The proposed Wild Wings County Service Area consists of three subdivisions, northwest of the intersection of County Road 94B and State Highway 16, adjoining the Fliers Club Golf Course and Watts-Woodland Airport. The Wild Wings project includes 337 residential parcels, an open-space nature area to be dedicated to the County, a 9-hole golf course and clubhouse, and a community recreation area (swimming pool, tennis court, and playground). The homes, clubhouse, and community pool facility are connected to the water system, which consists of two primary wells, and are also connected to a tertiary treatment wastewater plant. The treated wastewater will be used for golf course landscaping. The sewer and water systems would be operated by a private contractor, since no County personnel are qualified to operate such systems. All other services, such as landscape maintenance, street lighting, storm drain maintenance, and road maintenance, will be the responsibility of the Homeowner's Association.

If a majority of the property owners within the CSA have not protested the proposed fee increase, then the following fee structure would be established. For each residential property owner, fees for water service would be \$426, while fees for sewer service would be \$973, for a total of \$1,399 annually. For the golf course, the water fee would be \$147,452, with a sewer fee of \$33,005, for a total of \$180,457 annually. Each fee would be used to pay for operation and maintenance of the water or sewer system, as well as a capital improvement replacement program, contingencies, and administrative costs. Both fees would be subject to an annual inflationary factor based on the Consumer Price Index, if needed. Water fees for both residences and the golf course may be supplemented by a \$241 annual fee per connection if additional water quality treatment is required. Also, a fee of \$0.055 per 100 gallons would be imposed for all water use exceeding established baselines for both residences and the golf course.

Residential property owners will be paying \$117 monthly, while the golf course will be paying \$15,038 monthly to receive water and sewer service. When homes are located in or close to urban areas, water and sewer services are more affordable. Rural properties typically pay much more than homes located in densely populated areas.

OTHER AGENCY INVOLVEMENT

A number of groups have been involved in developing the proposed fees, including Wild Wings LLC; Western Pacific Housing; JTS Homes; California Homes; Shilts Consultants; McDonough, Holland and Allen; Nolte Engineering; Luhdorff and Scalmanini; Psomas; Harris and Associates; the Local Agency Formation Commission; County Counsel; the Office of the Auditor-Controller; the Clerk of the Board of Supervisors' Office; and the Public Works Division. There are currently no residents within the proposed Wild Wings CSA, nor has the CSA been officially established, so an Advisory Committee has not yet been formed.

ATTACHMENTS

- Attachment A – Draft Resolution
- Attachment B – Draft CSA Fee Implementation Agreement
(on file with the Clerk of the Board)
- Attachment C – Draft Sewer and Water Systems Operation and Maintenance Agreement
(on file with the Clerk of the Board)
- Attachment D – Public Hearing Notices

Wild Wings LLC

September 29, 2008

Deanna Themoleas CCAM
Association Manager
Wild Wings Owners Association
PO Box 1459
Folsom, CA 95763

VIA EMAIL & US MAIL

Dear Ms. Themoleas:

We are in receipt of a letter dated September 26, 2008 authored by Kevin English, Lance Kolesar and Jordan Durbin all representing "The Save the Wild Wings Golf Course Coalition". We thank them for their efforts, together with the collective effort of many Wild Wings homeowner's that have expressed a desire to find a solution to the closure of the Wild Wings Golf Course.

Regrettably, their letter does not sufficiently provide specific timeframes, necessary actions and commitments which must be made in concert between the Wild Wings HOA, the Wild Wings CSA board and the Yolo County Board of Supervisors. Their letter also identified several "terms and conditions" that we cannot and will not accept.

We appreciate and respect what the Wild Wings homeowners are trying to accomplish. As time elapses though, these good efforts come with a continued cost to us, adding to the significant losses already incurred.

As you know, we provided notice that we would close the golf course on September 15, 2008, but in order to accommodate the WW HOA and County, voluntarily kept the golf course open longer than we had announced.

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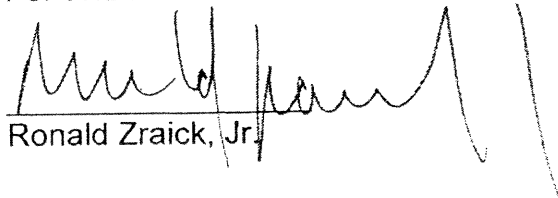
We are proud of the Wild Wings development. We feel that we provided a wonderful community with wonderful amenities. The members of Wild Wings LLC have built a reputation for nearly 50 years each of developing good projects that are enjoyed by many thousands of families. We have always kept up our obligations and performed in a professional and honorable fashion.

In that regard, we are concerned for our employees and their search for another job during the upcoming winter months. Our employees are wonderful people and we feel an obligation to them, inclusive of an appropriate substantial severance, just as we feel an obligation to the homeowners.

It is not in our best interests for this problem to continue, however, we, as always, wish to do the honorable thing and therefore, will keep Wild Wings Golf Course open and operating on a week to week basis provided that specific, real and meaningful progress is being made to provide the WW HOA and Yolo County one final opportunity to take the necessary actions, whatever they are, in order to allow for Yolo County to accept the donation of the Wild Wings Golf Course. We trust that a complete time-sensitive action plan will be immediately implemented and would expect to receive a written "weekly resolution report".

We wish the homeowners the very best in their efforts.

Sincerely,
For WILD WINGS LLC



Ronald Zraick, Jr.

Cc: Duane Chamberlain
Wes Ervin
Harold Duffey

THE SAVE WILD WINGS GOLF COURSE COALITION

September 26, 2008

Wild Wings LLC
Ronald Zraick, Jr.
1122 Willow Street.
Suite 200
San Jose, Ca
95125

Re: Wild Wings Golf Course

Dear Mr. Zraick,

The Wild Wings HOA, the Save Wild Wings Group (SWWG), the County and the Community Service Area (CSA) have met on several occasions this week in order to seek consensus on a proposed plan of action regarding ownership and ongoing operation of the Wild Wings Golf Course.

In your prior correspondence to the HOA and the County, you offered either of them ownership of the course together with all associated amenities and equipment for a \$1 fee.

It has only recently been acknowledged that, after serious formal discussion with and amongst both parties, neither the County nor the HOA is prepared to accept this offer. However, after further investigation and discussion we have concluded that our Community Service Area should be the new owner. Of course, this offer will be subject to approval by both the CSA and the Board of Supervisors. We are prepared to move forward to that end based upon the following:

1. The SWWG, will petition and make substantive recommendations to the CSA at their next noticed meeting opportunity, in the week of September 29, 2008, to develop an acquisition and implementation plan, immediately. This will be subject to the legal process and timeframe requirements Proposition 218, but we can assure you that all due haste will be made to achieve these goals within the shortest time reasonably possible. This could likely be accomplished within eight to twelve weeks.

2. The terms and conditions of such an acquisition would be as follows:

A. The purchase price will be \$1.

B. The purchase price will include all equipment and improvements.

C. The title to the property at the close of escrow shall be free of all liens, delinquent taxes, assessments and fees and subject to only those title exceptions agreeable to buyer.

D. Non-delinquent taxes and fees due but not yet paid shall be prorated as of the close of escrow.

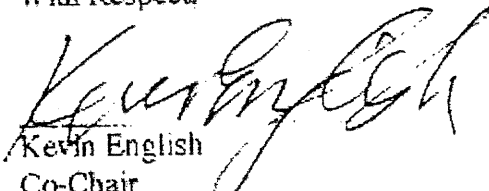
E. Within 5 days from opening escrow, the Owner shall provide the Buyer a due diligence package, including but not limited to all maps, surveys, reports, contracts, inventory lists, and maintenance records.


F. Due to public health and safety concerns and in the spirit of a collaborative solution, the Owner shall maintain the current course condition through the escrow period.

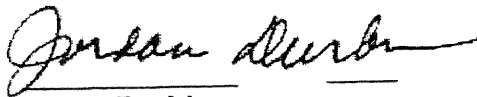
G. The Close of Escrow shall occur the earlier of 5 business days after the expiration of the Proposition 218 appeal period or January 15, 2009. In the event the Buyer is working with diligence and in good faith and the close of escrow needs to be delayed due to circumstances beyond its control, the Seller shall grant the buyer a one time 60-day extension.

Our commitment to you making this acquisition a reality is strong and clear. We have been working with all the stakeholders and our consensus is to move forward on an aggressive timetable allowable given some procedural constraints and concurrence with governing authorities. Yolo County Supervisor Duane Chamberlain will be giving an update to the Yolo County Board of Supervisors at the next meeting on Tuesday, September 30, 2008, and we hope it would include a positive response to this letter. We trust you will promptly and diligently contemplate our offer and provide us with an expeditious response and opportunity to achieve a mutually beneficial resolution.

With Respect,


Kevin English
Co-Chair
Save Wild Wings Group


Lance Kolesar
Co-Chair
Save Wild Wings Group



Jordan Durbin
President
Wild Wings HOA

In consultation with

Duane Chamberlain, 5th District Yolo County Board of Supervisors
Wes Ervin, Manager of Economic Development, County of Yolo
Harold Duffey, Chief Assistant Director-Planning, Resources & Public Works D, County
Department, County of Yolo
The Wild Wings HOA Board of Directors
The Save Wild Wings Committee



WILD WINGS OWNERS
ASSOCIATION

September 19, 2008

Wild Wings LLC
1122 Willow Street Suite 200
San Jose, CA 95125

Attn: Mr. Ronald Zraick, Jr.

Dear Mr. Zraick:

The Wild Wings Owners Association would like to discuss several golf course options with Brandenburg Properties. The Board is working with a ten-member committee of residents; this committee is currently identifying options that would keep the golf course both opened and operational.

We are asking for a time extension of up to six months. As part of this time extension, we would be willing to discuss the feasibility of the golf course taking over the Wild Wings Owners Association landscape maintenance contract to help offset the golf course operational cost. We are also open to consider any other solutions you might propose.

Your prompt response to this letter is requested. Please contact Deanna Themoleas, Kocal Management Group, to discuss this letter.

Sincerely,

A handwritten signature in cursive script that reads 'Deanna Themoleas'.

At the direction of the Board of Directors, Wild Wings Owners Association
Deanna Themoleas, CCAM
Association Manager
Wild Wings Owners Association

Cc; RZ/via email/fax
DM/ms



COUNTY OF YOLO

Office of the County Administrator

Sharon Jensen
County Administrator

625 Court Street, Room 202 Woodland, CA 95695
(530) 666-8150 FAX (530) 668-4029
www.yolocounty.org

September 9, 2008

Ron Zraick
Wild Wings, LLC
1122 Willow Road, Suite 200
San Jose, CA 95125

Re: Wild Wings Golf Course

Dear Mr. Zraick:

Thank you for your September 4, 2008 letter, in which you notify Yolo County that you intend to cease operations of the Wild Wings golf course on or before September 15, 2008. Your letter asks for a written expression of interest from the county.

We respectfully request that you keep the golf course open for another three months until the end of December 2008, so the county can have time to work on a solution that keeps the golf course open and avoids the lengthy tax sale process. Our reasons are set forth below.

First, it only recently came to our attention that you are offering the golf course to the county for \$1.00 in an "as is, where as" condition, and that continued operations are in peril. We have since been actively pursuing several possible solutions, and have brought together the Wild Wings Homeowners Association, the nearby Yolo Fliers Club, and the County Service Area into those discussions.

Second, while each of the above entities individually has in the past declined to acquire the golf course, I am hopeful that each will now re-evaluate its position in light of your imminent abandonment of the course, and that some cooperative arrangement may be possible. The county is not itself in a position to acquire or operate the course if it involves any cost or operational deficit. Nevertheless, a successful solution may be possible but will take some time to work out. The full Board of Supervisors will be kept fully informed, and a report to the Board is scheduled for September 23, the next regularly scheduled meeting.

We understand that keeping the course open a little longer may cost Wild Wings, LLC additional capital, but please be assured that this golf course is a significant public amenity, not only to the residents of Wild Wings, but also to county residents who enjoy one of our few public courses. We hope you will consent to keep the course open for play a little while longer, and to work with us during that time so we can achieve a successful solution.

Yours truly,



Wes Ervin
Yolo County Manager of Economic Development

Cc: Philip Pogledich, Associate County Counsel
Sharon Jensen, County Administrator
Warren Westrup, County Parks Director
Jordan Durbin, President, Wild Wings Homeowners Association
Regina Espinosa, County Service Area Coordinator
Steven Beckley, Yolo Fliers Club
Randy Thomas, Yolo Fliers Club
Duane Chamberlain, Chair of the Board of Supervisors
Mike McGowan, County Supervisor, District 1
Helen Thomson, County Supervisor, District 2
Matt Rexroad, County Supervisor, District 3
Mariko Yamada, County Supervisor, District 4

Wild Wings, LLC

A Member of the Brandenburg Properties Group

September 4, 2008

Mr. Wes Ervin
Economic Development Manager
County of Yolo
625 Court Street, Suite 202
Woodland, CA 95695

Via Email
wes.ervin@yolocounty.org

Re: Donation of the Wild Wings Golf Course

Dear Mr. Ervin:

After an exhaustive effort to locate a buyer for the golf course, including the adjacent Yolo Fliers Club, the Wild Wings Owners Association, and the open market, Wild Wings, LLC, the owner of the Wild Wings Golf Course, currently intends to cease operations of the golf course on or before September 15, 2008. We have provided notice to our general manager. We value our employees and will be working towards appropriate severance as we want to use our available resources to take care of our people.

While we had wished for the County to be proactive on our offer and while we have heard that there may be interest by Yolo County to accept our donation of the Golf Course and maintenance equipment at an agreed upon value, we have yet to be provided with any written expression of interest and specific direction as to the required steps and associated timing to move forward with the donation offer.

We appreciate that you need to be given direction to pursue this transaction by the Board of Supervisors, but time is quickly running away from us. We understand that you are having a meeting tomorrow and are happy to have Bill Davis, Wild Wings' general manager, attend that meeting. We look forward to your prompt attention to this matter.

Please call me if you have any questions or require further explanation.

Sincerely,
Wild Wings, LLC


Ron Zraick

RESOLUTION 2003-11
(Resolution Making Determinations and Approving
the Formation of the Wild Wings County Service Area)
LAFCO # 881

WHEREAS, on April 25, 2002, the owners of 100% of the land shown on Exhibit "A" (hereinafter referred to as the "subject territory") petitioned for formation of the Wild Wings County Service Area ("Wild Wings CSA"); and

WHEREAS, the territory shown on Exhibit "A" consists of approximately 220.2 acres; and

WHEREAS, the proposal was assigned LAFCO Application No. 881 and is referred to as the "Formation of the Wild Wings County Service Area" proposal; and

WHEREAS, Revenue and Taxation Code Section 99 requires an agreement on the exchange of property tax revenues in the event of a jurisdictional change of local agencies, and

WHEREAS, the property tax negotiations were completed on June 24, 2002; and

WHEREAS, said Petition of Application was reviewed and a Certificate of Filing was issued on May 22, 2003; and

WHEREAS, the Executive Officer set a public hearing for June 23, 2003 for consideration of the proposal and caused Notice thereof to be posted, published and mailed at the times and in the manner required by law at least twenty-one (21) days in advance of the date; and

WHEREAS, the Executive Officer reviewed the project pursuant to the California Environmental Quality Act (CEQA), and recommended the acceptance of the 1985 Monument Hills Environmental Impact Report, the 1992 Notice of Exemption and the 2003 Categorical Exemption as the appropriate environmental documents (collectively referred to as the "Environmental Documents"); and

WHEREAS, said Notice stated that the Petition of Application and the Environmental Documents would be considered by this Commission at the hearing; and

WHEREAS, the public hearing was subsequently continued to July 28, 2003, and thereafter to August 25, 2003; and

WHEREAS, notice of each such continuance was duly given at the times and in the manner provided by law; and

WHEREAS, the Executive Officer reviewed the proposal and prepared and filed a report with recommendations with this Commission at least five (5) days prior to the regularly scheduled August 25, 2003 meeting during which the Petition of Application was considered; and

WHEREAS, on August 25, 2003, the matter came on regularly for hearing before this Commission, at the time and place specified in the notice of the continued Public Hearing; and

WHEREAS, at said hearing, the Petition of Application, the Environmental Documents, the Executive Officer's Report and Recommendations and the adopted Sphere of Influence were reviewed and considered; and

WHEREAS, an opportunity was given to all interested persons, organizations, and agencies to present oral or written protests, objections, and any other information concerning the proposal and all related matters; and

WHEREAS, this Commission has considered the Petition of Application, the Environmental Documents, the Executive Officer's Report and Recommendations, each of the policies, priorities and factors set forth in Government Code Sections 56377, 56668 and 56668.3, the Standards of Evaluation for proposals as set forth in LAFCO Resolution No. 2002-01, the Yolo County LAFCO

Agricultural Conservation Policy, the Land Evaluation and Site Assessment model results, and all other matters presented as prescribed by law.

NOW, THEREFORE, BE IT RESOLVED, FOUND AND ORDERED AS FOLLOWS:

1. Each of the foregoing recitals is true and correct.
2. This Resolution making determinations is made pursuant to the Local Government Reorganization Act of 2000, California Government Code Sections 56000 et seq.
3. The application, in the form of a petition of application, was submitted by landowners of record in the manner prescribed by law.
4. The petition proposes that a CSA be created to encompass 220.2 acres and for it to provide the following active services:
 - a. Water service, including the acquisition, construction, operation, replacement, maintenance, and repair of water supply and distribution systems, including land, easements, rights-of-way, and water rights.
 - b. Sewer service, including the acquisition, construction, operation, replacement, maintenance, and repair of sewage collection, transportation, and disposal systems, including land, easements, and rights-of-way.
5. The property is currently fallow agricultural land.
6. The proposal contemplates that a private Homeowners' Association and golf course will provide the following services:
 - a. Street and highway sweeping.
 - b. Street and highway lighting, including the acquisition, construction, replacement, maintenance, and repair of a street or highway lighting system, including land, easements, and rights-of-way.
 - c. Refuse collection.
 - d. Garbage collection.
 - e. Soil conservation and drainage control.
 - f. Road maintenance. Street, highway, and bridge construction, improvement and maintenance, including related drainage facilities and structures, necessary design and engineering services, and the acquisition of land, easements, and rights-of-way needed for the work.
 - g. Park, recreation and parkway facilities and services (swimming pool, cabana, tot lot, tennis court, picnic area, and related services and facilities).
7. Based upon the information presented to the Commission, it appears that those private service providers will be capable of providing those services adequately and efficiently for the foreseeable future.
8. Nevertheless, it appears appropriate to grant of those same powers to Wild Wings County Service Area in latency (i.e., not actively used or exercised by the CSA, but the CSA governing board may activate them by a majority vote without further LAFCO approval) in the unlikely event that the Homeowner's Association or golf course (or both) dissolves or proves to be unable to provide these services.
9. The subject territory has two registered voters, and is therefore uninhabited as that term is defined in Government Code 56046.
10. The subject territory is within the boundaries of eight special districts: Yolo County Flood

Control and Water Conservation District, Willow Oak Fire Protection District, Sacramento-Yolo Mosquito and Vector Control District, Esparto Joint Unified School District, Woodland Joint Unified School District, Yolo County Office of Education, Yuba Community College District and the Yolo County Resource Conservation District, all of which received notice as required by law.

11. There is no bonded indebtedness applicable to this proposal.
12. The area has been designated "Planned Development" in the County General Plan for Monument Hills.
13. The proposed annexation meets the intent, policies, and priorities of this Commission, and the laws and policies within its jurisdiction and authority, including but not limited to the Wild Wings County Service Area Sphere of Influence and Yolo County LAFCO Standards of Evaluation.
14. The proposal conforms to the intent, policies, and priorities of the County of Yolo and the Wild Wings County Service Area, including but not limited to the Yolo County Monument Hills Specific Plan.
15. The project is 220.2 acres of land, which makes it subject to the Yolo LAFCO Agricultural Conservation Policy. However, the parcel involved is of lowered agricultural value due to its proximity to the Watts-Woodland Airport, the quality of its soils and its lack of continuity because of the Yolo Fliers Country Club.
16. The application of the Land Evaluation and Site Assessment model to this proposal has resulted in a weighted score of 38.49, depicting soils of low agricultural importance.
17. The proposal will result in the loss of 24 acres of prime agricultural land, and is subject to the Agricultural Conservation Policy's 1:1 mitigation requirement.
 - a. The Applicants have agreed to transfer approximately 24 acres of prime soils to the golf course and the current zoning for the golf course requires it to be maintained as open space.
 - b. The Applicants have also agreed to transfer, by grant deed, Lot M to the County of Yolo.
 - c. The planned transfer of prime soils to the golf course and of Lot M to the County of Yolo will satisfy this mitigation requirement.
18. The County Assessor and Surveyor have agreed that the submitted legal descriptions and maps are mathematically correct.
19. The Commission hereby assigns the short title of "Formation of the Wild Wings County Service Area" to this proposal.
20. The 1985 Monument Hills Environmental Impact Report, the 1992 Notice of Exemption and the 2003 Categorical Exemption, combined, are hereby accepted as the appropriate environmental documents for this proposal in accordance with CEQA.
21. The formation of the Wild Wings County Service Area is hereby approved, subject to the following conditions:
 - a. The County Service Area shall provide the provide the following active services:
 1. Water service, including the acquisition, construction, operation, replacement, maintenance, and repair of water supply and distribution systems, including land, easements, rights-of-way, and water rights.

2. Sewer service, including the acquisition, construction, operation, replacement, maintenance, and repair of sewage collection, transportation, and disposal systems, including land, easements, and rights-of-way.
 - b. The applicants shall pay all outstanding LAFCO, State Board of Equalization and County Clerk fees prior to recording of the Certificate of Completion for the Formation of the Wild Wings County Service Area.
 - c. The project will be subject to all development fees, service charges, user fees and necessary assessments of the County of Yolo.
 - d. That the applicant and the real party of interest, if different, agree to defend, indemnify, hold harmless and release the Yolo County Local Agency Formation Commission, its agents, officers, attorney and employees from any claim, action or proceeding brought against any of them, the purpose of which to attack, set aside, void, or annul the approval of this application or adoption of the environmental document to which it accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney fees, or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of this application, whether or not there is concurrent passive negligence of the part of the Yolo County Local Agency Formation Commission its agents, officers, attorney or employees.
 - e. Applicant shall meet the remainder requirement of the 1:1 mitigation required for the loss of 24 acres of prime agricultural land by the execution and recordation of the deed to transfer Lot M to the County of Yolo.
22. The Wild Wings County Service Area shall also have the following powers granted in latency:
- a. Street and highway sweeping.
 - b. Street and highway lighting, including the acquisition, construction, replacement, maintenance, and repair of a street or highway lighting system, including land, easements, and rights-of-way.
 - c. Refuse collection.
 - d. Garbage collection.
 - e. Soil conservation and drainage control.
 - f. Road maintenance. Street, highway, and bridge construction, improvement and maintenance, including related drainage facilities and structures, necessary design and engineering services, and the acquisition of land, easements, and rights-of-way needed for the work.
 - g. Park, recreation and parkway facilities and services.
23. The Gann Appropriations Limit for the Wild Wings CSA shall be \$0.00, as determined in accordance with Government Code §7902.7(c).
24. The effective date of this reorganization shall be seven working days after recordation by the County Recorder of the Executive Officer's Certificate of Completion, which shall be prepared and recorded after the conditions set forth above are met.
25. The Executive Officer is instructed to:
- a. Mail a certified copy of this resolution to the affected agencies;
 - b. Mail a certified copy of this resolution to the landowners;

- c. Prepare and file a Notice of Determination in accordance with the California Environmental Quality Act.
- d. Request the Yolo County Surveyor to oversee the preparation of the final map and legal description for the proposal.
- e. Direct the petition to the Yolo County Board of Supervisors to complete the formation proceedings pursuant to the County Service Area Law (Government Code Sections 25210.1 et seq.).

PASSED AND ADOPTED by the Yolo County Local Agency Formation Commission of the County of Yolo, State of California, this 25th day of August, 2003, by the following vote.

AYES: Boyd, Pollock, Sieferman, Woods, Dote
NOES: none
ABSENT: none
ABSTAIN: none

Martie Dote, Chairwoman
Yolo County Local Agency Formation Commission

ATTEST:

Elizabeth C. Kemper, Executive Officer
Yolo County Local Agency Formation Commission

Approved as to form:

Stephen Nocita, Commission Counsel

Wild Wings CSA Formation Resolution (Final)

COUNTY OF YOLO, CALIFORNIA AGREEMENT FOR EMERGENCY SERVICES

The County of Yolo, a political subdivision of the State of California, by and through its Director of Planning and Public Works ("County") and California-American Water Company, a California corporation ("Operator"), enter into this Agreement for Emergency Services ("Agreement"), effective October ____, 2008, based upon the following facts:

- A. The County established and manages the Wild Wings County Service Area to operate the water supply and wastewater treatment systems for the Wild Wings Golf Community subdivision. The subdivision includes 337 residential customers, a private nine-hole golf course and recreational facilities.
- B. By contract dated March 18, 2008, the County retained Operator to operate and maintain the water and sewer facilities, including reclaimed water facilities within the subdivision, for three years.
- C. On or about October ____, 2008, due to the unexpected departure of the current operator and to protect the health and safety of the subdivision's residents, the County will assume oversight of the golf course and recreational facilities at the Wild Wings Golf Community (WWGC), and in particular, the reclaimed water system used at the golf course (the "System").
- D. County requires a certified qualified operator to immediately assume operation and maintenance of the System, for uninterrupted service of recycled water that complies with all federal, state, and county laws and regulations.
- E. The County is authorized by Government Code section 31000 to contract with persons specially trained, experienced, expert and competent to perform special services.
- F. Operator is a regulated public water utility with water and wastewater operations in Yolo County, California, and is qualified to operate the System.
- G. County has requested that Operator immediately upon the effective date of this Agreement assume operation and maintenance of the System for the purpose of keeping the reclaimed water System in use and in good repair, and preventing any health and safety issues that may be caused if the System ceases to operate. Operator has agreed to do so. This Agreement is not intended to and does not include maintenance or operation of the golf course as a recreational facility or in a playable condition.
- H. The parties intend that this Agreement for Emergency Services will be superseded by an agreement for professional operations and maintenance as soon as such an agreement can be prepared and entered into. The parties understand and intend this Agreement to be a short-term, stop-gap measure to provide for the County's immediate need for operation and maintenance of the System.

NOW, THEREFORE, in consideration of the terms and conditions stated in this Agreement, the parties agree as follows:

1. **Operation and Maintenance.** Operator agrees to immediately upon the effective date of this Agreement assume operation and maintenance of the System, as set forth in this Agreement.

- 1.1. Scope of Services.** The services to be provided under this Agreement include, but are not limited to, assignment of a qualified operator(s) for operation of the System, as more specifically described in the Scope of Work attached as Attachment A and incorporated in this Agreement by this reference.
 - 1.2. Additional Services.** County acknowledges that due to the emergency nature of this Agreement, Operator has not performed any significant due diligence related to the System, its operation or maintenance, and that additional services may be required for adequate operation and maintenance of the System that are not contemplated by this Agreement. County agrees that Operator shall provide such additional services when needed pursuant to the terms of this Agreement.
- 2. Term of Agreement.** This Agreement shall commence upon its execution by both parties and shall continue until replaced by a non-emergency agreement for operation and maintenance of the System, or until terminated by either party as provided below. In no event shall the term of this Agreement exceed one year from the date of its execution.
- 3. Consideration.** In consideration for services provided, County shall pay Operator according to the Rates and Fees Schedule set forth in Attachment B, attached to and made a part of this Agreement by this reference.

 - 3.1. Payment.** Operator shall submit an invoice for payment to County, and County shall remit payment within thirty (30) days of receipt of the invoice.
 - 3.2. Late Fees.** Payments received more than thirty (30) days from receipt of the invoice shall be subject to a service charge of one and one-half percent (1.5%) per month or part thereof.
- 4. Operator's Obligations.** Operator will perform its technical and professional services in a manner at or above industry standards and in accordance with all federal, state, county, and local laws and regulations.

 - 4.1. Provision of Employees.** Operator shall provide a sufficient number of qualified employees to operate and maintain the System. Operator's employees shall have and maintain the qualifications required by governmental agencies for operation of the System.
 - 4.2. Permits.** Operator shall operate and maintain the System within all permit requirements.
 - 4.3. Fines.** Operator shall not be responsible for fines caused by, arising out of, related to, or in connection with any matters relating to maintenance or operation of the System prior to this Agreement or to design or construction of the System or any other matter over which Operator has no control. Operator will be liable for fines or civil penalties imposed by any regulatory agencies that are caused solely by Operator's operation and maintenance of the System. County shall cooperate fully with Operator in the defense of any penalty or fine proceeding.
 - 4.4. Capital Equipment and Improvements.** Operator shall obtain advance written approval from County for purchase of any single item of equipment necessary for the continued operation and maintenance of the System at a cost of more than \$2,000, or for any capital improvement at a cost of more than \$2,000. Operator shall exercise its discretion in the purchase of any equipment or improvements less than \$2,000, and such expenditures shall be paid for by County.
 - 4.5. Reporting.** Operator shall retain records of operation and maintenance data in accordance with all laws. Operator shall provide County with copies of all

correspondence sent or received by Operator relating to the System, its operation, or maintenance. Operator shall provide County with an accident report in the event of any personal or property damage or injury in excess of \$2,000.

5. County's Obligations. County shall pay for the services provided by Operator as set forth in this Agreement, and:

5.1. Existing Permits, Rights and Entitlements. County shall maintain in force all existing permits, agreements, leases, easements, licenses, and warranties necessary or beneficial to the operation and maintenance of the System, including taking all necessary action to transfer or assign such rights where appropriate.

5.2. Office Space. County shall provide office space for Operator's use, and County shall pay all associated utility charges.

5.3. Payment of Associated Costs. County shall pay for or reimburse Operator for all reasonable expenses required for the normal operation and maintenance of the System, including but not limited to: all utility costs; chemicals; fuels and lubricants; normal operating supplies; laboratory supplies; routine maintenance and repairs; supplies for emergency repairs; fees for permit licenses, certificates, and approvals; replacement of non-capital equipment; and all capital improvements.

5.4. Payment for Required Testing. Town shall pay for any testing required by any regulatory agency or necessary for proper operation of the System.

6. Indemnification and Limitation of Liability.

6.1. Operator shall indemnify, defend, and hold harmless County, its elected or appointed officials, officers, agents, and employees from any and all actions, claims, loss, liability, damages, and injury arising out of Operator's intentional, willful, or negligent operation of the System or provision of services under this Agreement. Operator shall not be liable or responsible for any wrongful, willful, or negligent acts of County, its elected or appointed officials, officers, agents, or employees, or for any wrongful, willful, or negligent acts of third parties, or acts of God.

6.2. County shall indemnify, defend, and hold harmless Operator, its directors, officers, shareholders, agents, and employees from any and all actions, claims, loss, liability, damages, and injury arising out of:

6.2.1. Acts or omissions relating to operation or maintenance of the System that occurred prior to this Agreement;

6.2.2. Design deficiencies or other conditions that existed prior to this Agreement;

6.2.3. Or for any other cause that is not Operator's intentional, willful, or negligent operation of the System or provision of services under this Agreement.

6.3. County shall indemnify, defend, and hold harmless Operator, its directors, officers, shareholders, agents, and employees from any and all actions, claims, loss, liability, damages, and injury arising out of or related to management or use of the golf course or other recreational facilities for recreational purposes.

7. Insurance.

7.1. Fire, Property Damage, Public Liability. County shall purchase and maintain, at its expense, insurance policies for fire and property damage in an amount sufficient to

cover the full insurable value of the System, and for public liability. Operator shall be named, by separate endorsement, as an additional insured for all of these policies during the term of this Agreement.

7.2. Required Coverage by Operator. Operator shall during the term of this Agreement maintain, at its cost, the insurance requirements set forth in section XIII.A. of the parties' Agreement for Operation and Maintenance Services for the Water Recycling Facilities and Water Supply Facilities at the Wild Wings Golf Community dated March 18, 2008.

8. **Termination.** Either party may terminate this Agreement upon thirty (30) days written notice.
9. **Property Ownership.** Any capital equipment provided by Operator during the term of this Agreement shall remain the property of Operator.
10. **County Approval.** Any approvals required to be given by County shall be effective if provided by the Director of the Planning and Public Works Department, or designee, and said Director shall be the administrator of this Agreement on behalf of County.
11. **Notice.** All notices or demands given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand, certified mail, or by overnight delivery, at the addresses set forth below. Notices shall be effective upon receipt.

To Operator: Tom Glover, General Manager, Northern Division
California American Water
4701 Beloit Drive.
Sacramento, CA 95851

To County: John Bencomo, Director
Planning and Public Works Department
County of Yolo
292 West Beamer Street
Woodland, CA 95695

12. **Attorneys Fees; Jurisdiction; Venue; Applicable Laws.** The prevailing party in an action arising out of this Agreement shall be entitled to recover its reasonable attorneys' fees and costs. The venue for any action arising out of this Agreement shall be Sacramento County, California. This Agreement shall be governed by California law.
13. **Entire Agreement; Modification.** This Agreement and all referenced attachments constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the matters covered by this Agreement. Any amendment or modification to this Agreement must be in writing and signed by both parties.
14. **No Assignment.** This Agreement may not be assigned, in whole or in part, without the express written consent of both parties.
15. **Records Retention and Audit.** Operator shall maintain records of its operation and maintenance activities as required by applicable laws and regulations, and according to Operator's standard practices. Operator's records shall be open to inspection and subject to audit by County's authorized representative. Operator shall make its records available for inspection at reasonable times and places, and shall maintain such records for three years after termination of this Agreement.
16. **Counterparts.** This Agreement may be executed in counterparts.

17. **Authorized Representative.** The person executing this Agreement on behalf of each party represents that he or she has the requisite legal authority to enter into this Agreement on behalf of that party.

18. Signatures.

IN WITNESS WHEREOF, this Agreement for Emergency Services is executed by County, acting by and through its County Director of Planning and Public Works, and by Operator, acting by and through its lawfully authorized officers.

THE COUNTY OF YOLO

Date: October ____, 2008

By: _____
John Bencomo, County Director of Planning and
Public Works

CALIFORNIA-AMERICAN WATER COMPANY

Date: October ____, 2008

By: _____
Kent Turner, President

ATTACHMENT A
Sprayfield and Storm Water Infiltration Area Management

SCOPE OF SERVICES:

1. Disposal of reclaimed water onto golf course area
2. Maintain a manageable tall grass (park-like condition) in and out of play areas in order to facilitate storm water retention and disposal of reclaimed water and to prevent the pooling of water
3. De-thatch and aerate turf as required for water absorption
4. Maintain records pertaining to Salt Adsorption Ratio (SAR) and monitor irrigation volume in relation to evapo-transpiration standards for the area (Davis CIMIS)
5. Repair and replacement of sprinkler heads as necessary
6. Maintain Maintenance Equipment building and yard
7. Maintain Storm Water Pump Station

NOT IN SCOPE:

1. Fertilizer, pesticide and weed abatement programs, applications and supply
2. Maintenance of golf course for recreation or play
3. Fuels procurement and supply
4. Major equipment repair – service and parts – such as mowers and related equipment

ATTACHMENT B
Sprayfield and Storm Water Infiltration Area Management
Rates and Fees Schedule

Monthly Cost Proposal

Basic Monthly Fee (For operation and management of the Sprayfield and Storm Water Infiltration Area in accordance with the Emergency Services Agreement)	\$13,017
Overtime--Lead Laborer	\$34.50/hour
Overtime--Laborer	\$27.60/hour
All other costs	Actual cost

Basic Monthly Fee includes CAW supervisor management time, certified wastewater operator time and two full time (40hrs/week) landscape workers. Any overtime by landscape operators will be billed to the County for reimbursement at the rates shown above (time and a half plus 15%).

All costs other than labor and management shall be paid for by County. Those costs include all reasonable expenses required for the normal operation and maintenance of the System, including but not limited to: all utility costs; chemicals; fuels and lubricants; normal operating supplies; laboratory supplies; routine maintenance and repairs; supplies for emergency repairs; fees for permit licenses, certificates, and approvals; replacement of non-capital equipment; and all capital improvements.

All payments are due within thirty (30) days of receipt of the invoice. A service charge of one and one-half percent (1.5%) per month or part thereof shall be applied to all late payments.



County of Yolo

PLANNING AND PUBLIC WORKS DEPARTMENT

John Bencomo
DIRECTOR

292 West Beamer Street
Woodland, CA 95695-2598
(530) 666-8775 FAX (530) 666-8728
www.yolocounty.org

Wild Wings Golf Course Closure Impact

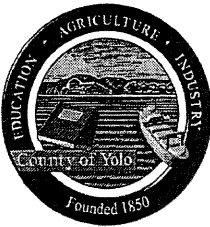
Estimated Fiscal Impact to Individual Homeowners to Maintain Water and Sewer Services

Existing Annual Assessment		\$1,438.00
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Golf Course Water Sewer Fees Distributed to Homeowners		\$535.00
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Health & Safety Maintenance Plan of Golf Course	\$	463.51
If Golf Course closes and CSA provides mowing and maintenance of water distribution of former Golf Course		

Total Prop 218 Assessment to Wild Wings Resolution (Estimated impact to homeowners)		\$2,436.51
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Wild Wings Golf Course Acquisition By CSA

Homeowners CSA Fees for Golf Course Operations

Operations and Management		\$1,400.00
Water Sewer Fee 07/08 back taxes	\$	140.00
Tax collector allows for payment plan for past due taxes over a 5-year period		
Capitol Improvements Driving Range, Clubhouse Improvements,		\$600.00
Outside Revenue from Public Play or Private Operator to reduce rate impacts to homeowners	\$	(1,288.00)
Total Prop 218 Assessment to Wild Wings Homeowners (Estimated impact to homeowners)		\$2,140.00
Total Prop 218 Assessment to Wild Wings Homeowners		
After Outside Revenue from Private Operator		\$852.00

WILD WINGS GOLF COURSE
SUMMARY FINANCIAL INFORMATION
May 21, 2005 (inception) to August 31, 2008

10/16/2008

	Actual 5/21/05 to 12/31/2005 7 Months	Actual 1/1/06 to 12/31/2006 12 Months	Actual 1/1/07 to 12/31/2007 12 Months	Actual 1/1/08 to 8/31/2008 8 Months	Projected CY2008 12 Months
Total 9 Hole Rounds of Golf	18,842	35,440	41,628	24,494	36,741
Average Green Fee per Round	\$ 11.04	\$ 9.26	\$ 8.88	\$ 10.22	
Average Cart Fee per Round	\$ 4.01	\$ 3.22	\$ 2.80	\$ 3.86	
Total Average Green & Cart/Round	\$ 15.05	\$ 12.48	\$ 11.68	\$ 14.08	
<u>REVENUE</u>					
Green Fees	\$ 207,995	\$ 328,092	\$ 369,513	\$ 250,225	
Cart (Electric) Fees	75,634	114,256	116,553	94,649	
Merchandise	22,786	37,142	38,963	31,734	
Golf Shop-Club/Push Cart Rent	3	2,659	1,922	1,074	
Golf Shop - Misc	6,305	8,545	11,905	5,205	
Food - Restaurant/Bar	6,099	15,242	14,965	15,874	
Other Beverages - Restaurant	13,232	20,035	20,363	15,461	
Interest Income	2,086	3	109	605	
Misc Income	2,574	264	487	-	
TOTAL REVENUE	\$ 336,714	\$ 526,238	\$ 574,780	\$ 414,827	622,241
<u>EXPENSES</u>					
Cost of Sales	22,251	38,174	44,919	36,927	
Payroll	259,614	379,975	386,101	248,438	
Repair & Maintenance	23,760	33,592	39,732	31,057	
Supplies	100,544	129,632	143,447	120,165	
Utilities	22,499	47,031	82,860	40,408	
Other Expenses	85,763	118,008	117,190	90,450	
TOTAL EXPENSES (excl Prop Tax & CSA Fees)	\$ 514,431	\$ 746,412	\$ 814,249	\$ 567,445	851,168
Operating Income (Loss) Prior to Property Tax & CSA Fees	\$ (177,717)	\$ (220,174)	\$ (239,469)	\$ (152,618)	(228,927)

YOLO COUNTY AUDITOR-CONTROLLER AND TREASURER TAX-COLLECTOR
Tax Loss from Wild Wings.xls

Assessor's parcel number	PRIOR YEAR TAX DUE-DELINQUENT AT 9-11-08		2008-09 TAXES DUE		GENERAL OBLIGATION BONDS				SPECIAL ASSESSMENTS		
					ESPARTO USD	WOODLAND JUSD	YUBA CCD	WILD WINGS CSA	WILLOW OAK FIRE		
025-440-761	33,608.00	7,030.01	154.66				112.47	20,050.00	13.20		
025-561-011	27,963.33	793.85	17.46				12.69	20,050.00			
025-440-621	28,854.55	7,798.03	171.55		168.00		124.76	20,057.00	10.00		
025-440-661	31,197.00	4,200.13			165.92		67.19	20,050.00	10.00		
025-440-771	27,901.77	4,148.10					66.36	20,050.00	10.00		
025-535-061	23,172.54	163.16	3.58				2.60	20,050.00			
025-571-041	23,779.29	455.62	10.02				7.28	20,050.00			
025-440-691	23,908.15	5,024.85	110.54				80.39	20,050.00	10.00		
025-543-071	23,513.65	683.37	15.03				10.92	20,050.00			
Total all parcels	\$243,898.28	\$30,297.12	\$482.84	\$333.92	\$484.66	\$180,457.00	\$53.20				

FISCAL IMPACT ON AGENCIES	
GENERAL FUND PRIOR YEAR	243,898.28
GENERAL FUND 08-09	3,930.95
PPW SPECIAL ASSESSMENT	180,457.00
ACO	475.23
CO LIBRARY	646.56
CO RD 2	756.71
COTTONWOOD CEMETERY	121.19
WILLOW OAK FIRE	1,553.52
WILLOW OAK FIRE SPECIAL ASSESSMENT	53.20
SYMVC	334.16
YOLO CO RES CONSERV	11.42
YCFCD	267.34
ERAF	8,282.94
YOLO CO OFFICE OF ED	1,200.33
ESPARTO SCHOOL	6,603.99
ESPARTO USD BOND	482.84
WOODLAND SCHOOL	3,518.57
WOODLAND JUSD BOND	333.92
YUBA CCD	2,622.45
YUBA CCD BOND	484.66
TOTAL	\$456,035.25

60



County of Yolo

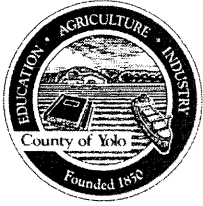
PLANNING AND PUBLIC WORKS DEPARTMENT

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APNs below are parcels that make up Wild Wings Gold Course. Parcels are owned by Wild Wings LLC.

025-440-621
025-440-661
025-440-691
025-440-761
025-440-771
025-530-061
025-543-071
025-561-011
025-571-041



County of Yolo

www.yolocounty.org

HOWARD H. NEWENS, CIA, CPA

AUDITOR-CONTROLLER and
TREASURER-TAX COLLECTOR

AUDITOR-CONTROLLER

PO BOX 1268
WOODLAND, CA 95776
PHONE: (530) 666-8190
FAX: (530) 666-8215

TREASURER-TAX COLLECTOR

PO BOX 1995
WOODLAND, CA 95776
PHONE: (530) 666-8625
FAX: (530) 666-8708

INSTALLMENT PAYMENT PLAN FOR DELINQUENT TAXES (5 PAY PLAN)

INSTALLMENT PRIVILEGE: Delinquent taxes for previous years may be paid by paying 20% down and 20% each year, plus interest, for the next four years, unless the property has already become subject to power to sell by the tax collector. There is a \$25 set-up fee to start the plan.

While an installment plan is in good standing, the property may not be made subject to power to sell, or sold at public auction.

TO START AN INSTALLMENT PLAN: Make an initial payment of 20% or more of the total amount needed to redeem your property in full plus the \$25 set-up fee. If the initial payment is made between February 1st and June 30th, you must pay the current year taxes in full; current year taxes cannot be paid by installments.

TO KEEP THE INSTALLMENT PLAN IN GOOD STANDING: Not later than April 10th of each fiscal year, you must (1) pay the current year taxes in full and (2) make the prescribed installment plan payment. The prescribed payment is 20% of the original delinquency, plus interest each month on the unpaid balance.

The plan will default if either the current taxes or the prescribed installment is not paid by April 10th of each fiscal year.

DANGERS OF DEFAULT: After default, an installment plan may not be started again until after July 1st. If five years have passed since the first delinquency, the property will become subject to the tax collector's power to sell and the tax can no longer be paid by installments. Then, to avoid the property being sold at public auction, ALL UNPAID TAXES WOULD HAVE TO BE PAID IN FULL.

FOR FURTHER INFORMATION: Telephone (530) 666-8625

Write to: Yolo County Tax Collector
P. O. Box 1995
Woodland CA 95776

CALIFORNIA CODES
REVENUE AND TAXATION CODE
SECTION 4216-4226

4216. As used in this article:

(a) "Redemption amount" means the total amount which would be necessary to redeem tax-defaulted property at the time an election is made to **pay** delinquent taxes in installments under this article.

(b) "Balance of the redemption amount" is the amount equal to the difference between the redemption amount and the total of the portions previously paid which portions were paid as a part of the redemption amount.

4217. (a) Any person may elect to **pay** delinquent taxes in installments under this article at any time prior to 5 p.m. on the last business day prior to the date when the tax collector obtains the power to sell the property, except that if payment of delinquent taxes in installments is started under this article and the amount required to be paid in any fiscal year is not paid as required by this article, payments on property that, but for the installment redemption plan, would have been subject to a power of sale pursuant to Section 3691 during the calendar year in which default on the redemption plan occurs may not again be started under this article. All other payments may be started on or after July 1 of the fiscal year commencing after the fiscal year in which default occurred.

(b) (1) A person electing to **pay** delinquent taxes in installments may be subject to a fee for processing the person's request.

(2) The fee for payment of delinquent taxes in installments to the tax collector may be established by ordinance by the board of supervisors. The fee shall be governed by the provisions of Chapter 12.5 (commencing with Section 54985) of Part 1 of Division 2 of Title 5 of the Government Code and may be collected on the tax bill.

10/16/2008

4218. (a) During the time payments are made under this article:

(1) The property subject to the installment plan shall not become subject to a power of sale pursuant to Section 3691.

(2) The right of redemption shall not be terminated.

(b) Subdivision (a) does not prohibit or delay foreclosure pursuant to Section 8830 of the Streets and Highways Code.

(c) Subdivision (a) does not prohibit or delay foreclosure pursuant to Section 53356.1 of the Government Code.

4219. Election to **pay** delinquent taxes in installments is made by payment, in the same manner as a redemption, of 20 percent, or more, of the redemption amount. All current taxes, with penalties thereon, due or coming due in the fiscal year in which this first payment is made shall be paid before the delinquency date of the last installment of current taxes, except that if the election to **pay** delinquent taxes in installments is made on or after the delinquency date of the last installment of current taxes in any fiscal year, the current taxes, with penalties and costs thereon, shall be paid with or prior to the installment payment.

4220. In each succeeding fiscal year the redemptioner shall **pay** all current taxes and penalties coming due in that fiscal year before the delinquency date of the last installment of current taxes.

Supplemental assessment tax installments that became delinquent after April 10 shall not default the installment plan of redemption, if paid on or before June 30.

4221. In each succeeding fiscal year the redemptioner shall **pay**, before the delinquency date of the last installment of current taxes, the sum of the following:

(a) That amount which is computed to be not less than the difference between the amounts previously paid under the provisions of this article, excepting amounts paid as interest, and

(1) 40 percent of the redemption amount when the payment is made during or prior to the first fiscal year following the year in which election was made to **pay** delinquent taxes in installments.

(2) 60 percent of the redemption amount when the payment is made during or prior to the second fiscal year following the year in which election was made to **pay** delinquent taxes in installments.

(3) 80 percent of the redemption amount when the payment is made during or prior to the third fiscal year following the year in which election was made to **pay** delinquent taxes in installments.

(4) 100 percent of the redemption amount when the payment is made during or prior to the fourth fiscal year following the year in which election was made to **pay** delinquent taxes in installments.

(b) On parcels tax defaulted prior to June 15, 1974, interest shall be computed at the rate of 1/2 percent per month accruing on the first day of each month following the preceding payment, on the balance of the redemption amount.

(c) On parcels tax defaulted on and after June 15, 1974, interest shall be computed at the rate of 1 percent per month accruing on the

first day of each month following the preceding payment, on the balance of the redemption amount.

(d) On parcels tax defaulted on and after June 15, 1982, interest shall be computed at the rate of 11/2 percent per month accruing on the first day of each month following the preceding payment, on the balance of the redemption amount.

Payments made under this section shall be computed and paid in the same manner as a redemption, and the receipts for those payments shall show that the payments are for the use of the real estate under this plan for payment of delinquent taxes in installments.

4222. If all payments are not made on or before the dates prescribed, the property may become subject to a power of sale pursuant to Section 3691 in the same manner as if no election to **pay** delinquent taxes in installments had been made. In the event that the default occurs at the time the second or subsequent installment is due and the assessee or agent of the assessee can, by substantial evidence, convince the tax collector that the payment was not made through any fault of the assessee, the tax collector may reinstate the account upon receipt of a payment in an amount reflecting the installment due plus interest under Section 4221 to the date of reinstatement, provided the payment is physically received by the tax collector prior to the time the property becomes subject to the tax collector's power to sell or prior to June 30 of the current fiscal year, whichever occurs earlier.

4222.5. (a) Notwithstanding any other provision of this article, the tax collector of any county that is designated by the Governor to be in a state of emergency or disaster due to a major misfortune or calamity and is therefore an eligible county for tax relief, as defined in Chapter 5 (commencing with Section 194) of Part 2, may defer for a period of one year payments under an installment plan if all of the following conditions are met:

(1) The installment plan was already in existence at the time deferral is requested by the assessee or the agent of the assessee.

(2) The assessee or the agent of the assessee can establish to the satisfaction of the tax collector that the assessee incurred substantial disaster damage as defined in Section 194 in connection with his or her property as a result of the disaster.

(3) The assessee or the agent of the assessee files an application for deferral with the tax collector on or before September 1 of the following fiscal year.

(4) The assessee is not receiving any other relief relating to the disaster.

(b) This section does not preclude the assessment of interest in connection with the deferral of any installment payment. Any interest so assessed shall be due and payable together with the deferred installment payment.

(c) For purposes of this section, "substantial business losses" means net business losses incurred by the assessee after accounting for the assessee's receipt of any federal disaster aid, state disaster aid, related insurance loss claim payments, or property tax relief under Chapter 5 (commencing with Section 194) of Part 2.

4223. Payments under this article are not a redemption or partial redemption.

4225. The redemption certificate for a redemption under this article shall show:

- (a) The amounts used to arrive at the redemption amount at the time of an election to **pay** delinquent taxes in installments;
- (b) The portions of the redemption amount and interest previously paid, including all credits allowed;
- (c) The portion of the redemption amount and interest required to make the redemption.

4226. Except as provided in this article, the redemption shall be made in the usual manner.