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12 COUNTY OF YOLO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY YOLO

15 BONNIE WOLSTONCROFT, an individual;
16 WILLIAM C. UNKEL, an individual; and
MICHAEL WILKES, an individual,

17 Petitioners and Plaintiffs,

18 v.

19 COUNTY OF YOLO, a general law county;
20 ALL PERSONS INTERESTED IN THE
21 MATTER OF THE VALIDITY OF THE
MARCH 20, 2018 RESOLUTION OF THE
22 BOARD OF SUPERVISORS OF THE
23 COUNTY OF YOLO APPROVING AN
INCREASE IN THE FEE FOR WATER
24 SERVICES IN THE NORTH DAVIS
MEADOWS COUNTY SERVICE AREA
(CSA) IN SUPPORT OF THE WATER
25 CONSOLIDATION PROJECT
[RESOLUTION NO. 18-28] AND
26 RELATED MATERS; and DOES 1 through
10,

27 Respondents and Defendants.
28

**Exempt from Filing Fees
Government Code § 6103**

CASE NO. PT-18-1854
Unlimited Jurisdiction

(Case assigned to Hon. Judge)

**DEFENDANT COUNTY OF YOLO'S
ANSWER TO PETITION FOR WRIT OF
MANDATE AND COMPLAINT FOR
REVERSE VALIDATION AND
DECLARATORY RELIEF**

Complaint Filed: October 4, 2018

1 Defendant County of Yolo (“Respondent” or “County”), by and through its Board of
2 Supervisors, hereby answers the Verified Petition for Writ of Mandate and Complaint for Reverse
3 Validation (C.C.P. § 863) and Declaratory Relief (“Petition”) of Petitioners and Plaintiffs Bonnie
4 Wolstoncroft, William C. Unkel, and Michael Wilkes (collectively, “Petitioners”):
5

6 **INTRODUCTION**

7 1. The County admits this case involves Resolution No. 18-28, which authorized an
8 increase in the fee for water services in the North Davis Meadows County Service Area. The County
9 further admits Petitioners challenge the validity of Resolution No. 18-28. The remaining allegations
10 in Paragraph 1 consist of legal theory, conclusions, and argument requiring no response; however, to
11 the extent these allegations contain any factual allegations, the County generally and specifically
12 denies each and every allegation contained therein.

13 2. Answering Paragraph 2, the County authorized an increase in the fee for water
14 services in the North Davis Meadows County Service Area. The County further admits that the
15 directions and findings of the Board of Supervisors are contained in Resolution No. 18-28, which
16 speaks for itself. Except as expressly admitted herein, the County generally and specifically denies
17 all remaining allegations of Paragraph 2.

18 3. The allegations of Paragraph 3 consist of legal theory, conclusions, and argument
19 requiring no response; however, to the extent these allegations contain any factual allegations, the
20 County generally and specifically denies each and every allegation contained therein.

21 4. The allegations of Paragraph 4 consist of legal theory, conclusions, and argument
22 requiring no response; however, to the extent these allegations contain any factual allegations, the
23 County generally and specifically denies each and every allegation contained therein.

24 5. The allegations of Paragraph 5 consist of legal theory, conclusions, and argument
25 requiring no response; however, to the extent these allegations contain any factual allegations, the
26 County generally and specifically denies each and every allegation contained therein.
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PARTIES

6. The County lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 6 and on that basis denies same.

7. The County admits the allegations of Paragraph 7.

8. The County lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 8 and on that basis denies same.

9. The County lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 9 and on that basis denies same.

10. Answering Paragraph 10, the County admits that the North Davis Meadows County Service Area (“NDM”) was established on May 12, 1987. The County further admits that NDM is a residential community in unincorporated Yolo County. The County further admits there are 94 single-family residences, a vacant lot and common use areas within NDM. Except as expressly admitted herein, the County generally and specifically denies all remaining allegations of Paragraph 10.

GENERAL ALLEGATIONS

11. Answering Paragraph 11, the County admits that NDM provides services related to water, landscaping, street lighting, storm drainage and sewer. The County further admits that it charges fees for these services annually. The County further admits these fees are added to the property tax bill. Except as expressly admitted herein, the County generally and specifically denies all remaining allegations of Paragraph 11.

12. Answering Paragraph 12, the County admits that NDM’s water distribution system is tested in accordance with all applicable laws and regulations. The County further admits that NDM’s water distribution system includes two groundwater wells. The County further admits that NDM was issued Compliance Order No. 12-09 by the Yolo County Environmental Health Division (“EHD”) after NDM’s water distribution system had reported nitrate levels were reported over the maximum allowable contaminant levels. The County further admits that NDM was issued Compliance Order No. CC0001261 after NDM’s nitrate, iron, and aluminum levels were reported over maximum

1 allowable contaminant levels. Except as expressly admitted herein, the County generally and
2 specifically denies all remaining allegations of Paragraph 12.

3 13. Answering Paragraph 13, the County admits that it evaluated multiple alternatives to
4 address the Compliance Orders including drilling additional wells and connecting to the City of
5 Davis’s water system. Except as expressly admitted herein, the County generally and specifically
6 denies all remaining allegations of Paragraph 13.

7 14. Answering Paragraph 14, the County admits that in 2015, there was strong support
8 for a dual-use consolidation with the City of Davis. The County further admits that the dual-use
9 system would use water from the City of Davis for indoor purposes and NDM’s existing wells for
10 irrigation and fire suppression. The County further admits that on March 20, 2018, the Board of
11 Supervisors held a public meeting. The County further admits that information regarding the
12 expenses incurred regarding the development of the dual connection system is contained within the
13 March 20, 2018 meeting agenda, which speaks for itself. The remaining allegations of Paragraph 14
14 consist of legal theory, conclusions, and argument requiring no response; however, to the extent
15 these allegations contain any factual allegations, the County generally and specifically denies each
16 and every allegation contained therein.

17 15. Answering Paragraph 15, the County admits that on March 20, 2018, the Board of
18 Supervisors held a public meeting. The County further admits that information regarding the Davis
19 Fire Chief’s recommendation and the cost to implement the Fire Chief’s recommendation is
20 contained within the March 20, 2018 meeting agenda, which speaks for itself. The remaining
21 allegations of Paragraph 15 consist of legal theory, conclusions, and argument requiring no response;
22 however, to the extent these allegations contain any factual allegations, the County generally and
23 specifically denies each and every allegation contained therein.

24 16. The County lacks sufficient knowledge or information to form a belief as to the truth
25 of the allegations in Paragraph 16 and on that basis denies the same.

26 17. Answering Paragraph 17, the County admits that it is eligible for a 30-year low
27 interest loan from the State Water Resources Control Board. The County further admits that the cost
28 of the loan was calculated to be \$4,157 per household per year. The County lacks sufficient

1 knowledge or information to form a belief as to the truth of the remaining allegations contained in
2 Paragraph 17 and on that basis denies the same.

3 18. The allegations of Paragraph 18 consist of legal theory, conclusions, and argument
4 requiring no response; however, to the extent these allegations contain any factual allegations, the
5 County generally and specifically denies each and every allegation contained therein.

6 19. Answering Paragraph 19, the County admits it retained an engineering firm as a
7 consultant on the water consolidation project. The County further admits that on January 25, 2018
8 the engineering firm submitted its “North Davis Meadows CSA Engineer’s Report,” (“Engineer’s
9 Report”) which speaks for itself. The remaining allegations of Paragraph 19 consist of legal theory,
10 conclusions, and argument requiring no response; however, to the extent these allegations contain
11 any factual allegations, the County generally and specifically denies each and every allegation
12 contained therein.

13 20. Answering Paragraph 20, the County admits that information relating to costs is
14 contained in the Engineer’s Report, which speaks for itself. The remaining allegations of
15 Paragraph 20 consist of legal theory, conclusions, and argument requiring no response; however, to
16 the extent these allegations contain any factual allegations, the County generally and specifically
17 denies each and every allegation contained therein.

18 21. The allegations of Paragraph 21 consist of legal theory, conclusions, and argument
19 requiring no response; however, to the extent these allegations contain any factual allegations, the
20 County generally and specifically denies each and every allegation contained therein.

21 22. Answering Paragraph 22, the County admits that on March 20, 2018 the Board of
22 Supervisors adopted Resolution No. 18-28. The County further admits that the directions and
23 findings of the Board of Supervisors are contained in Resolution No. 18-28, which speaks for itself.
24 Except as expressly admitted herein the County generally and specifically denies all remaining
25 allegations of Paragraph 22.

26 23. Answering Paragraph 23, the County admits that it timely mailed notice of the
27 proposed fee increase as required by law. The County further admits that information and
28 instructions relating to the March 20, 2018 meeting is contained in the notice, which speaks for

1 itself. Except as expressly admitted herein the County generally and specifically denies all remaining
2 allegations of Paragraph 23.

3 24. The allegations of Paragraph 24 consist of legal theory, conclusions, and argument
4 requiring no response; however, to the extent these allegations contain any factual allegations, the
5 County generally and specifically denies each and every allegation contained therein.

6 25. Answering Paragraph 25, the County admits that it timely mailed notice of the
7 proposed fee increase as required by law. The County further admits that information and
8 instructions relating to the March 20, 2018 meeting is contained in the notice, which speaks for
9 itself. Except as expressly admitted herein the County generally and specifically denies all remaining
10 allegations of Paragraph 25.

11 26. Answering Paragraph 26, the County admits that on March 20, 2018 the Board of
12 Supervisors adopted Resolution No. 18-28. The County further admits that each of the Petitioners
13 attended the meeting. The County further admits the directions and findings of the Board of
14 Supervisors are contained in Resolution No. 18-28, which speaks for itself. The County further
15 admits that 48 timely written protests were required to obtain a majority protest. The County also
16 admits 46 written protests were timely received, which is fewer than the 48 votes that were required
17 to constitute a majority protest. Except as expressly admitted herein, the County generally and
18 specifically denies all remaining allegations of Paragraph 26.

19 27. The County admits the allegations of Paragraph 27.

20 28. Answering Paragraph 28, the County admits it entered into tolling agreements with
21 the Petitioners pertaining to the claims raised in the Petition. The County further admits that it did
22 not rescind Resolution No. 18-28. The County lacks sufficient knowledge or information to form a
23 belief as to the truth of the remaining allegations in Paragraph 28 and on that basis denies the same.

24 **FIRST CAUSE OF ACTION**
25 **Reverse Validation**
26 **C.C.P. § 863**
27 **(Against All Defendants)**

28 29. The County restates and reincorporates Paragraphs 1 through 28 above as though
fully set forth herein.

1 30. The County lacks sufficient knowledge or information to form a belief as to the truth
2 of the allegations in Paragraph 30 and on that basis denies the same.

3 31. The allegations of Paragraph 31 consist of legal theory, conclusions, and argument
4 requiring no response; however, to the extent these allegations contain any factual allegations, the
5 County generally and specifically denies each and every allegation contained therein.

6 32. The allegations of Paragraph 32 consist of legal theory, conclusions, and argument
7 requiring no response; however, to the extent these allegations contain any factual allegations, the
8 County generally and specifically denies each and every allegation contained therein.

9 33. The allegations of Paragraph 33 consist of legal theory, conclusions, and argument
10 requiring no response; however, to the extent these allegations contain any factual allegations, the
11 County generally and specifically denies each and every allegation contained therein.

12 **SECOND CAUSE OF ACTION**
13 **Petition for Writ of Mandate**
14 **C.C.P. § 1085**
15 **(Against All Defendants)**

16 34. The County restates and reincorporates Paragraphs 1 through 33 above as though
17 fully set forth herein.

18 35. The allegations of Paragraph 35 consist of legal theory, conclusions, and argument
19 requiring no response; however, to the extent these allegations contain any factual allegations, the
20 County generally and specifically denies each and every allegation contained therein.

21 36. The allegations of Paragraph 36 consist of legal theory, conclusions, and argument
22 requiring no response; however, to the extent these allegations contain any factual allegations, the
23 County generally and specifically denies each and every allegation contained therein.

24 37. The allegations of Paragraph 37 consist of legal theory, conclusions, and argument
25 requiring no response; however, to the extent these allegations contain any factual allegations, the
26 County generally and specifically denies each and every allegation contained therein.

27 38. The allegations of Paragraph 38 consist of legal theory, conclusions, and argument
28 requiring no response; however, to the extent these allegations contain any factual allegations, the
County generally and specifically denies each and every allegation contained therein.

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39. The allegations of Paragraph 39 consist of legal theory, conclusions, and argument requiring no response; however, to the extent these allegations contain any factual allegations, the County generally and specifically denies each and every allegation contained therein.

THIRD CAUSE OF ACTION
Declaratory Relief
C.C.P. § 1060
(Against All Defendants)

40. The County restates and reincorporates Paragraphs 1 through 39 above as though fully set forth herein.

41. The allegations of Paragraph 41 consist of legal theory, conclusions, and argument requiring no response; however, to the extent these allegations contain any factual allegations, the County generally and specifically denies each and every allegation contained therein.

42. The allegations of Paragraph 42 consist of legal theory, conclusions, and argument requiring no response; however, to the extent these allegations contain any factual allegations, the County generally and specifically denies each and every allegation contained therein.

AFFIRMATIVE DEFENSES

Without admitting any allegations of the Petition or assuming the burden of proof as to any of the following claims, defenses, or issues, the County is informed and believes, and upon such information and belief, alleges as follows:

FIRST AFFIRMATIVE DEFENSE
(Failure to State a Cause of Action)

1. AS A SEPARATE DEFENSE neither the Petition nor any cause of action therein states facts sufficient to constitute a cause of action against the County.

SECOND AFFIRMATIVE DEFENSE
(Statute of Limitations)

2. AS A FURTHER SEPARATE DEFENSE the Petition and each cause of action therein is barred in whole or in part by applicable statutes of limitation.

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THIRD AFFIRMATIVE DEFENSE

(Standing)

3. AS A FURTHER SEPARATE DEFENSE Petitioners lack standing to pursue their purported causes of action.

FOURTH AFFIRMATIVE DEFENSE

(Mootness)

4. AS A FURTHER SEPARATE DEFENSE the Petition and each and every cause of action alleged therein is moot.

FIFTH AFFIRMATIVE DEFENSE

(Failure to Exhaust Administrative Remedies)

5. AS A FURTHER SEPARATE DEFENSE the Petition and each and every cause of action therein is barred in whole or in part because Petitioners have failed to seek, pursue, or exhaust their administrative remedies.

SIXTH AFFIRMATIVE DEFENSE

(Failure to Bring Election Contest)

6. AS A FURTHER SEPARATE DEFENSE the Petition and each cause of action in the Petition are barred because Petitioners failed to bring this action as an election contest under Elections Code section 16100 and/or section 13314, which are Petitioners exclusive remedy or remedies.

SEVENTH AFFIRMATIVE DEFENSE

(Administrative Discretion)

7. AS A FURTHER SEPARATE DEFENSE the County has no ministerial duty to adopt Petitioners' preferred method for accepting or counting a protest vote.

EIGHTH AFFIRMATIVE DEFENSE

(Failure to Comply with Government Claims Act Requirements)

8. AS A FURTHER SEPARATE DEFENSE the Petition and each and every cause of action therein is barred by Petitioners' failure to comply with the presentation requirements of the Government Claims Act.

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NINTH AFFIRMATIVE DEFENSE

(Waiver)

9. AS A FURTHER SEPARATE DEFENSE Petitioners have waived, relinquished, or abandoned any right to maintain their purported causes of action.

TENTH AFFIRMATIVE DEFENSE

(Estoppel)

10. AS A FURTHER SEPARATE DEFENSE Petitioners are estopped by action of law or by conduct from maintaining the actions filed in this case.

ELEVENTH AFFIRMATIVE DEFENSE

(Unclean Hands)

11. AS A FURTHER SEPARATE DEFENSE Petitioners have unclean hands with regard to the relief sought in the Petition and are therefore barred from obtaining such relief.

TWELFTH AFFIRMATIVE DEFENSE

(No Attorneys' Fees)

12. AS A FURTHER SEPARATE DEFENSE Petitioners are not entitled to their attorneys' fees incurred in pursuing this action.

THIRTEENTH AFFIRMATIVE DEFENSE

(Adequate Remedy at Law)

13. AS A FURTHER SEPARATE DEFENSE the Petition and each and every cause of action therein is barred in whole or in part because there exists an adequate remedy at law.

FOURTEENTH AFFIRMATIVE DEFENSE

(Justification)

14. AS A FURTHER SEPARATE DEFENSE the Petitioners' claims are barred because the County acted reasonably, justifiably, and in good faith.

FIFTEENTH AFFIRMATIVE DEFENSE

(No Equitable Relief)

15. AS A FURTHER SEPARATE DEFENSE the Petitioners are not entitled to any relief in equity because the balance of harms does not warrant equitable relief to Petitioners.

1 **SIXTEENTH AFFIRMATIVE DEFENSE**

2 **(Additional Defenses)**

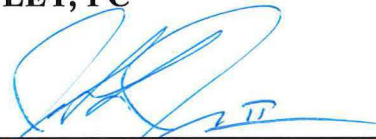
3 16. The County has insufficient knowledge and information upon which to form a belief
4 as to whether additional, unstated defenses are available. The County reserves the right to assert
5 additional defenses in the event that future information indicates such defenses would be
6 appropriate.

7 WHEREFORE, the County prays for judgment as follows:

- 8 1. That Petitioners take nothing by way of their Petition;
- 9 2. That judgment be entered in the County’s favor on the entire Petition;
- 10 3. That a judgment enter for the County declaring that the March 20, 2018 resolution
11 approving an increase in the fee for water services in the North Davis Meadows County Service Area
12 (Resolution No. 18-28) is lawful and enforceable
- 13 4. That the County be awarded its costs of suit; and
- 14 5. For such other and further relief as the Court deems just and proper.

15
16 DATED: November 19, 2018

**COLANTUONO, HIGHSMITH &
WHATLEY, PC**



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19 MICHAEL G. COLANTUONO
20 JOHN L. JONES II
21 Attorneys for Respondent/Defendant
22 COUNTY OF YOLO
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PROOF OF SERVICE
Bonnie Wolstoncroft, et al. v. County of Yolo, et al.
Case No. Case # PT-18-184
55009-0003

I, Shoeba Hassan, declare:

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 790 E. Colorado Boulevard, Suite 850, Pasadena, California 91101-2109. On November 19, 2018, I served the document(s) described **DEFENDANT COUNTY OF YOLO'S ANSWER TO PETITION FOR WRIT OF MANDATE AND COMPLAINT FOR REVERSE VALIDATION AND DECLARATORY RELIEF** on the interested parties in this action as follows:


By placing a true copy thereof enclosed in a sealed envelope addressed as follows:

SEE ATTACHED SERVICE LIST

- BY MAIL:** The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Pasadena, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after service of deposit for mailing in affidavit.
- BY E-MAIL OR ELECTRONIC TRANSMISSION:** Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the persons at the e-mail addresses listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on November 19, 2018, at Pasadena, California.



Shoeba Hassan

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SERVICE LIST
Bonnie Wolstoncroft, et al. v. County of Yolo, et al.
Case No. Case # PT-18-184
55009-0003

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