

**SACRAMENTO LOCAL AGENCY FORMATION COMMISSION**  
**1112 I Street #100**  
**Sacramento, California 95814**  
**(916) 874-6458**

March 7, 2007

TO: Sacramento Local Agency Formation Commission

FROM: Peter Brundage, Executive Officer

RE: **City of Galt Out-of-Service Area Contract  
with Galt Joint Union High School District (LAFC 14-06)**  
[Permanent Municipal Services (Water and Sanitary Sewer) from City of  
Galt] [CEQA: Exemption]

CONTACT: Don Lockhart, AICP, Assistant Executive Officer (916) 874-2937

**RECOMMENDATION**

1. Approve the CEQA designation of Categorical Exemption as adequate and complete for the project.
2. Authorize the City of Galt to engage in an out-of-service area contract for the permanent provision of municipal water and sanitary sewer services to parcel APN 148-0090-058, located outside the corporate boundary of the City of Galt, but within the City's Sphere of Influence, pursuant to Government Code Section 56133.

**PROJECT INFORMATION**

Applicant: City of Galt  
Galt Joint Union High School District

Project: Request to permit a Contract between City of Galt and Galt Joint Union High School District for provision of water and sanitary sewer service to the Estrellita Continuation High School, and the proposed Liberty Ranch High School.

Location: 12935 Marengo Rd [APN 148-0090-058]  
Galt, CA 95632

Parcel Size: 52+ acres

Zoning: AG-80

Current Land Use: Estrellita Continuation High School [Under Construction]

Registered Voters: None

### **BACKGROUND**

In December, 2006 your Commission authorized the City and the District to enter into a temporary water service contract to meet fire safety considerations during the early construction period for the Estrellita High School. At that time, your Commission was advised that the item would be brought back for the consideration of a permanent contract in early 2007.

The Galt Joint Union High School District (District) purchased the subject parcel and has begun construction of the Estrellita Continuation High School. (Note: School districts are exempt from zoning and may construct school facilities where it deems appropriate.)

The site is also proposed to be developed with a second high school for the Galt area called Liberty Ranch High School. The District is in the design stage for the second high school. The District would like to enter into one permanent contract with the City of Galt to provide water and sanitary sewer service to both schools.

The City and the District are in preliminary contract discussions regarding the terms and conditions for permanent water and sewer services. On April 18, 2006 the Galt City Council adopted a resolution authorizing the City Manager to negotiate and enter into an agreement with the Galt Joint Union High School District to provide utility services to the proposed Estrellita and Liberty Ranch High Schools. (Please see attached City Council Staff Report.)

### **DISCUSSION**

The high school parcel is immediately east of the City of Galt corporate boundary, and within the Sphere of Influence. The city has analyzed the expected demands of the ultimate water and sewer services and has capacity in its existing systems to provide service with no adverse impact to the existing service customers in the City of Galt. There are no other public water utilities in the unincorporated area to provide this service. However, services could be provided by private well and septic systems.

The City of Galt is willing and able to provide municipal water and sanitary sewer service to the school site.

The City of Galt will need to finalize an agreement for contract services with the District to ensure that the appropriate connection fees are collected, and that monthly billing will

be established by the City. No opposition regarding this proposal has been received by your staff.

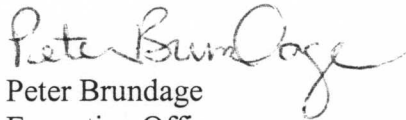
**EXECUTIVE OFFICER'S COMMENTS**

I recommend that your Commission:

1. Approve the CEQA designation of Categorical Exemption as adequate and complete for the project.
2. Authorize the City of Galt to engage in an out-of-service area contract for the permanent provision of municipal water and sanitary sewer services to parcel APN 148-0090-058, located outside the corporate boundary of the City of Galt, but within the City's Sphere of Influence, pursuant to Government Code Section 56133.

Respectfully submitted,

***SACRAMENTO LOCAL AGENCY FORMATION COMMISSION***



Peter Brundage  
Executive Officer

DL:Maf  
Attachments  
(Galt High School Permanent Service Contract)

**CITY OF GALT**

For Meeting Of: April 18, 2006

**AGENDA ITEM NO.** \_\_\_\_\_

**DATE:** APRIL 11, 2006

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** TED C. ANDERSON, CITY MANAGER

**SUBJECT: LEASE AGREEMENT FOR SEWER AND WATER SERVICE TO ESTRELLITA AND LIBERTY RANCH HIGH SCHOOLS**

**RECOMMENDATION:** That the City Council adopt two resolutions: The first authorizing the City Manager to negotiate and enter into an agreement with the Galt Joint Union High School District ("District") to provide utility services to the proposed Estrellita and Liberty Ranch High Schools; and the second authorizing staff to present a request to LAFCO to approve extension of utility services pursuant to Government Code Section 56133.

**DISCUSSION:** The District is proposing the construction of a new high school (Liberty Ranch) on property east of Marengo Road and the relocation of the existing Estrellita High School into new facilities on the same property. While the property is located within the unincorporated County, the District is requesting the City provide water and sewer services to their facilities. Improvements to the City's portion of Marengo Road are also necessary and the District is required to obtain an encroachment permit from the City to complete these improvements.

Prepared by: \_\_\_\_\_ City Manager Approval \_\_\_\_\_

**REVIEWED BY:**

Finance \_\_\_\_\_ City Attorney \_\_\_\_\_ Public Works \_\_\_\_\_ Building \_\_\_\_\_ Planning \_\_\_\_\_

**TYPE OF ITEM:**

- \_\_\_ Consent
- \_\_\_ Departmental
- \_\_\_ Public Hearing
- \_\_\_ Redevelopment Agency
- \_\_\_ Other

**COUNCIL ACTION:** Approved Denied Revised

Reso No \_\_\_\_\_ Ord No \_\_\_\_\_

Moved By:

Seconded By:

Vote:

**PREVIOUS ACTION/REFERRAL:**

Council Order No. \_\_\_\_\_

Meeting of \_\_\_\_\_

Elizabeth Aguire, City Clerk

By: \_\_\_\_\_

The District has submitted an encroachment permit application for City review with improvement plans proposing water and sewer connections as well as street improvements on Marengo Road. City staff has reviewed and returned the plans with comments and are awaiting re-submittal from the District's engineer. As the District property currently lies outside the service area (City limits), staff included comments that the City could not issue the encroachment permit until such time as the City Council authorized providing water and sewer services.

In order to accommodate the District's request, staff has prepared the attached lease agreement for Council consideration. Similar to the agreement the City has with the California Department of Corrections, the agreement provides for revocable lease of sewer collection and pumping as well as treatment capacity at the City's wastewater treatment plant, establishes the District's responsibility for fair-share costs for sewer collection system upgrades resulting from their additional flows to the system, and authorizes water and sewer service to the District upon payment of connection fees. The agreement also includes a provision for cancellation of the lease of sewer treatment capacity should the District remain outside of the City Limits and/or treatment plant capacity is limited or reduced through the permit process. Specifics regarding the proposed water and sewer services are as follows:

### **Water Service**

A water main is located within Marengo Road in front of the District's property and is accessible to the District. The existing water system of wells, water treatment plants and pipelines is capable of providing service to the District's property. The District will be providing their fair share for the City to develop additional water sources to mitigate any impact on existing and future users to the water system within the City through the payment of connection fees.

### **Sewer Collection System**

The District proposes to initially connect to the existing sewer collection system at the current terminus of the City's system within Ivywood Drive. The recently completed sewer collection capacity study by Boyle Engineering indicates that the majority of this system flows at or above design capacity (70% full) during wet weather flows. However, with the exception of one isolated flat section of main that is already currently surcharged, the additional flows from full-build-out of the District's property will not exceed the capacity of the pipes if they are allowed to flow full. As all of the pipes of concern are a minimum of 12-inches in diameter, staff does not anticipate any significant concerns in allowing these pipes to flow full during wet weather flows.

The existing Vintage Oak Lift Station that will pump the flows from the District's property is currently operating near capacity. Although it is anticipated that the interim flows from Estrellita High School can be accommodated, improvements to increase the pumping capacity will be needed prior to connection of the Liberty Ranch High School. The agreement includes a provision wherein the District, as an option if necessary, will store flows on site for pumping during off-peak hours. Additionally, the Live Oak Lift Station is scheduled for replacement within the next five years and will need to be sized to accept

the District's anticipated flows. The District's responsibility for paying their fair share for these improvements has been included in the agreement.

It is anticipated that upon future construction of alternate sewer system improvements to serve the parcels in the vicinity of the District property, User shall abandon the interim connection into the existing sewer system and shall "tie into" a permanent connection to the sewer system serving the parcels surrounding the Property. The agreement provides for the District to pay their fair share of costs for design and construction of said alternate sewer system improvements.

The District does have to obtain an easement from the Galt Elementary School District to be dedicated to the City in order to extend the existing sewer system to Marengo Road. Staff has requested that the District's engineer prepare plats and descriptions of the easements for City review for location and width prior to the District attempting to acquire the easement.

### **Wastewater Treatment Plant Capacity**

Staff has studied existing and estimated full-City-build-out flows to confirm whether the anticipated flows coming from the new schools can be accommodated and treated at the treatment plant within the current waste water treatment plant capacity. The following table summarizes the flow calculations which illustrate that the current permitted WWTP capacity of 3.0 MGD (million gallons per day) can accommodate full projected build-out of the current City limits as well as Liberty Ranch and Estrellita High Schools.

Although the flow calculations are somewhat conservative, staff suggests that no additional connections (above and beyond the high schools) for properties outside the existing City limits be approved without additional plant expansion in order to maintain a margin of safety under our current permit limits.

	<u>Equivalent Residential Dwelling Units (EDUs)</u>	<u>Flows (MGD)</u>
Existing Average WWTP Flows	6,420	2.106
Residential Units under Construction (not counted above)	100	0.033
Future Residential Build-Out ( within existing City Limits)	1,978	0.649
Anticipated Commercial/ Office/Industrial Projects (within existing City Limits)	335	0.113
Liberty Ranch High School & Estrellita High School)	<u>244</u>	<u>0.080</u>
Totals Anticipated Treatment Plant Flows (existing City Limit Build-Out)	9,077	2.981

Accommodation of full build-out of the current City limits as well as Liberty Ranch and Estrellita High Schools is contingent upon the completion of additional reclamation expansion improvements. The current goal is to have these improvements on-line for reclamation by May 1, 2008. Although Estrellita High School is anticipated to be operational next year, prior to completion of the reclamation expansion project, its flows can be accommodated following completion of the Field 18 improvements currently under construction. The anticipated timing for construction and operation of Liberty Ranch High School is after the anticipated completion of the reclamation expansion. As such, staff recommends that remaining 220 EDU earmarked for Liberty Ranch not be deducted from the current tally of permits available through the Field 18 improvements at this time.

Lastly, pursuant to Government Code Section 56133, "a city or district may provide new or extended services by contract or agreement outside its jurisdictional boundaries only if it first requests and receives written approval from the commission in the affected county. Furthermore, the commission may authorize a city or district to provide new or extended services outside its jurisdictional boundaries but within its sphere of influence in anticipation of a later change of organization." LAFCO staff has requested that the recommended resolution be included with the request for approval of the contract to extend services into the Sphere of Influence.

**FINANCIAL IMPACT:** There is no direct fiscal impact as a result the recommended action. All costs for connection improvements, including fees will be paid by the District. The District will also be responsible for fair-share participation in any required capacity increasing improvement projects. Lastly, the District will also pay monthly service fees to offset any additional City cost to provide the services.

**ATTACHMENTS:** Resolutions  
Draft Agreement

RESOLUTION NO. 2006-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALT,  
CALIFORNIA, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO  
AN AGREEMENT WITH THE GALT JOINT UNION HIGH SCHOOL DISTRICT TO  
PROVIDE UTILITY SERVICES TO THE PROPOSED  
ESTRELLITA AND LIBERTY RANCH HIGH SCHOOLS

WHEREAS, the Galt Joint Union High School District is proposing the construction of a new high school (Liberty Ranch) on property east of Marengo Road and the relocation of the existing Estrellita High School into new facilities on the same property; and

WHEREAS, the property is located within the unincorporated Sacramento County, the Galt Joint Union High School District is requesting the City provide water and sewer services to their facilities; and

WHEREAS, City Council wishes to authorize the City Manager to negotiate with the Galt Joint Union High School District to provide utility services to the proposed high schools; and

WHEREAS, City Council also authorizes the City Manager to enter into an agreement to provide utility services to the proposed Liberty Ranch and Estrellita High Schools, subject to City Attorney approval.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Galt, California, that the City Manager is authorized to negotiate and execute an agreement with the Galt Joint Union High School District to provide utility services to the proposed high schools.

The City Clerk shall certify the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED by the City Council of the City of Galt, California, this 18th day of April, 2006, upon a motion by Council Member \_\_\_\_\_ seconded by Council Member \_\_\_\_\_, by the following vote, to wit:

AYES:	Council members:
NOES:	Council members:
ABSTAIN:	Council members:
ABSENT:	Council members:

\_\_\_\_\_  
MAYOR, City of Galt

ATTEST:

\_\_\_\_\_  
CITY CLERK, City of Galt



RESOLUTION NO. 2006

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALT,  
CALIFORNIA, AUTHORIZING THE PRESENTATION OF A REQUEST FOR  
APPROVAL TO LAFCo TO PROVIDE UTILITY SERVICES TO THE  
PROPOSED ESTRELLITA AND LIBERTY RANCH HIGH SCHOOLS

WHEREAS, the Galt Joint Union High School District is proposing the construction of a new high school (Liberty Ranch) on property east of Marengo Road and the relocation of the existing Estrellita High School into new facilities on the same property; and

WHEREAS, the property is located within the unincorporated Sacramento County and the Galt Joint Union High School District is requesting the City provide water and sewer services to their facilities; and

WHEREAS, the City Council has authorized the City Manager to enter into an agreement to provide utility services to the proposed Liberty Ranch and Estrellita High Schools; and

WHEREAS, the City Council wishes to authorize City staff to present a request to LAFCo to approve extension of utility services into the unincorporated area of Sacramento County to the proposed high schools, pursuant to Government Code Section 56133.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the City Council of the City of Galt, California, authorizes City staff to present a request to LAFCo to approve extension of utility services into the unincorporated area of Sacramento County to the proposed high schools, pursuant to Government Code Section 56133.

The City Clerk shall certify the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED by the City Council of the City of Galt, California, this 18th day of April, 2006, upon a motion by Council Member \_\_\_\_\_ seconded by Council Member \_\_\_\_\_, by the following vote, to wit:

AYES:	Council members:
NOES:	Council members:
ABSTAIN:	Council members:
ABSENT:	Council members:

\_\_\_\_\_  
MAYOR, City of Galt

ATTEST:

\_\_\_\_\_  
CITY CLERK, City of Galt

## AGREEMENT TO PROVIDE UTILITIES SERVICES

This Agreement to Provide Utilities Services ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the CITY OF GALT, a municipal corporation of the State of California, hereinafter referred to as "City," and the GALT JOINT UNION HIGH SCHOOL DISTRICT, hereinafter referred to as "User".

### **RECITALS**

WHEREAS, City owns and operates certain facilities that provide sanitary sewer collection and treatment services and potable water supply and distribution services ("Utilities") normally provided only within the City limits; and

WHEREAS, City may provide Utilities to properties located outside of the City limits by agreement; and

WHEREAS, City's sanitary sewer system is subject to discharge requirements imposed by the Regional Water Quality Control Board; and

WHEREAS, User is the owner of real property located at 12935 Marengo Road, Galt, California, ("Property") in the unincorporated areas of the County of Sacramento and contiguous to City; and

WHEREAS, User desires to construct new facilities for Estrellita and Liberty Ranch High Schools ("Schools") as shown on Exhibit "A" on the Property; and

WHEREAS, User desires to have City provide Utilities for the Property; and

WHEREAS, City agrees to provide Utilities to the Property, subject to the following Agreement conditions.

### **AGREEMENT**

NOW, THEREFORE, City and User, in consideration of the mutual covenants and conditions herein contained, agree as follows:

1. INCORPORATION OF RECITALS. City and User acknowledge that the recitals are true and correct and incorporate by reference those recitals into this Agreement.

2. CONNECTIONS AUTHORIZED.

A. Definition. A sanitary sewer "connection" is the connection of a structure or project to a public sewer system. A water "connection" is the connection of a structure or project to a public water system, as defined in subdivision (f) of Section 116275 of the Health and Safety Code. "Connection fees" are fees for the physical facilities necessary to serve the water connection or sewer connection, including, but not limited to, meters, meter boxes, collection, distribution and treatment facilities and other related appurtenances, and that do not exceed the estimated reasonable cost of labor and materials for installation of those facilities. Gov. Code § 66013.

B. New Connections.

i. Unauthorized Connections Prohibited. User agrees not to increase the intensity of use of the Property and/or the on-site sanitary sewer system beyond that approved by City without the express written permission of City. User further agrees not to connect services to any additional buildings, structures or other facilities not enumerated in this Agreement (as shown on Exhibit "A") as being part of the Property, without the written permission of City.

ii. Request for Additional Connections. If User desires to add connections to the service approved pursuant to this Agreement for the Schools, User must submit a written request to City. Studies and calculations may be required to be conducted by User, at User's expense, in order to properly evaluate the request for additional connections. Approval of additional connections will be at the sole discretion of City.

iii. Permission and Fees Required. A new connection permit and Agreement amendment will be required for any additional connections. If City permits additional connections, User agrees to pay connection fees in effect at the time a permit is issued for those connections, including any supplemental connection fees as calculated by City, if City

is required to increase its level of water or wastewater treatment or reclamation capacity based on increased requirements of state or federal authorities.

iv. Connection Bans. Any connection restrictions placed on City by any federal or state agency will also apply to the User.

C. Description of and Conditions to Connections.

i. User will acquire encroachment permits from the County of Sacramento and City to cross Marengo Road from the northwest corner of the Property to the northeast edge of the property owned by the Galt Joint Union Elementary School District, and acquire and dedicate a sewer easement across the property owned by the Galt Joint Union Elementary School District to install a dedicated sewer extension ("Sewer Extension") to connect Property to the existing sewer main in Ivywood Drive and to connect to City water main in Marengo Road ("Water Service"). User shall also install a water meter and a sewer meter.

ii. The sewer easement, Sewer Extension and Water Service shall be designed and constructed in accordance with City standards and plans approved by the City Engineer. City and User shall jointly inspect all improvements.

iii. User shall also pay City encroachment permit fees for work within City limits. User shall provide a deposit to City of the connection fees prior to any excavation for water and/or sewer installation within City limits.

iv. User shall be responsible for and bear all costs of maintaining the Sewer Extension and Water Service outside City boundaries.

v. Approval of this Agreement by City is based on an estimated maximum sewerage flow generation from Property of 0.08 million gallons per day (MGD). The City reserves the right to reduce the allowable discharge volume and restrict the timing of the discharge from the Property as required to comply with discharge requirements imposed by the Regional Water Quality Control Board and to accommodate downstream sewer collection system restrictions.

vi. Upon request by City, User agrees to pay their fair share of costs for design and construction of any upgrades and/or improvements to the existing sewer collection/pumping system serving Property required to increase capacity to meet demands.

vii. Upon annexation of the Property to City and/or construction of alternate sewer system improvements to serve the parcels in the vicinity of the Property, User shall abandon Sewer Extension in accordance with City and County of Sacramento standards and shall "tie into" a permanent connection to the sewer system serving the parcels surrounding the Property. User additionally agrees to pay their fair share of costs for design and construction of said alternate sewer system improvements.

D. Connection Fees

i. Concurrent with this Agreement, User shall pay City sanitary sewer and water connection fees in effect at the time of approval of this Agreement for both Schools.

ii. Concurrent with actual connections for service for Liberty Ranch High School, User shall also pay any increase between the City sanitary sewer and water connection fees in effect at the time of actual connection and the approval of this Agreement.

iii. Connection fees for sanitary sewer shall be paid at the rate for "Single Family Residential" based on the number of equivalent dwelling units (EDU) which has been estimated to be 244 for the full Property build-out.

iv. Connection fees for potable water shall be paid at the rate based on the size of the water meter installed with the water service which will be 6".

3. SERVICES PROVIDED. City will provide potable water and receive and dispose of sanitary waste sewerage from Property as described on Exhibit A.

Services provided by City under this Agreement may be supplemented by additional written agreements entered into by the parties.

4. PAYMENT FOR SERVICE.

A. Service Fees. For and in consideration of services provided by City, User agrees to pay the service fees, including the Wastewater Treatment Plant Upgrade fee in effect for City based on the current fee and billing schedule approved by the City Council. Charges will be based on meter sizes and actual water used and sewerage generated as measured for institutional usage. User agrees, at User's expense, to install, maintain and ensure calibration of metering devices acceptable to City for both water and wastewater flows. User will be responsible for the repair and replacement of the meters as needed. Any changes in metering devices used shall be approved by City. Service fee payments will be paid in accordance with the utility billing statements.

B. Future Increases. User agrees that, in the event any additional charges are imposed on water and/or sewer users within City, such charges will be born on an equitable and ratable basis by User.

5. COMPLIANCE, INSPECTION AND MONITORING.

A. City Ordinances. User agrees to comply with and be subject to all requirements of all applicable current and future Federal and State requirements, and City ordinances, policies and procedures regarding use of City Utilities.

B. Right of Entry. User agrees to permit duly authorized employees of City bearing proper credentials and identification to enter the Property for the purposes of inspection, observation, measurement, sampling and testing to determine compliance with this Agreement and applicable City ordinances.

C. Breach. City and User agree that, in the event of a breach of this Agreement or a violation of a City Ordinance, City may obtain injunctive relief or any other relief provided by City ordinances as set forth in subparagraph 5A.

D. **User Operations.** User shall be responsible for any and all expenses associated with User's utilities operations on the Property unless otherwise enumerated in this Agreement. User shall notify City at least seventy-two (72) hours in advance of any equipment servicing or activity causing unusual utilities usage variations.

6. **TERM.** This Agreement shall commence upon its execution and will continue in full force and effect indefinitely unless terminated by either Party. City, at its sole discretion, may terminate the provision of Utilities services to the Property subject to providing notice to User thirty (30) days in advance of such termination. User agrees to physically disconnect terminated service within fifteen (15) days thereafter.

7. **INDEMNITY.** User agrees to indemnify, defend, and hold City, its elected officials, officers, employees, agents and volunteers harmless from and against any and all liability, claims, suits, actions (whether in equity or law) or damages of any and all nature whatsoever, whether for injury to persons or property, occasioned by negligence of the User or their employees or agents, or by virtue of their violation of federal, state, county or municipal ordinance, law or regulation relating to the subject matter of this Agreement. The duty to indemnify shall include the duty to defend as set forth in section 2778 of the California Civil Code. City agrees to indemnify User, against any and all liability, claims, suits, actions (whether in equity or law) or damages of any and all nature whatsoever, whether for injury to persons or property, occasioned by negligence of City or its employees or agents, or by virtue of its violation of federal, state, county or municipal ordinance, law or regulation relating to the subject matter of this Agreement.

8. **ASSIGNMENT OR TRANSFER.** User acknowledges that assignment or transfer any of its rights or duties under this Agreement, including through transfer of ownership of the Property, are subject to approval by City. User agrees to provide ninety (90) day advance written notice to City of its intent for such assignment or transfer. If transfer/assignment is approved by City, User's assignee/transferee shall agree to be bound by the provisions of this Agreement and shall agree to be limited to similar usage of the Property as that of User, both in terms of flow and sewage content.

9. AMENDMENT. This Agreement can be amended only by the mutual written consent of City and User. The terms of this Agreement will be amended if there are any changes in state or federal law or requirements by associated regulating agencies pertinent to this Agreement.

10. GOVERNING LAW. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California and City Municipal Code.

11. ATTORNEYS' FEES. If any legal action, or any arbitration or other proceeding is initiated for the enforcement of this Agreement or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, witness fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

12. NOTICE. Except as otherwise expressly provided by law, any and all notices or other communication required or permitted by this Agreement or by law to be served on or delivered or given to a party by another party to this Agreement shall be in writing, and shall be deemed duly served, given or delivered when personally delivered to the party to whom it is directed, or in lieu of such personal service, two (2) days after such written notice is deposited in the United States mail, First Class, postage prepaid, addressed to the party at the address identified for that party in this Agreement. Any party may change their address for the purpose of this Paragraph by giving written notice of such change to each other party in the manner provided in this Paragraph.

"CITY"	"USER"
Department of Public Works City of Galt 495 Industrial Drive Galt, CA 95632	Galt Joint Union High School District District Superintendent 417 C Street, Suite B Galt, CA 95632

13. EXCUSE OF DEFAULT. Should the performance of the obligations of any party under this Agreement be prevented or delayed by an act of God, war, civil insurrection, fire,



flood, storm, strikes, lockouts, or by any law, regulation, or order of any federal, state, county, municipal authority, or by any other cause beyond the control of such party, such party's performance under this Agreement shall be excused to the extent it is so prevented or delayed.

14. NO CONTINUING WAIVER. The waiver by any party of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same, or of any other provision of this Agreement.

15. COMPLIANCE WITH LAW. Each party shall comply with all applicable statutes, regulations and laws that properly apply to this Agreement and its subject matter. To the extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, regulation or law.

16. TIME OF ESSENCE. Time is of the essence of this Agreement, and of all of the terms, covenants, conditions and provisions contained in this Agreement.

In Witness Whereof, the parties hereto have signed this Agreement the day and year first above written.

CITY OF GALT

BY: \_\_\_\_\_  
Ted C. Anderson, City Manager

GALT JOINT UNION HIGH SCHOOL DISTRICT

BY: \_\_\_\_\_  
Thomas Gemma, District Superintendent

ATTEST:

BY: \_\_\_\_\_  
Elizabeth Aguire, City Clerk

BY: \_\_\_\_\_  
District Clerk or Secretary

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
City Attorney

BY: \_\_\_\_\_  
District Attorney

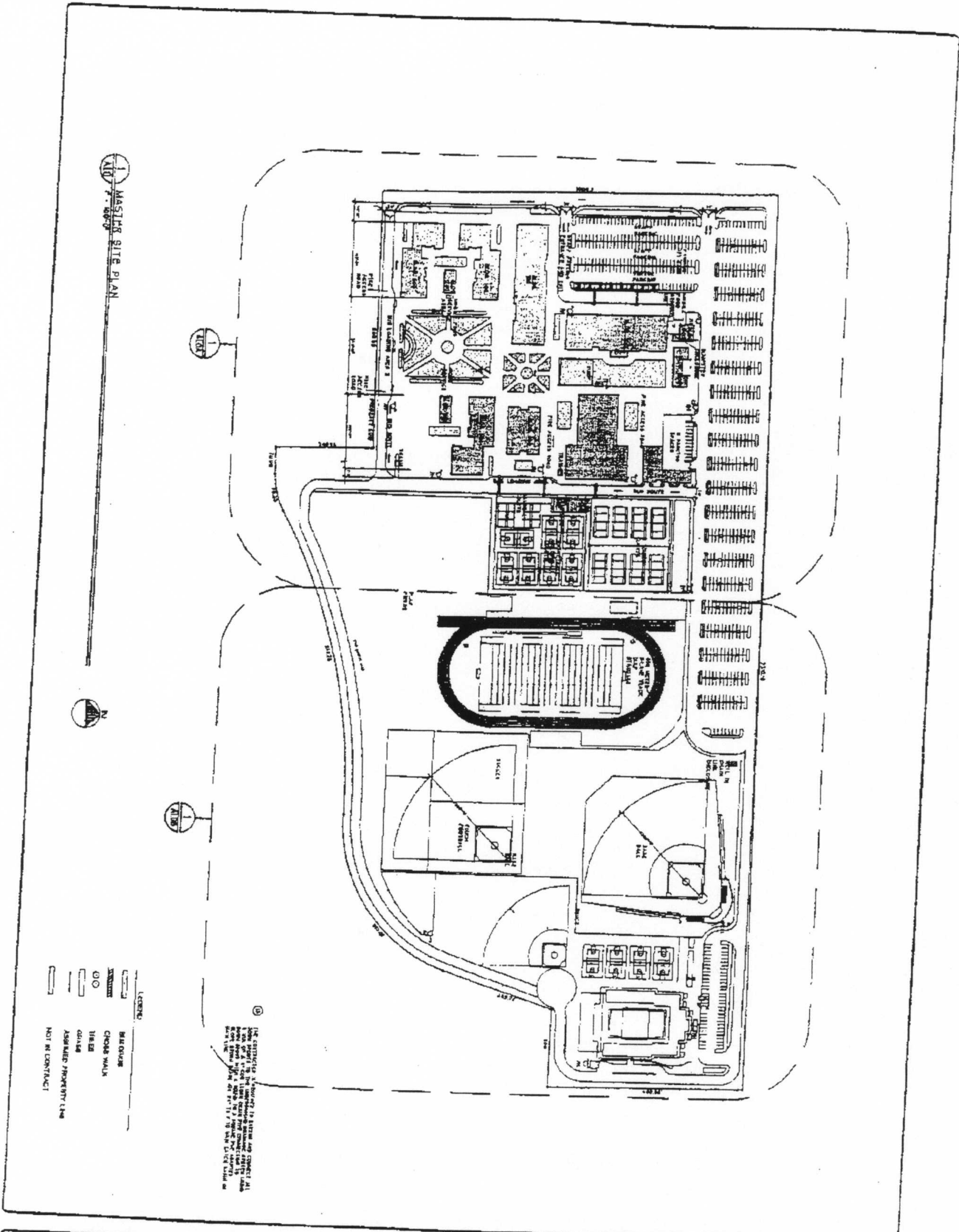
APPROVED AS TO CONTENT:

BY: \_\_\_\_\_  
Director of Public Works

**EXHIBIT A**

[INSERT MAP ILLUSTRATING SITE PLAN OF SCHOOL]

**EXHIBIT "A"**



1 MASTER SITE PLAN  
A1.0 P. 0000

- LEGEND
- ▬ MAIL ROOM
  - ▬ CHINA WALK
  - ○ THESE
  - ▬ GYMNASIUM
  - ▬ ASSIGNED PROPERTY LINE
  - ▬ NOT IN CONTACT

THE ENTIRE SITE IS SUBJECT TO ALL CITY ORDINANCES AND REGULATIONS. THE ARCHITECT ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT. THE ARCHITECT'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AS SHOWN ON THESE PLANS. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT.

A1.0

HEISER and ASSOCIATES INC.  
ARCHITECTURE AND PLANNING  
1500 CALIFORNIA STREET, SAN RAFAEL, CA 94901 (415) 456-0034



NO.	REVISION

NO.	REVISION