

CITY OF GALT

Paul Sandhu, Mayor
Rich Lozano, Vice Mayor
Curt Champion, Council Member
Paige Lampson, Council Member
Shawn Farmer, Council Member

Tina Hubert, City Clerk
Shaun Farrell, City Treasurer

Kimberly Hood, Interim City Attorney



Thomas J. Haglund, Interim City Manager

Chris Erias, Community Development Director
Claire Tyson, Finance Director
Stephanie Van Steyn, Human Resources Director
Armando Solis, Parks & Recreation Director
Tod Sockman, Police Chief
Michael Selling, Public Works Director

AGENDA

SPECIAL CITY COUNCIL MEETING – CLOSED SESSION

COUNCIL CHAMBERS, 380 CIVIC DRIVE, GALT, CALIFORNIA
TUESDAY, SEPTEMBER 29, 2020, 3:30 PM

NOTE: If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the City Clerk's office, 209.366.7130, 380 Civic Drive, at least two days prior to the meeting.

CORONAVIRUS DISEASE (COVID-19) ADVISORY

To protect our constituents, City officials and City staff, the City requests all members of the public to follow the California Department of Health Services' guidance and the County of Sacramento Public Health Officer Order for the Control of COVID-19 restricting group events and gatherings and maintaining social distancing. Additional information regarding COVID-19 is available on the City's website at www.ci.galt.ca.us.

Consistent with Executive Order N-29-20, the meeting may be held via teleconference/electronic means. In-person participation by the public will not be permitted and no physical location from which the public may observe the meeting will be available. Remote public participation is available in the following way:

- 1) Email public comments concerning this special closed session meeting to pubcom@cityofgalt.org. The City Clerk will read the comments out loud during public comment, subject to the customary 5-minute time limitation. If you have issues submitting a public comment via email, please contact the City Clerk's Office at 209.366.7130.
 - 2) Join the electronic meeting at <https://us02web.zoom.us/j/87672172436> (Webinar ID: 87672172436). Members of the public participating electronically via this link and wishing to speak concerning this special closed session meeting may do so during public comment.
 - 3) Call (669) 900-9128 and enter Webinar ID: 876 7217 2436# to listen to the meeting.
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**GALT CITY COUNCIL AGENDA
SPECIAL MEETING OF SEPTEMBER 29, 2020
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A. CALL MEETING TO ORDER:

Roll Call: Lozano, Farmer, Campion, Lampson, Sandhu

B. PUBLIC COMMENT PERTAINING TO CLOSED SESSION

C. ADJOURN TO CLOSED SESSION:

1. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
pursuant to and under the authority of Government Code Section 54956.9(d)(2)
Significant exposure to litigation (Two potential cases) (See attached letter from Parker &
Covert with attachments)

D. RECONVENE TO OPEN SESSION

ADJOURNMENT

TINA HUBERT, ASSISTANT CITY CLERK: Agenda Report. The agenda for this Galt City Council Meeting was posted in the following listed sites before 3:30 pm on the Monday preceding the meeting:

1. City Hall Lobby, 380 Civic Drive;
2. U.S. Post Office, 600 N. Lincoln Way; and
3. Marian O. Lawrence Library, 1000 Caroline Avenue.



P. Addison Covert
acovert@parkercovert.com

Sacramento

September 16, 2020

TUSTIN
17862 East Seventeenth Street
Suite 204 • East Building
Tustin, CA 92780-2164

(714) 573-0900 Tel
(714) 573-0998 Fax

SACRAMENTO
2520 Venture Oaks Way
Suite 190
Sacramento, CA 95833-4228

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(916) 333-1115 Fax

www.parkercovert.com

*A Professional Corporation

Ref Our File No.:
GAJUSD 45.17

VIA E-MAIL ONLY

Kimberly Hood, Interim City Attorney
City of Galt
380 Civic Drive
Galt, CA. 95632

Re: Galt Joint Union Elementary School District Mitigation Agreement –
Simmerhorn Ranch and Summerfield Projects

Dear Ms. Hood,

On June 29, 2020, the Galt Joint Union Elementary School District (the “District”) filed a written comment in response to the Mitigated Negative Declaration published by the City for the East Galt Infill Annexation/Simmerhorn Ranch Project and the Summerfield at Twin Cities Road Project (the “Projects”). Since that time the District has been working closely with Elliott Homes, Inc. and Sheldon Business Park (the “Developers”) to reach an agreement to address the District’s concerns related to the Projects. The District is very pleased with the progress that has been made and is enthusiastic about continuing work to reach an agreement.

In order to continue making progress in a timely and effective manner, the District is suggesting that the City, through the City Council, and the Developers review and agree to the attached tolling agreements. To ensure this is possible at the City level, we request that the agreement for both Projects be brought before the City Council for consideration and approval at the October 6, 2020 meeting. This agreement extends the timeline for an action to be filed under the California Environmental Quality Act and affords the District and Developers additional time to reach an agreement as outlined in the tentative map conditions (Condition A-16 and Condition A-17).

As mentioned, the District is optimistic that an agreement will be reached that is in the best interest of all parties. Please let our office know if you have any questions about the agreement process or would like to discuss further.

Very truly yours,

A handwritten signature in blue ink that reads 'Addison Covert'.

P. Addison Covert

cc: Craig Hoffman

TOLLING AGREEMENT

This Tolling Agreement (“Agreement”) is entered into by and between Galt Joint Union Elementary School District, a California public school district (“GJUESD”), the City of Galt (“City”), and Sheldon Business Park LTD (“Sheldon”) to facilitate settlement negotiations concerning the City’s approval of the Summerfield at Twin Cities Road Project (the “Project”). GJUESD, the City and Sheldon are hereinafter individually referred to as a “Party” and collectively referred to as the “Parties”. The Parties agree as follows:

1. On or about September 15, 2020 the City Council approved the Project, in part and without limitation through approval or adoption of the following items: a resolution approving the Initial Study/Mitigated Negative Declaration, and the Mitigation Monitoring and Reporting Program for the Summerfield at Twin Cities Road Project; a resolution approving the annexation of 58 acres; a resolution approving the amendment to the City’s General Plan; Introduce an ordinance approving the proposed pre-zoning of the 58-acre Summerfield at Twin Cities Road Project to R1C-PD, OS, and PQP and 7); a resolution approving the Large Lot Vesting Tentative Map and the Small Lot Tentative Subdivision Map for the Summerfield at Twin Cities Road Project (the “Project Approval”).
2. The Project Approval included Tentative Map Condition A-17 (“Condition A-17”) which specifies that “Prior to building permit issuance the developer shall work with the Galt Joint Union Elementary School District (GJUESD) to mitigate impact of the development on the GJUESD.”
3. GJUESD is considering whether to commence legal proceedings in the California Superior Court for the County of Sacramento to challenge the Project Approval under, in part and without limitation, the California Environmental Quality Act (California Public Resource Code section 21000 *et seq*) (“CEQA”) and California Code of Civil Procedure Section 1085 and 1094.5 (the “Anticipated Legal Proceeding”).
4. It is desirable to allow for a reasonable amount of time for the Parties to complete mitigation negotiations based on Condition A-17 to determine if the Anticipated Legal Proceedings can be avoided in order to minimize delays to the Project and conserve the Parties resources. To ensure sufficient time for the Parties to engage in these mitigation negotiations, it is agreed that all claims and defenses of any kind or nature related to the Project and the Project Approval which could be asserted in the Anticipated Legal Proceeding shall continue to be tolled until **November 12, 2020** subject to the right of any Party to cancel the Agreement upon thirty (30) calendar days written notice served in the counsel for the other Party.
5. This Agreement is intended to toll and shall toll for the Parties all contractual, statutory, and common law limitations on actions, causes of actions, choice actions, claims, and defenses of whatever kind or nature as against any person or entity arising from the Project or the Project Approval, including in part and without limitation, CEQA and California Code of Civil Procedure Section 1085 and 1094.5.

6. This Agreement is the product of negotiation between the signatories and/or their representatives and shall not be construed as having been drafted by either party in the event of any dispute arising from or related to this Agreement.
7. Each person executing this Agreement on behalf of an entity represents, warrants, and covenants that she or he is duly authorized to execute this Agreement on behalf of that entity and has the authority to bind that entity to the terms of this Agreement.
8. This Agreement may be executed in several counterparts, in one or more separate documents, all of which together shall constitute one and the same instrument, with the same force and effect as though all the signatories had executed the same document at the same time and may also be executed by facsimile or e-mail.

Dated: October ___, 2020

City of Galt

By:
Its:

Dated: October ___, 2020

Sheldon Business Park LTD

By:
Its:

Dated: October ___, 2020

Galt Joint Union Elementary School District

By: Karen Schauer
Its: Superintendent

TOLLING AGREEMENT

This Tolling Agreement (“Agreement”) is entered into by and between Galt Joint Union Elementary School District, a California public school district (“GJUESD”), the City of Galt (“City”), and Elliott Homes Inc. (“Elliott”) to facilitate settlement negotiations concerning the City’s approval of the East Galt Infill Annexation/Simmerhorn Ranch Project (the “Project”). GJUESD, the City and Elliott are hereinafter individually referred to as a “Party” and collectively referred to as the “Parties”. The Parties agree as follows:

1. On or about September 1, 2020 the City Council approved the Project, in part and without limitation through approval or adoption of the following items: a resolution approving the Initial Study/Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the East Galt Infill Annexation/Simmerhorn Ranch Project, a resolution approving the annexation of 338 acres, a resolution approving the amendments to the City’s Circulation Element and Land Use Map of the General Plan, a resolution approving the Large Lot Vesting Tentative Map and the Small Lot Tentative Subdivision Map for the Simmerhorn Ranch Site, as well as the introduction of ordinance approving the proposed pre-zoning of the 338-acres East Galt Infill Annexation Area to R1C, R2, R3-PD, PQ and OS (the “Project Approval”).
2. The Project Approval included Tentative Map Condition A-16 (“Condition A-16”) which specifies that “Prior to building permit issuance the developer shall work with the Galt Joint Union Elementary School District (GJUESD) to mitigate impact of the development on the GJUESD.”
3. GJUESD is considering whether to commence legal proceedings in the California Superior Court for the County of Sacramento to challenge the Project Approval under, in part and without limitation, the California Environmental Quality Act (California Public Resource Code section 21000 *et seq*) (“CEQA”) and California Code of Civil Procedure Section 1085 and 1094.5 (the “Anticipated Legal Proceeding”).
4. It is desirable to allow for a reasonable amount of time for the Parties to complete mitigation negotiations based on Condition A-16 to determine if the Anticipated Legal Proceedings can be avoided in order to minimize delays to the Project and conserve the Parties resources. To ensure sufficient time for the Parties to engage in these mitigation negotiations, it is agreed that all claims and defenses of any kind or nature related to the Project and the Project Approval which could be asserted in the Anticipated Legal Proceeding shall continue to be tolled until **November 12, 2020** subject to the right of any Party to cancel the Agreement upon thirty (30) calendar days written notice served in the counsel for the other Party.
5. This Agreement is intended to toll and shall toll for the Parties all contractual, statutory, and common law limitations on actions, causes of actions, choice actions, claims, and defenses of whatever kind or nature as against any person or entity arising from the Project or the Project Approval, including in part and without limitation, CEQA and California Code of Civil Procedure Section 1085 and 1094.5.

6. This Agreement is the product of negotiation between the signatories and/or their representatives and shall not be construed as having been drafted by either party in the event of any dispute arising from or related to this Agreement.
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8. This Agreement may be executed in several counterparts, in one or more separate documents, all of which together shall constitute one and the same instrument, with the same force and effect as though all the signatories had executed the same document at the same time and may also be executed by facsimile or e-mail.

Dated: October ___, 2020

City of Galt

By:
Its:

Dated: October ___, 2020

Elliott Homes, Inc.

By:
Its:

Dated: October ___, 2020

Galt Joint Union Elementary School District

By: Karen Schauer
Its: Superintendent