

A G E N D A

REGULAR MEETING OF THE SUISUN CITY COUNCIL, REDEVELOPMENT AGENCY AND HOUSING AUTHORITY

TUESDAY, APRIL 19, 2011

7:00 P.M.

SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA

(Next Ord. No. - 717)

(Next City Council Res. No. 2011 – 40)

(Next Redevelopment Agency Res. No. RA2011 – 22)

(Next Housing Authority Res. No. HA2011 – 02)

ROLL CALL

Council / Board Members

Pledge of Allegiance

Invocation

PRESENTATIONS/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

1. Introduction and Swearing in of new Suisun City Police Chaplain Todd Bertani – (Dadisho).
2. Presentation of a Proclamation to Zoila Perez-Sanchez, Director of the Fairfield-Suisun Family Resource Centers, Recognizing the Month of April 2011 as Child Abuse Prevention Awareness Month and Supporting the Child Abuse Prevention Council's Blue Ribbon Campaign.

PUBLIC COMMENT

(Requests by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3 allowing 3 minutes to each speaker).

CONFLICT OF INTEREST NOTIFICATION

(Any items on this agenda that might be a conflict of interest to any Councilmembers / Boardmembers should be identified at this time.)

CONSENT CALENDAR

Consent calendar items requiring little or no discussion may be acted upon with one motion.

City Council

3. Council Adoption of Resolution No. 2011-___: Authorizing the Execution of Documents Necessary to Effectuate the Sale of Additional Property, and Construct and Operate the Kroc Project – (Garben).
4. Award of Contract for the Design and Preparation of Construction Documents for the Grizzly Island Trail Project – (Kasperson).

- a. Council Adoption of Resolution No. 2011-___: Authorizing the City Manager to Execute a Professional Services Contract Agreement on behalf of the City with Riechers Spence & Associates for the Preparation of Construction Documents for the Grizzly Island Trail Project.
- b. Council Adoption of Resolution No. 2011-___: Adopting the 19th Amendment to the Annual Appropriation Resolution No. 2010-53 to Appropriate the Funds for the Preparation of Construction Documents for the Grizzly Island Trail Project.

Joint City Council / Redevelopment Agency / Housing Authority

5. Council/Agency/Commission Approval of the Minutes of the Regular and Special Meetings of the Suisun City Council, Redevelopment Agency Board and Housing Authority Board held on March 29, 2011, and April 5, 2011 – (Hobson).

Joint City Council / Redevelopment Agency

6. Council/Agency Approval of the March 2011 Payroll Warrants inclusive in the amount of \$676,399.61; and Council Approval of the March 2011 Payable Warrants inclusive in the amount of \$92,601.12 and Agency Approval of the March 2011 Payable Warrants inclusive in the amount of \$914,518.80 – (Finance).

GENERAL BUSINESS

Joint City Council / Redevelopment Agency

7. Considering Implementation of Time Limited Parking on the City-Owned Lot Located at the Northeast Corner of Main Street and Morgan Street – (Garben).
 - a. Council Adoption of Resolution No. 2011-___: Authorizing the Implementation of Time Limited Parking in the City-Owned Lot Located at the Northeast Corner of Main Street and Morgan Street.
 - b. Agency Adoption of Resolution No. RA 2011-___: Authorizing the Implementation of Time Limited Parking in the City-Owned Lot Located at the Northeast Corner of Main Street and Morgan Street.

PUBLIC HEARINGS:

City Council

8. PUBLIC HEARING
Council Consideration, Waive Reading, and Introduction of Ordinance No. ___: Amending Section 18.66.560 of Chapter 18.66 Regarding the Expiration of Use Permits through Disuse.
– (Wooden).

REPORTS: (Informational items only.)

9. City Manager/Executive Director/Staff
10. Mayor/Council -Chair/Boardmembers

CLOSED SESSION

Pursuant to California Government Code Section 54950 the Suisun City Council will hold a Closed Session for the purpose of:

Redevelopment Agency / Housing Authority**11. CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

Property Under Negotiation: APN 0032-230-290 and APN 0032-230-370, Northwest Corner of Highway 12 and Marina Blvd.

Agency/Authority Negotiator: Suzanne Bragdon, Executive Director; Jason Garben, Economic Development Director; Ronald C. Anderson, Jr., Assistant City Manager, April Wooden, Community Development Director, Dan Kasperson, Building and Public Works Director.

Negotiating Parties: KK/Raphel Properties

Under Negotiations: Terms and payment

12. CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code Section 54956.9(b): One potential case.

Joint City Council / Redevelopment Agency**13. CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

Property Under Negotiation: APN 0032-200-320, South Waterfront

Council/Agency Negotiator: Suzanne Bragdon, City Manager/Executive Director; Jason Garben, Economic Development Director; Ronald C. Anderson, Jr., Assistant City Manager, April Wooden, Community Development Director.

Negotiating Parties: James Jensen, Ballman, Jensen & Pitcher

Under Negotiations: Terms and payment

CONVENE OPEN SESSION

Announcement of Actions Taken, if any, in Closed Session.

ADJOURNMENT

A complete packet of information containing Staff Reports and exhibits related to each item is available for public review at least 72 hours prior to a Council /Agency/authority Meeting or, in the event that it is delivered to the Council/Boardmembers less than 72 hours prior to a Council/Agency/Authority Meeting, as soon as it is so delivered. The packet is available for review in the City Manager's Office during normal business hours.

PLEASE NOTE:

1. *The City Council hopes to conclude its public business by 11:00 P.M. Ordinarily, no new items will be taken up after the 11:00 P.M. cutoff and any items remaining will be agendized for the next meeting. The agendas have been prepared with the hope that all items scheduled will be discussed within the time allowed.*
2. *Suisun City is committed to providing full access to these proceedings; individuals with special needs may call 421-7300.*
3. *City Council agendas are posted at least 72 hours in advance of regular meetings at:*

*City Hall
701 Civic Center Boulevard*

*Fire Station
621 Pintail Drive*

*Senior Center
318 Merganser Drive*

AGENDA TRANSMITTAL

MEETING DATE: April 19, 2011

CITY AGENDA ITEM: Council Adoption of Resolution No. 2011-__: Authorizing the Execution of Documents Necessary to Effectuate the Sale of Additional Property, and Construct and Operate the Kroc Center.

FISCAL IMPACT: The Salvation Army (TSA) would pay the City Three Hundred Twenty Thousand Dollars (\$320,000) to be deposited into the General Fund.

BACKGROUND: In October 2009, the City sold the former Recreation Center located along East Widgeon Way to The Salvation Army. At the time of sale, The Salvation Army planned a significant remodel of the facility to operate the property as a community center; however, since that time, The Salvation Army approached the City with a more ambitious plan to upgrade the property to a Kroc Center, which would add significant amenities along with an endowment to operate the facility. Thus, the initial \$3,000,000 renovation project turned into a \$22,000,000 complete remodel/expansion of the facility along with a \$22,000,000 endowment to help operate the facility.

The project is now fully entitled, and The Salvation Army is in the final stages of obtaining construction documents that are necessary to commence with construction of the facility.

STAFF REPORT: The resolution would authorize the execution of the following documents:

- **Supplemental Purchase and Sale Agreement** – This agreement would sell an additional 1.86 acres of property necessary to accommodate expansion of the facility. The total purchase price is Three Hundred Twenty Thousand Dollars (\$320,000). The property value was estimated at Two Hundred Fifty Thousand (\$250,000) based on an appraisal performed by Garland & Associates dated December 15, 2010. An additional Seventy Thousand Dollars (\$70,000) was added to the property value in so the City is able to replace and relocate a tot lot facility that will be demolished in order to accommodate the expansion project.
- **Amendment to the Covenants, Conditions, and Restrictions (CC&R's)** – This document would modify the original CC&R document to govern over the entirety of the new parcel (including the additional property that is proposed to be sold as part of this item) and make other minor amendments necessary to operate the property.
- **Parking and Access Easement** – This easement would provide public access and parking rights over existing and proposed parking facilities on the additional property being purchased. The easement agreement also provides the City with the necessary rights to use and maintain utility facilities (such as irrigation lines and irrigation boxes).

PREPARED BY:

Jason D. Garben, Economic Development Director

APPROVED BY:

Suzanne Bragdon, City Manager

All of the aforementioned documents are consistent with the previous actions of the Planning Commission and City Council relating to this project.

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2011-__: Authorizing the Execution of Documents Necessary to Effectuate the Sale of Additional Property, and Construct and Operate the Kroc Center.

ATTACHMENTS:

1. Resolution No. 2011-__: Authorizing the Execution of Documents Necessary to Effectuate the Sale of Additional Property, and Construct and Operate the Kroc Center.
2. Draft Supplemental Purchase and Sale Agreement
3. Draft CC&R Amendment
4. Draft Parking Easement

RESOLUTION NO. 2011-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY AUTHORIZING THE EXECUTION OF DOCUMENTS NECESSARY TO EFFECTUATE THE SALE OF ADDITIONAL PROPERTY, AND CONSTRUCT AND OPERATE THE KROC CENTER

WHEREAS, the City of Suisun City (the "City") is the owner of that certain irregular parcel of land located in the City of Suisun City, County of Solano, State of California more particularly described in the "Legal Description" attached hereto as Exhibit "A" and by this reference incorporated herein together with all improvements now or hereafter constructed thereon (the "Additional Parking Area"); and

WHEREAS, the Additional Parking Area is adjacent to a 7,000 sq. ft. gym/basketball facility which also contains an approximately 23,351 sq. ft. of office/community room facilities, and a five-lane, 7,709 sq. ft. enclosed pool, and with appropriate restroom and accompanying facilities (the "Recreational Facility" or "Facility"). The Recreational Facility is located on 586 Wigeon Way, Suisun City, California 94585 (the "Property") and is the primary recreational facility serving the community of the City of Suisun City; and

WHEREAS, the City previously entered into an operating agreement (the "Operating Agreement") and a subsequent amendment to the operating agreement with the Young Men's Christian Association of San Francisco ("YMCA") pursuant to which the YMCA agreed to lease and operate the Facility until November 28, 2017. However, on June 25, 2008, YMCA notified City that YMCA would abandon the Property effective July 18, 2008, and has done so; and

WHEREAS, on December 2, 2008, after soliciting and considering numerous Request for Proposals ("RFPs"), the City Council found The Salvation Army ("TSA") to be most qualified operator and purchaser to meet the future use requirements for the Property and authorized negotiations with TSA on the basis of the of its submitted formal response (the "Proposal"); and

WHEREAS, on November 10, 2009, the City and TSA entered into an agreement for conveyance of the Property to TSA for a Purchase Price of \$3,000,000 (the "Agreement") In addition, the City and TSA entered into a Declaration, Covenant, Condition And Restrictions Concerning Reciprocal Access, Parking And Property Maintenance ("Declaration"), whereby TSA has agreed to long-term covenants to provide the renovation, maintenance and operation of the Facility for the continued benefit of the community; and

WHEREAS, TSA's renovation of the Facility now includes an expansion of the Property and requires additional parking and land which will be accommodated by the Additional Parking Area; and

WHEREAS, the disposal of the Additional Parking Area to TSA was referred to the Planning Commission of Suisun City pursuant to Government Code Section 64502 for a determination of whether the disposal is consistent with the General Plan of City of Suisun City. The General Plan classifies the Additional Parking Area as P – Park. On February 22, 2011, the Planning Commission determined the disposal is consistent with the General Plan of the City of Suisun City under the terms of the Supplemental Agreement, as the Additional Parking Area will be used to facilitate the soon to be renovated and expanded Recreational Facility; and

WHEREAS, the City has rezoned the surrounding area encompassing the Property and the Additional Parking Area from Single Family Zone District to a Park Zone District; and

WHEREAS, the City Council has determined that under the Surplus Land Act (Government Code § 54221 *et seq.*) the Additional Parking Area need not be offered to any housing or park or recreation entity as the City intends that through certain agreements, the uses of the Additional Parking Area will not materially change from its current uses; and

WHEREAS, TSA and City intend to enter into an amendment of the Declaration (“Amendment”) so that the long term covenants provided in the Declaration apply to the Additional Parking Area; and

WHEREAS, in addition, a parking easement over portions of the Property and Additional Parking Area will be granted to the City in order to provide for the installation, operation, maintenance and use of the public parking facilities, signage, public utilities and all public purposes related thereto in the area of the Property and Additional Parking Area; and

WHEREAS, the City Council finds the proposed Purchase Price reflects the fair market value of the property (as determined by a third party appraisal) being acquired plus estimated costs to replace a tot lot. The City Council determines the sale shall be for the benefit of the community, accommodating the expansion of the facilities and allowing the facilities to be efficiently operated. This sale is not in the nature of a surplus property sale, but rather a sale to provide the necessary additional parking and land for the renovation and expansion of the Facility and Property; and

WHEREAS, the City intends to enter into a Supplemental Purchase and Sale Agreement Between the City and TSA for Conveyance, Improvements and Maintenance of Additional Parking Area for the Community Recreational Facility.

NOW, THEREFORE THE CITY OF SUISUN CITY DOES HEREBY RESOLVE, as follows:

Section 1. The City hereby finds and determines that the foregoing recitals are true and correct.

Section 2. The City has received and heard all oral and written objections to

entering into the agreements, and all such oral and written objections are hereby overruled.

Section 3. The execution of the following documents (“Agreements”) is necessary in order to proceed with the development of the Suisun City Kroc Center:

1. SUPPLEMENTAL PURCHASE AND SALE AGREEMENT BETWEEN CITY OF SUISUN CITY AND THE SALVATION ARMY FOR CONVEYANCE, IMPROVEMENTS AND MAINTENANCE OF ADDITIONAL PARKING AREA FOR THE COMMUNITY RECREATIONAL CENTER
2. AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS CONCERNING RECIPROCAL, PARKING AND PROPERTY MAINTENANCE
3. PARKING AND ACCESS EASEMENT AND COVENANT AGREEMENT

and all are in substantially the form presented to the City and are hereby approved, copies of which are on file with the City Clerk.

Section 4. The City Manager, or designee, is hereby authorized to execute the Agreements on behalf of the City, together with such non-substantive changes and amendments as may be approved by the City Manager and City Attorney.

Section 5. The City Manger, or designee, is hereby authorized, on behalf of the City, to sign all documents necessary and appropriate to carry out and implement the Agreements, and to administer the City’s obligations, responsibilities and duties to be performed under the Agreement.

Section 6. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a special meeting of the City of Suisun City Council held on Tuesday, the 19th of April 2011, by the following vote:

AYES:	COUNCILMEMBERS:	_____
NOES:	COUNCILMEMBERS:	_____
ABSTAIN:	COUNCILMEMBERS:	_____
ABSENT:	COUNCILMEMBERS:	_____

WITNESS my hand and the seal of the City of Suisun City this 19th day of April, 2011.

Linda Hobson, CMC
City Clerk

SUPPLEMENTAL PURCHASE AND SALE AGREEMENT BETWEEN CITY OF SUISUN
CITY AND THE SALVATION ARMY FOR CONVEYANCE, IMPROVEMENTS AND
MAINTENANCE OF ADDITIONAL PARKING AREA FOR THE COMMUNITY
RECREATIONAL CENTER

THIS SUPPLEMENTAL PURCHASE AND SALE AGREEMENT BETWEEN CITY OF SUISUN CITY AND THE SALVATION ARMY FOR CONVEYANCE, IMPROVEMENTS AND MAINTENANCE OF ADDITIONAL PARKING AREA FOR THE COMMUNITY RECREATIONAL CENTER (this "Supplemental Agreement") is made this ____ day of _____, 2011 by and between the CITY OF SUISUN CITY, a general law municipal corporation ("City"), and THE SALVATION ARMY, a California nonprofit corporation ("TSA").

RECITALS:

A. City is the owner of that certain irregular parcel of land located in the City of Suisun City, County of Solano, State of California more particularly described in the "Legal Description" attached hereto as Exhibit "A" and by this reference incorporated herein together with all improvements now or hereafter constructed thereon (the "Additional Parking Area").

B. The Additional Parking Area is adjacent to a 7,000 sq. ft. gym/basketball facility which also contains an approximately 23,351 sq. ft. of office/community room facilities, and a five-lane, 7,709 sq. ft. enclosed pool, and with appropriate restroom and accompanying facilities (the "Recreational Facility" or "Facility"). The Recreational Facility is located on 586 Wigeon Way, Suisun City, California 94585 (the "Property") and is the primary recreational facility serving the community of the City of Suisun City.

C. The City previously entered into an operating agreement (the "Operating Agreement") and a subsequent amendment to the operating agreement with the Young Men's Christian Association of San Francisco ("YMCA") pursuant to which the YMCA agreed to lease and operate the Facility until November 28, 2017. However, on June 25, 2008, YMCA notified City that YMCA would abandon the Property effective July 18, 2008, and has done so.

D. On December 2, 2008, after soliciting and considering numerous Request for Proposals ("RFPs"), the City Council found TSA to be most qualified operator and purchaser to meet the future use requirements for the Property and authorized negotiations with TSA on the basis of the of its submitted formal response (the "Proposal").

E. On November 10, 2009, the City and TSA entered into an agreement for conveyance of the Property to TSA for a Purchase Price of \$3,000,000 (the "Agreement") In addition, the City and TSA entered into a Declaration, Covenant, Condition And Restrictions Concerning Reciprical Access, Parking And Property Maintenance ("Declaration"), whereby TSA has agreed to long-term covenants to provide the renovation, maintenance and operation of the Facility for the continued benefit of the community.

F. TSA's renovation of the Facility includes an expansion of the Property and requires additional parking and land which will be accommodated by the Additional Parking Area.

G. The disposal of the Additional Parking Area to TSA was referred to the Planning Commission of Suisun City pursuant to Government Code Section 64502 for a determination of whether the disposal is consistent with the General Plan of City of Suisun City. The General Plan classifies the Additional Parking Area as RS – Single Family Residential. On February 22, 2011, the Planning Commission determined the disposal is consistent with the General Plan of the City of Suisun City under the terms of the Supplemental Agreement, as the Additional Parking Area will be used to facilitate the soon to be renovated and expanded Recreational Facility.

H. The City shall rezone the surrounding area encompassing the Property and the Additional Parking Area from Single Family Zone District to a Park Zone District.

I. The City Council has determined that under the Surplus Land Act (Government Code § 54221 *et seq.*) the Additional Parking Area need not be offered to any housing or park or recreation entity as the City intends that through this Supplemental Agreement the uses of the Additional Parking Area will not materially change from its current uses.

J. The parties have also entered into an amendment of the Declaration (“Amendment”) so that the long term covenants provided in the Declaration apply to the Additional Parking Area.

K. In addition, a parking easement over portions of the Property and Additional Parking Area will be granted to the City in order to provide for the installation, operation, maintenance and use of the public parking facilities, signage, public utilities and all public purposes related thereto in the area of the Property and Additional Parking Area (the “TSA Parking Easement”).

L. The City Council finds that the proposed Purchase Price has been established based on appraisal. The Purchase Price reflects the fair market value based on the Legal Description of the Additional Parking Area set forth in “Exhibit A.” The City Council determines pursuant to this Supplemental Agreement, the sale shall be for the benefit of the community, accommodating the expansion of the facilities and allowing the facilities to be efficiently operated. This sale is not in the nature of a surplus property sale, but rather a sale to provide the necessary additional parking and land for the renovation and expansion of the Facility and Property.

M. Based on the foregoing, the City desires to sell the Additional Parking Area to TSA upon the terms and conditions more particularly set forth herein which conditions shall require that certain use, operation, easements and maintenance standards be recorded against title of the Additional Parking Area to ensure continued community benefit and access to the Facility on the Property.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1.0 PURPOSE OF THE AGREEMENT

The Parties agree that the Recitals are all true and correct and are incorporated herein by reference.

City is the fee owner of the Additional Parking Area located in the City of Suisun City, County of Solano, State of California, more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein together with all improvements now or hereafter constructed thereon. As stated in the recitals, the Additional Parking Area is adjacent to the Property and Facility and will be used to accommodate the renovations and expansion of the Facility.

TSA's obligations to improve the Additional Parking Area are described in this Supplemental Agreement. Such improvements are intended to ensure that the Additional Parking Area is refurbished and rehabilitated to the satisfaction of both Parties. Also, TSA is obligated to provide for the long-term maintenance and operation of the Property, Additional Parking Area and the Facility as set forth in the Amendment to Declaration of Covenant, Conditions and Restrictions Concerning Reciprocal Parking and Property Maintenance (the "Amendment") as attached hereto and incorporated herein as Exhibit "C."

Accordingly, at this time, City desires to sell the Additional Parking Area to TSA upon the terms and conditions set forth herein, which include payment of the Purchase Price and additional conditions requiring that certain use, operation and maintenance standards as set forth in the Declaration, Amendment and the TSA Parking Easement that will be recorded on the Additional Parking Area to ensure continued community benefit and access to the facilities on the Property.

2.0 DEFINITIONS

The following terms as used in this Supplemental Agreement shall have the meanings given unless expressly provided to the contrary:

2.1 Additional Parking Area. The term "Additional Parking Area" shall mean the real property described in "Exhibit A."

2.2 Amendment. The term "Amendment" shall mean Amendment To Declaration Of Covenants, Conditions And Restrictions Concerning Reciprocal Parking and Property Maintenance (attached as Exhibit "C") running with the land and requiring The Salvation Army to provide for the following: (i) refurbishing the TSA Parking Lots and Library Parcel Parking Area and making capital improvements thereon, (ii) providing for maintenance of TSA Parking Lots and Library Parcel Parking Area, (iii) requiring the continuing maintenance and repair of the TSA Parking Lots, and (v) providing remedies for the enforcement of such obligations.

2.3 Appraised Value. The term "Appraised Value" shall mean the "fair market value" (as defined in Part 3, Title 7, Chapter 9 of the Code of Civil Procedure) of the Additional Parking Area based on the Legal Description set forth "Exhibit A."

2.4 City. The term “City” shall mean the City of Suisun City, a general law municipal corporation.

2.5 Closing. The term "Closing" shall mean the closing of the Escrow by the Escrow Agent’s distributing the funds and documents received through Escrow to the Party entitled thereto as provided herein, which closing shall occur on or before the Closing Date.

2.6 Days. The term "days" shall mean calendar days and the statement of any time period herein shall be calendar days, and not working days, unless otherwise specified.

2.7 Declaration. The term "Declaration" or "Declaration of Covenants, Conditions and Restrictions" shall mean that Declaration of Covenants, Conditions and Restrictions (attached as “Exhibit D”) running with the land and requiring The Salvation Army to provide for following: (i) operating the Facility and providing for community programs and services, (ii) refurbishing the Facilities and making capital improvements, (iii) providing for joint use and maintenance of parking areas, (iv) requiring the continuing maintenance and repair of the Property, and (v) providing remedies for the enforcement of such obligations.

2.8 Deed. The term "Deed" shall mean that Grant Deed conveying the Additional Parking Area to TSA, which Deed shall be in the form attached hereto as Exhibit E.

2.9 Effective Date. The Effective Date of this Supplemental Agreement shall occur on the date this Supplemental Agreement is executed on behalf of City after approval by the City. TSA shall submit the executed Supplemental Agreement to City on or before the date scheduled for the public meeting. If the Supplemental Agreement is approved, City shall execute the Supplemental Agreement as soon as possible after the meeting and return an executed and dated copy to TSA.

2.10 Escrow. The term “Escrow” shall mean the escrow established pursuant to this Supplemental Agreement for the conveyance of the Additional Parking Area from City to TSA.

2.11 Escrow Agent. The term “Escrow Agent” shall mean Placer Title Company located at 1300 Oliver Road, California, 94534, and empowered hereunder to act as the Escrow Agent for this transaction. The escrow officer shall be Michael Fortney

2.12 Exhibits. The term “Exhibits” shall include the following:

Exhibit A – Legal Description of the Additional Parking Area

Exhibit B – Site Map

Exhibit C – Amendment to Declaration of Covenants, Conditions and Restrictions (“Amendment”)

Exhibit D – Declaration of Covenants, Conditions and Restrictions (“Declaration”)

Exhibit E – Grant Deed

Exhibit F – Landscape Responsibility

2.13 Facility. The term “Facility” shall mean the buildings and improvements on the Property including the gym, the pool, the community rooms, the administrative offices and other appurtenant structures.

2.14 Purchase Price. The term "Purchase Price" shall mean that amount agreed upon by the Parties as the payment by TSA to City for the purchase of the Additional Parking Area, which amount shall be Three Hundred Twenty Thousand Dollars and No Cents (\$320,000.00). This amount is the Appraised Value as established by that certain appraisal dated December 15, 2010 by Ron Garland & Associates and includes Two Hundred and Fifty Thousand Dollars and No Cents (\$250,000.00) which represents the fair market value of the Additional Parking Area plus Seventy Thousand Dollars and No Cents (\$70,000) for the relocation costs that will be incurred by City for relocation of certain playground equipment.

2.15 Supplemental Agreement. The term "Supplemental Agreement" shall mean this entire Supplemental Purchase And Sale Agreement Between City Of Suisun City And The Salvation Army For Conveyance, Improvements And Maintenance Of Additional Parking Area For The Community Recreational Center, including all attachments, which attachments are a part hereof and incorporated herein in their entirety, and all other documents incorporated herein by reference.

2.16 The Salvation Army. The term “The Salvation Army” (“TSA”) shall mean the Del Oro Division of The Salvation Army, non-profit public benefit corporation.

2.17 Title. The term “title” shall mean the fee interest of the Additional Parking Area conveyed to TSA.

2.18 Title Company. The term “Title Company” shall mean Placer Title Company located at 1300 Oliver Road, Fairfield, CA 94534, empowered hereunder to act as the Title Company for this transaction. The Title Officer shall be Michael Fortney.

2.19 Transfer. The term “Transfer” shall include any hypothecation, mortgage, pledge, or encumbrance of this Additional Parking Area by TSA, sale, lease. A Transfer shall also include the transfer to any person or group of persons acting in concert of more than thirty percent (30%) of the present equity ownership and/or more than thirty percent (30%) of the voting control of TSA (jointly and severally referred to herein as the “Trigger Percentages”), taking all transfers into account on a cumulative basis, except transfers of such ownership or control interest to an affiliate owned or controlled by the present beneficial owners of TSA. A transfer of interests (on a cumulative basis) in the equity ownership and/or voting control of TSA in amounts less than Trigger Percentages shall not constitute a Transfer subject to the restrictions set forth herein. In the event TSA or its successor is a corporation or trust, such Transfer shall refer to the transfer of the issued and outstanding capital stock of TSA, or of beneficial interests of such trust; in the event that TSA or any general partner comprising TSA is a limited or general partnership or a limited liability company, such Transfer shall refer to the transfer of more than the Trigger Percentages in the limited or general partnership or limited liability company interest; in the event that TSA or any general partner is a joint venture, such Transfer shall refer to the transfer of more than the Trigger Percentages of such joint venture partner, taking all transfers into account on a cumulative basis.

2.20 TSA Parking Easement. The term “TSA Parking Easement” shall mean the parking easement granted to the City over portions of the Property and Additional Parking Area in order to provide for the installation, operation, maintenance and use of the public parking facilities, driving aisles, driveways, access ways, any planters, curbs and gutters, signage, public utilities and all public purposes related thereto in the area of the Property and Additional Parking Area.

2.21 TSA Parking Lots. The term “TSA Parking Lots” shall have the same meaning as the TSA Parking Lots described in the Amendment.

2.22 Library Parcel Parking Area. The term “Library Parcel Parking Area” shall have the same meaning as the Library Parcel Parking Area described in the Amendment

3.0 PURCHASE AND SALE OF PROPERTY

3.1 Opening of Escrow. Within three (3) business days after the execution of this Supplemental Agreement by both TSA and City, the Parties shall open an escrow ("Escrow") with Placer Title Insurance Company the ("Escrow Holder") by causing an executed copy of this Supplemental Agreement to be deposited with Escrow Holder. Escrow shall be deemed open on the date the executed Supplemental Agreement is delivered to Escrow Holder ("Opening of Escrow").

3.2 Sale of the Additional Parking Area. Subject to and on the terms and conditions herein set forth, TSA hereby agrees to purchase from City, and City agrees to sell, assign and convey to TSA the Additional Parking Area herein described together with (i) all privileges, rights, easements, appurtenances belonging to the real property; (ii) all development rights, air rights, water rights and water stock relating to the real property; (iii) all right, title, and fee interest of City in and to any streets, alleys, passages, or appurtenances included in, adjacent to or used in connection with the ; (iv) all permanent improvements which pursuant to applicable law are a part of the property (including electrical, telephone, gas and water distribution systems; building HVAC systems; security and fire detection and emergency systems; and carpet, wall coverings and window coverings); and (v) any other property not expressly reserved by City.

3.3 Purchase Price. The Purchase Price for the Additional Parking Area shall be Three Hundred Twenty Thousand and No Cents (\$320,000.00). The Purchase Price has been determined to be the fair market value based on an appraisal dated December 15, 2010 prepared by Ron Garland & Associates, and includes relocation costs that will be incurred by City for relocation of certain playground equipment.

3.4 Resealing and Restriping of the Additional Parking Area. As additional consideration the TSA agrees to reseal and restripe the Additional Parking Area and Parking Areas to comply with the use and maintenance covenants in the Declaration set forth in Exhibit “D” and Amendment set forth in Exhibit "C" attached hereto and incorporated herein by this reference.

3.5 Payment of Purchase Price. Payment shall made to the City in “good funds.” “Good funds” shall mean a wire transfer of funds, cashier’s or certified check drawn or issued by the offices of a financial institution located in the State of California, or cash.

3.6 Closing Date. Escrow shall close after satisfaction (i) of all conditions to vest Title pursuant to Article 5.0, (ii) of all the due diligence pursuant to Article 6.0, and (iii) all conditions precedent to close of escrow pursuant to Article 7.0, but not later than sixty (60) days after the opening of escrow ("Closing Date"), unless otherwise extended. The terms "Close of Escrow" and/or "Closing" are used herein to mean the time City's Grant Deed is filed for recording by the Escrow Holder in the Office of the County Recorder of Solano County, California.

3.7 Time is of Essence. TSA and City specifically understand that time is of the essence and TSA and City specifically agree to strictly comply and perform their obligations herein in the time and manner specified and waive any and all rights to claim such compliance by mere substantial compliance with the terms of this Supplemental Agreement.

3.8 Risk of Physical Loss. Risk of physical loss to the Additional Parking Area shall be borne by City prior to the Close of Escrow and by TSA thereafter. In the event that the Additional Parking Area shall be damaged by fire, flood, earthquake or other casualty TSA shall have the option to terminate this Supplemental Agreement, provided notice of such termination is delivered to City within ten (10) days following the date TSA learns of the occurrence of such casualty. If TSA fails to terminate this Supplemental Agreement pursuant to the foregoing sentence within said ten (10) day period, TSA shall complete the acquisition of the Additional Parking Area, in which case City shall assign to TSA the interest of City in all insurance proceeds relating to such damage (subject to the rights of tenants under leases of the Additional Parking Area). City shall consult with TSA regarding any proposed settlement with the insurer and TSA shall have the reasonable right of approval thereof. City shall hold such proceeds until the Close of Escrow. In the event this Supplemental Agreement is terminated for any reason, TSA shall have no right to any insurance proceeds.

4.0 ADDITIONAL FUNDS AND DOCUMENTS REQUIRED FROM TSA AND CITY

4.1 TSA. TSA agrees that on or before 12:00 noon on the date preceding the Closing Date, TSA will deposit with Escrow Holder all additional funds and/or documents (executed and acknowledged, if appropriate) which are necessary to comply with the terms of this Supplemental Agreement.

4.2 City. City agrees that on or before 12:00 noon on the day preceding the Closing Date, City will deposit with Escrow Holder an executed and recordable Grant Deed a form of which is set forth in Exhibit "E" (the "Grant Deed") conveying the Additional Parking Area to TSA, together with such funds and other items and instruments as may be necessary for the Escrow Holder to comply with this Supplemental Agreement. Escrow Holder will cause the Grant Deed, the Trust Deed and the Amendment to be recorded when (but in no event after the date specified in Section 3.5) it can issue the Title Policy in the form described in Article 5.0 below, and holds for the account of City the items described above to be delivered to City

through Escrow, less costs, expenses and disbursements chargeable to City pursuant to the terms hereof.

5.0 TITLE POLICY

5.1 Approval of Title.

(a) Promptly following execution of this Supplemental Agreement but in no event later than five (5) days following Opening of Escrow, TSA shall obtain a preliminary title report issued through Placer Title Company (the "Title Company"), describing the state of title of the Additional Parking Area, together with copies of all exceptions specified therein (the "Preliminary Title Report"). TSA shall notify City in writing ("TSA's Title Notice") of TSA's approval of all matters contained in the Preliminary Title Report or of any objections TSA may have to title exceptions or other matters ("Disapproved Exceptions") contained in the Preliminary Title Report within ten (10) days after TSA's receipt of the Preliminary Title Report.

(b) In the event TSA delivers TSA's Title Notice within said period, City shall have a period of five (5) days after receipt of TSA's Title Notice in which to notify TSA of City's election to either (i) agree to attempt to remove the Disapproved Exceptions prior to the Close of Escrow; or (ii) decline to remove any such Disapproved Exceptions ("City's Notice"). If City notifies TSA of its election to decline to remove the Disapproved Exceptions, or if City is unable to remove the Disapproved Exceptions, TSA may elect either to terminate this Supplemental Agreement and the Escrow or to accept title to the Additional Parking Area subject to the Disapproved Exception(s). TSA shall exercise such election by delivery of written notice to City and Escrow Holder within five (5) days following the earlier of (i) the date of written advice from City that such Disapproved Exception(s) cannot be removed; or (ii) the date City declines to remove such Disapproved Exception(s).

(c) Upon the issuance of any amendment or supplement to the Preliminary Title Report which adds additional exceptions, the foregoing right of review and approval shall also apply to said amendment or supplement, provided, however, that TSA's initial period of review and approval or disapproval of any such additional exceptions shall be limited to five (5) days following receipt of notice of such additional exceptions.

(d) Nothing to the contrary herein withstanding, TSA shall be deemed to have automatically objected to all deeds of trust, mortgages, judgment liens, federal and state income tax liens, delinquent general and special real property taxes and assessments and similar monetary encumbrances affecting the Additional Parking Area, and City shall discharge any such non-permitted title matter of record prior to or concurrently with the Close of Escrow.

5.2 Title Policy. At the Close of Escrow, the Escrow Holder shall furnish TSA with a CLTA Owner's Policy of Title Insurance (the "Title Policy") for the TSA's interest, wherein the Title Company shall insure that title to the Additional Parking Area shall be vested in TSA, containing no exception to such title which has not been approved or waived by TSA in accordance with this Section. The cost of the Title Policy to City shall be that of a CLTA policy with TSA paying any additional cost for the preparation and issuance of an ALTA Owner's

Extended Form. The Title Policy shall include any available title insurance, extended coverage or endorsements that TSA has reasonably requested.

6.0 DUE DILIGENCE

6.1 Due Diligence Period. TSA has the right to perform a due diligence investigation of the Additional Parking Area and all matters that TSA deems relevant to purchase of the Additional Parking Area for a period of time beginning on the Date of Opening Escrow and continuing for ten (10) days thereafter, subject to, however any extensions thereof (the "Due Diligence Period"). City will reasonably and in good faith cooperate in TSA's due diligence efforts. Without limiting the generality of the foregoing, the Due Diligence Period shall include the ability to review (i) soils conditions from a geotechnical and environmental aspect, and (ii) the physical condition of the Additional Parking Area and all improvements thereon. In the event of delay by Seller in delivering to TSA any required item for satisfaction of Due Diligence, the Due Diligence period shall be extended day for day for each such day of delay.

6.2 Due Diligence for Physical Conditions. TSA has the right at TSA's expense during the Due Diligence Period to make any analysis of the Additional Parking Area including such engineering, feasibility studies, soils tests, and other investigations as TSA, in its sole discretion may desire, to permit TSA to determine the conditions on the Additional Parking Area and the suitability of the Additional Parking Area for TSA's contemplated uses and to conduct such other review and investigation which TSA deems appropriate to satisfy itself as the environmental and physical condition of the Additional Parking Area.

6.3 Entry for Investigation. Subject to the conditions hereafter stated, during the Due Diligence Period, City grants to TSA, its agents and employees, a limited license to enter upon the Additional Parking Area for the purpose of conducting engineering surveys, soil tests, investigations and other studies reasonably necessary to evaluate the size, physical aspects, and environmental condition of the Additional Parking Area.

In addition to the foregoing, it is expressly understood that such studies, surveys, investigations and tests may include whether hazardous substances, ("Hazardous Substances") exist on or under the Additional Parking Area or relevantly adjacent property. Hazardous Substances are further defined in Section 8.3 and include any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect render it subject to Federal, State or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare.

As a condition to TSA's entry, inspection or testing, TSA shall (i) only enter the Additional Parking Area during normal business hours, (ii) give City 24 hours advanced notice of such entry including the extent thereof, (iii) not damage the Additional Parking Area, (iv) minimize interface with occupants of the Additional Parking Area, if any, and (v) keep the Additional Parking Area free and clear of all materialmen's liens, lis pendens and other liens arising out of the entry and work performed under this Supplemental Agreement.

6.4 Title. Within the Due Diligence Period, Title must be approved by TSA pursuant to the procedure provided in Article 5.0.

7.0 CONDITIONS PRECEDENT TO CLOSE OF ESCROW

7.1 Conditions to TSA's Obligations. The obligations of TSA under this Supplemental Agreement shall be subject to the satisfaction or written waiver, in whole or in part, by TSA of each of the following conditions precedent:

(a) Title Company will issue the Title Policy as required by Article 5.0 of this Supplemental Agreement insuring title to the Additional Parking Area vested in TSA.

(b) Escrow Holder holds and will deliver to TSA the instruments and funds, if any, accruing to TSA pursuant to this Supplemental Agreement.

(c) The delivery of all documents and the due performance by City of each and every undertaking and agreement to be performed by City under this Supplemental Agreement.

7.2 Conditions to City's Obligations. The obligations of City under this Supplemental Agreement shall be subject to the satisfaction or written waiver, in whole or in part, by City of the following condition precedent:

(a) Title Company will issue the Title Policy as required by Article 5.0 of this Supplemental Agreement insuring title to the Additional Parking Area vested in TSA.

(b) TSA has approved in writing all Due Diligence matters on or before the Due Diligence Date.

(c) Escrow Holder holds and will deliver to TSA the instruments and funds, if any, accruing to TSA pursuant to this Supplemental Agreement.

(d) TSA has located a place for the Fire Department Connection and obtained written approval of the location from the Fire Marshall.

8.0 REPRESENTATIONS AND WARRANTIES

8.1 General Representations and Warranties. City makes the following representations and warranties to TSA, each of which: is material and being relied upon by TSA; and is true, complete and not misleading in all material respects as of the Effective Date and the Closing Date. If between the Effective Date and the Closing Date, City acquires actual knowledge that any of the following representations and warranties may not be true in all material aspects, City hereby covenants to give immediate written notice thereof to TSA ("City's Representations Notice"). In such event, and only if such change in the accuracy of any representation and warranty is not due to any intentional act or omission of City, TSA's sole and exclusive remedies will be either to: (i) elect not to perform under the Supplemental Agreement in accordance with the Section 10.2 hereof; or (ii) elect to purchase the Additional Parking Area on the terms and provisions set forth in the Supplemental Agreement, subject to the matters described in City's Representation Notice. All representations herein are to the best of "City's

knowledge" (and any similar word or phrase) meaning the current, actual knowledge of City's owners, members and managers, after reasonable inquiry or investigation.

(a) City has received no written notice from any third parties, prior owners of the Additional Parking Area, or any federal, state or local governmental City, indicating that any hazardous waste remedial or clean-up work will be required on the Additional Parking Area.

(b) Upon approval of the Lot Line Adjustment described in Section 11.1 there will be no encroachments onto the Additional Parking Area by buildings on any adjoining property, nor will any buildings on the Additional Parking Area encroach on other properties.

(c) Until the Closing, City shall not do anything which would impair City's title to any of the Additional Parking Area.

(d) All utilities, including gas, electricity, water, sewage, and telephone, are available at the property line of the Additional Parking Area.

(e) Until the Closing, if City learns of any fact or condition which would cause any of the warranties and representations in this Section not to be true as of the Closing, City shall immediately give written notice of such fact or condition to TSA.

(f) City has the unimpeded power and authority to execute, deliver and perform City's obligations under this Supplemental Agreement and the documents executed and delivered by City pursuant hereto.

8.2 Limitations. Notwithstanding the representations in Section 8.1, TSA acknowledges that it has been specifically advised of the following: (i) that there is a pending litigation between the City and YMCA over YMCA's breach of the Operating Agreement, and (ii) City is transferring the Additional Parking Area in an "as-is" condition with no express or implied warranties whatsoever, and TSA must rely upon its exercise due diligence under Article 6.0.

8.3 Hazardous Substances. Neither City nor, to the best of City's knowledge, any previous owner, tenant, occupant, or user of the Additional Parking Area used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Additional Parking Area, or transported any Hazardous Materials to or from the Additional Parking Area. TSA during its occupancy of the property shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Additional Parking Area. The term "Hazardous Material" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous

material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated byphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "Hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. § 1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903) or (xi) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as amended by Liability Act, 42. U.S.C. § 9601 et seq. (42 U.S.C. § 9601.) and (xii) any successor or related statutes or regulations.

8.4 Compliance with Environmental Laws. To the best of City's knowledge the Additional Parking Area complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the City, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus and any successor or related statutes or agencies (collectively the "Environmental Laws"). TSA shall continue to operate the Additional Parking Area in accordance with all such Environmental Laws.

8.5 Breaches of Representations and Warranties. If a breach of a representation or warranty occurs and the Party adversely affected by the breach is aware that such a breach has occurred, the breach shall be grounds to terminate this Supplemental Agreement. However, if the Party adversely affected by the breach is aware of the breach of a representation or warrant before Closing and allows the Closing to occur, that Party waives its opportunity to object to such breach and the breach shall not serve as the grounds for any remedy. To the contrary, if the breach of a representation or warranty occurs before Closing and the Party adversely affected by the breach does not know of the breach at the time of Closing, the liability of the breaching Party will survive Closing.

9.0 ESCROW PROVISIONS

9.1 Escrow Instructions. This Supplemental Agreement, when signed by TSA and City, shall also constitute escrow instructions to Escrow Holder. If required by Escrow Holder, TSA and City agree to execute Escrow Holder's standard escrow instructions, provided that the same are consistent with and do not conflict with the provisions of this Supplemental Agreement. In the event of any such conflict, the provisions of this Supplemental Agreement shall prevail.

9.2 General Escrow Provisions. Escrow Holder shall deliver the Title Policy to the TSA and instruct the Solano County Recorder to mail the Grant Deed to TSA at the address set forth in Section 14.2 after recordation. All funds received in this Escrow shall be deposited in one or more general escrow accounts of the Escrow Holder with any bank doing business in Solano County, California, and may be disbursed to any other general escrow account or accounts. All disbursements shall be according to that Party's instructions. This Supplemental Agreement and any modifications, amendments, or supplements thereto may be executed in counterparts and shall be valid and binding as if all of the Parties' signatures were on one document.

9.3 Proration of Real Property Taxes. All non-delinquent general and special real property taxes shall be prorated to the Close of Escrow on the basis of a thirty (30) day month and a three hundred sixty (360) day year. In the event that property taxes are assessed on a parcel of real property which includes land other than the Additional Parking Area, such proration shall include only taxes attributable to the Additional Parking Area, calculated in terms of total gross square feet of land assessed pursuant to the tax statement versus total gross square footage of the Additional Parking Area.

9.4 Payment of Costs. TSA shall pay documentary transfer taxes, the premium charges for the standard CLTA Title Policy and any non-standard coverage requested by TSA, the charges for drawing and recording the Grant Deed, and all of the Escrow fee. City shall pay any fees and costs charged by any lender or other entity to obtain reconveyances or otherwise put title in the condition described in Article 5.0. All other costs of Escrow not otherwise specifically allocated by this Supplemental Agreement shall be apportioned between the Parties in a manner consistent with the custom and usage of Escrow Holder.

9.5 Termination and Cancellation of Escrow. If Escrow fails to close as provided above, Escrow shall terminate automatically without further action by Escrow Holder or any Party, and Escrow Holder is instructed to return all funds and documents then in Escrow to the respective depositor of the same with Escrow Holder. Cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights TSA or City may have against each other arising from the Escrow or this Supplemental Agreement.

9.6 Information Report. Escrow Holder shall file and TSA and City agree to cooperate with Escrow Holder and with each other in completing any report ("Information Report") and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e) regarding the real estate sales transaction contemplated by this Supplemental Agreement, including without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. TSA and City also agree that TSA and City, their respective employees and attorneys, and escrow Holder and its employees, may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Supplemental Agreement or the transactions contemplated herein as such Party reasonably deems to be required to be disclosed to the Internal Revenue Service by such Party pursuant to Internal Revenue Code Section 6045(e), and further agree that neither

TSA nor City shall seek to hold any such Party liable for the disclosure to the Internal Revenue Service of any such information.

9.7 Brokerage Commissions. TSA and City each represent and warrant to the other that no third party is entitled to a broker's commission and/or finder's fee with respect to the transaction contemplated by this Supplemental Agreement. TSA and City each agree to indemnify and hold the other Parties harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee.

9.8 No Withholding Because Non-Foreign City. City represents and warrants to TSA that City is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code Section 1445 or an out-of-state City under California Revenue and Tax Code Section 18805 and that it will deliver to TSA on or before the Close of Escrow a non-foreign affidavit on Escrow Holder's standard form pursuant to Internal Revenue Code Section 1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE.

10.0 ENFORCEMENT BEFORE AND AFTER CLOSING

10.1 Automatic Termination. Time is of the essence in this Supplemental Agreement. If Escrow fails to close by the Closing Date as provided in Section 10.2, Escrow shall terminate automatically without further action by Escrow Holder or any Party, and Escrow Holder is instructed to return all funds and documents then in Escrow to the respective depositor of the same with Escrow Holder. Cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights TSA or City may have against each other arising from the Escrow or this Supplemental Agreement.

10.2 Right to Terminate. The Closing shall occur on the Closing Date, or as soon thereafter as the Escrow is in condition for Closing; provided, however, that if the Closing does not occur by the Closing Date and said Date is not extended by mutual instructions of the Parties, a Party not then in default under this Supplemental Agreement may notify the other Party and Escrow Holder, in writing that, unless the Closing occurs within five (5) business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

10.3 Failure to Satisfy Contingency. If this transaction is terminated for non-satisfaction and non-waiver of a Contingency of either Party, as defined in Article 7, then neither of the Parties shall thereafter have any liability to the other under this Supplemental Agreement, except to the extent of a breach of any affirmative covenant or warranty in this Supplemental Agreement. In the event of such termination, TSA shall be promptly refunded all funds deposited by TSA with Escrow Holder. If this transaction is terminated as a result of either Party's breach of this Supplemental Agreement, then such Party shall pay the Title Company and Escrow Holder cancellation fees and costs. If this Supplemental Agreement shall be terminated for failure to satisfy a Condition of Closing, then each Party shall be responsible for one-half of Escrow fees and costs incurred to the date of such termination.

10.4 Delivery of Documents. If this sale of the Additional Parking Area is not consummated for any reason other than City's breach or default, then at City's request, TSA shall within give (5) days after written request deliver to City, at no charge, copies of all surveys, engineering studies, soil reports, maps, master plans, feasibility studies and other similar items prepared by or for TSA that pertain to the Additional Parking Area. Provided, however, that TSA shall not be required to deliver any such report if the written contract which TSA entered into with the consultant who prepared such report specifically forbids the dissemination of the report to others.

10.5 Breach/Termination. If either Party fails to perform any of its obligations herein before the Closing, then the non-breaching Party may elect the applicable remedies set forth herein, which remedies will be the sole and exclusive remedies of the non-breaching Party with respect to a default by the other Party. In addition, TSA's failure to cause Closing to occur timely arising from a breach of the Supplemental Agreement and/or TSA's election not to perform under the Supplemental Agreement will constitute TSA's agreement to bear the cost of any escrow cancellation, title cancellation and other cancellation charges pursuant to the terms herein.

10.6 Remedies of TSA. Notwithstanding anything to the contrary herein, if City commits a material breach of any covenants, representations, warranties or other agreements set forth herein, TSA may either (i) proceed with purchasing the Additional Parking Area, reserving all other rights and remedies available to it hereunder, or (ii) pursue any remedies TSA has for City's breach, but only after delivering written notice of the breach to City and Escrow Holder and the passage of a ten (10) day period for City to cure the breach. Nothing herein prevents TSA from filing an action for specific performance if there is a material default by City.

10.7 Remedies of City. If City is the non-breaching Party, as City's sole and exclusive remedy, City may terminate the Supplemental Agreement by giving TSA and Escrow Holder written notice describing TSA's default and stating City's election to immediately terminate the Supplemental Agreement. If City elects to terminate the Supplemental Agreement, City's sole and exclusive remedy will be to pursue any remedies City has for TSA's breach, but only after delivering written notice of the breach to City and Escrow Holder and the passage of a ten (10) day period for City to cure the breach. Nothing herein prevents City from filing an action for specific performance if there is a material default by TSA.

11.0 DEVELOPMENT OF THE PROPERTY

11.1 Lot Line Adjustment. A lot line adjustment shall be processed by City to align the boundaries of the Property to include the Additional Parking Area as set forth in Exhibit B prior to the close of escrow.

11.2 Rezoning of the Property and Additional Parking Area. City, at its sole cost and expense, shall take the lead for rezoning the area that includes the Property, Additional Parking Area, Suisun City Library, Suisun City Fire Department, and the Carl E. Park, from Residential Single Family a Park Zone District.

11.3 Tot Lot Relocation. TSA shall pay City Seventy Thousand Dollars and No Cents (\$70,000) as part of Purchase Price for costs associated with installing a new Tot Lot. TSA's obligation does not include costs associated with the review and approval of the relocation of the tot lot.

11.4 Eucalyptus Tree Removal. Prior to August 31, 2011 TSA, at its sole cost and expense, shall remove all eucalyptus trees in the northwest corner of the existing northern lot of the Additional Parking Area (depicted as "Eucalyptus Trees" in Exhibit "B") and replace the removed trees with additional parking spaces consistent with plans approved by City.

11.5 West-End Parking Reconfiguration. Prior to August 31, 2011 TSA, at its sole cost and expense, shall modify that parking field configuration at the west end of the proposed new parking lot (as depicted "West-End Parking Reconfiguration" in Exhibit "B") and install additional parking spaces consistent with plans approved by City.

11.6 Emergency Sandbag Area Relocation. Prior to August 31, 2011 TSA, at its sole cost and expense, shall relocate the existing emergency sandbag area (depicted as "Emergency Sandbag Area" in Exhibit "B") to the southern parking lot (depicted as "New Emergency Sandbag Area" in Exhibit "B").

11.7 Location for the Fire Department Connection. Prior to August 31, 2011 TSA, at its sole cost and expense, shall find a location for the Fire Department Connection and obtain written approval of its location from the Fire Marshall.

11.8 Development of the Additional Parking Area. All renovation, refurbishment or improvements on the Additional Parking Area by TSA shall be in accordance with the plans and permits approved by City. Notwithstanding any other provision set forth in this Supplemental Agreement to the contrary, in the event of any conflict between the narrative description of the Additional Parking Area in this Supplemental Agreement and the approved plans and permits, the approved plans and permits shall govern.

TSA shall submit all documents and information necessary to obtain all development and building approvals from the City in a timely manner, and City shall cooperate with TSA in connection therewith. Not by way of limitation of the foregoing, in developing and constructing improvements on the Additional Parking Area, TSA shall comply with all applicable development standards in City's Municipal Code and shall comply with all building codes, landscaping, signage, and parking requirements, except as may be permitted through approved variances and modifications.

City's Community Development Director or her designee shall have authority to determine on behalf of City if a proposed revision or change to any plans, drawings, or other documents is a substantial change requiring City approval. If the Community Development Director or her designee determines that the proposed revision or change is not substantial, no approval by City of such revision or change will be necessary. City shall reasonably approve or disapprove the plans, drawings and related documents referred to in this Section.

During the preparation of all drawings and plans, the Parties shall hold regular progress meetings to coordinate the preparation of, submission to, and review of construction plans and

related documents by City. The Parties shall communicate and consult informally as frequently as is necessary to ensure that the formal submittal of any documents to City can receive prompt and speedy consideration. If any substantial revisions or corrections of plans approved by City shall be required by any government official, City, department or bureau having jurisdiction, or any lending institution involved in financing, the Parties shall cooperate in efforts to develop a mutually acceptable alternative. Approval of progressively more detailed drawings and specifications will be promptly granted by City if developed as a logical evolution of drawings and specifications theretofore approved. Any items so submitted and approved by City (including City staff) shall not be subject to subsequent disapproval.

11.9 No Liability for Disapproval. It is expressly understood by the Parties hereto that City makes no representations or warranties with respect to approvals required by any governmental entity or with respect to approvals hereinafter required from City and City reserves full police power authority over the Additional Parking Area. However, City shall cooperate with TSA in procuring the foregoing approvals. Nothing in this Supplemental Agreement shall be deemed to be a prejudgment or commitment with respect to such items or a guarantee that such approvals or permits will be issued within any particular time or with or without any particular conditions.

11.10 Prevailing Wage Law.

(a) General. TSA has specifically advised that California Prevailing Wage law applies to projects where public funds are used for construction or the payment of fees that are mandatory conditions of construction. Where public assistance constitutes a *de minimis* contribution of public funds, as defined by California Labor Code Section 1720(c)(3) and precedential decisions issued by the Department of Industrial Relations interpreting that Section, an exception to Prevailing Wage Law applies. The Parties understand that the amount of City assistance to the Project is *de minimis* as defined by Department of Industrial Relations.

(b) Basis for *de minimis* Contribution. In determining that City's contribution is *de minimis*, the Parties took into account that (i) TSA is paying fair market value for the Additional Parking Area based on appraisal, (ii) that TSA is paying the full cost of any renovation, refurbishment or improvements of the Additional Parking Area, and (iii) that City's anticipated assistance would be zero (0). Based upon the Department of Industrial Relations precedent, a public agency contribution of 1.64% would be deemed to be *de minimis* (See DIR Public Works Decision No. 2004-024) and therefore the City's contribution to the Project should also be deemed *de minimis*.

(c) TSA's Agreement to Comply with Prevailing Wage Law. Notwithstanding this understanding, TSA acknowledges that if the Department of Industrial Relations determines either that the public assistance, if any hereunder is not *de minimis*, then the Wage Law and TSA would be required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720, et seq., of the California Labor Code for all covered work performed on the Project. To the extent that it is determined that TSA has not paid prevailing wages for any portion of the Project, TSA shall defend and hold City and City harmless from and against any and all increase in construction costs, or other liability, loss,

damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of any action or determination that TSA failed to pay prevailing wages in connection with the construction of the Project.

11.11 Cost of Construction. The cost of developing the Additional Parking Area and constructing all of the on and off Additional Parking Area improvements, if any, on or about the Additional Parking Area required to be constructed shall be borne solely by TSA without financial assistance by City but City shall cooperate in assisting TSA in soliciting grants or assistance from other agencies for which TSA may be eligible.

11.12 Indemnification During Construction. During the periods of construction on the Additional Parking Area, TSA agrees to and shall indemnify and hold City harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person which shall occur on the Additional Parking Area and which shall be directly or indirectly caused by any acts done thereon or any errors or omissions of the TSA or its agents, servants, employees, or contractors. The TSA shall not be responsible for (and such indemnity shall not apply to) any acts, errors, or omissions of the City or the City, or their respective agents, servants, employees, or contractors. TSA shall have the obligation to defend any such action; provided, however, that this obligation to defend shall not be effective if and to the extent that TSA determines in its reasonable discretion that such action is meritorious or that the interests of the Parties justify a compromise or a settlement of such action, in which case TSA shall compromise or settle such action in a way that fully protects City from any liability or obligation. In this regard, TSA's obligation and right to defend shall include the right to hire (subject to reasonable written approval by the City) attorneys and experts necessary to defend, the right to process and settle reasonable claims, the right to enter into reasonable settlement agreements and pay amounts as required by the terms of such settlement, and the right to pay any judgments assessed against TSA or City if TSA defends any such action, as set forth above.

11.13 Indemnification Generally. Except for the periods of construction and the indemnification in 11.12, the parties shall provide the following indemnity.

11.13.1 Purchaser's Indemnification. Purchaser agrees to defend, indemnify and holds Seller harmless from and against all claims, damages, losses and attorneys' fees which are caused by Purchaser's failure to perform any owner's obligation under any contract for the Property after the Closing Date or for which Purchaser is responsible in accordance with the terms of this Agreement.

11.13.2 Seller's Indemnification. Seller agrees to defend, indemnify and hold Purchaser harmless from and against all claims, damages, losses and attorneys fees which are caused by Seller's failure to perform any obligation under any contract for the Property prior to the Closing Date or for which Seller is responsible in accordance with the terms of this Agreement.

11.14 Insurance. Prior to the entry of TSA on the Additional Parking Area and the commencement of any construction by or on behalf of TSA, TSA shall procure and maintain (or

cause to be procured and maintained), at its sole cost and expense, in a form and content reasonably satisfactory to City, during the entire term of such entry or construction, insurance as provided in the Declaration.

11.15 City and Other Governmental City Permits. Before commencement of construction or development of any buildings, structures, or other works of improvement upon the Additional Parking Area, TSA shall at its own expense secure or cause to be secured any and all permits which may be required by City or any other governmental agency affected by such construction, development or work. The TSA shall not be obligated to commence construction if any such permit is not issued despite good faith effort by TSA. TSA shall pay all normal and customary fees and charges applicable to such permits and any fees or charges hereafter imposed by City which are standard for and uniformly applied to similar projects in the City.

11.16 Rights of Access. Representatives of City shall have the reasonable right of access to the Additional Parking Area without charges or fees, at any time during normal construction or business hours during the period of construction, for the purpose of assuring compliance with this Supplemental Agreement, including but not limited to the inspection of the construction work or operations being performed by or on behalf of TSA. Each such representative of City shall identify himself or herself at the Additional Parking Area office upon his or her entrance to the Additional Parking Area, and shall provide the person in charge on the Additional Parking Area, a reasonable opportunity to have a representative accompany him or her during the inspection. City shall indemnify, defend, and hold TSA harmless from any injury or property damage caused or liability arising out of City's exercise of this right of access.

11.17 Applicable Laws. TSA shall carry out the construction of the improvements to be constructed by TSA in conformity with all applicable laws, including all applicable federal and state labor laws.

11.18 Anti-discrimination During Construction. TSA, for himself and his successors and assigns, agrees that in the construction of the improvements to be constructed by TSA, it shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

12.0 MAINTENANCE OF THE ADDITIONAL PARKING AREA AND OTHER AREA

12.1 Amendment to the Declaration. As further described in the Amendment (Exhibit "C"), TSA covenants and agrees for itself, its successors and assigns, and every successor in interest to the Additional Parking Area or any part thereof, that, after Closing, the TSA shall be responsible for (i) slurry sealing and restriping the TSA Parking Lots and Library Parcel Parking Area, (ii) the periodic resealing and restriping of the TSA Parking Lots and Library Parcel Parking Area, and (iii) maintain all landscaping and related irrigation in the area located between the buildings on the Property and Wigeon Way, as well as the islands within the parking lots and the parking strip along the southside of the Fire Station. The City shall maintain all the turf areas west of the Natatorium, depicted as "City Landscape Area" in Exhibit "F."

The foregoing obligations shall run with the land and thereby become the obligations of any transferee of the Additional Parking Area or any portion thereof. TSA's further obligations

to refurbish and maintain the Additional Parking Area, and City's remedies in the event of TSA's default in performing such obligations are set forth in the Amendment. TSA hereby waives any notice, public hearing, and other requirements of the public nuisance laws and ordinances of the City that would otherwise apply, except as specified in the Amendment.

12.2 Covenants to Run with Land.

(a) Binding on Successors. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Supplemental Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons acquiring any rights or interests in the Additional Parking Area, or any portion thereof, whether by operation of laws or in any manner whatsoever and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns;

(b) Equitable Servitudes. All of the provisions of this Supplemental Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law; and

(c) Benefit and Burden. Each covenant to do or refrain from doing some act on the Additional Parking Area hereunder (i) is for the benefit of and is a burden upon every portion of the Additional Parking Area, (ii) runs with such lands, and (iii) is binding upon each Party and each successive owner during its ownership of such properties or any portion thereof, and each person having any interest therein derived in any manner through any owner of such lands, or any portion thereof, and each other person succeeding to an interest in such lands.

(d) City Rights. City is deemed a beneficiary of the terms and provisions of this Supplemental Agreement and of the restrictions and covenants running with the land for and in its own right for the purposes of protecting the interests of the community in whose favor and for whose benefit the covenants running with the land have been provided. The covenants in favor of City shall run without regard to whether City has been, remains or is an owner of any land or interest therein in the Additional Parking Area. City shall have the right, if any of the covenants set forth in this Supplemental Agreement which are provided for its benefit are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it may be entitled. With the exception of the City, no other person or entity shall have any right to enforce the terms of this Supplemental Agreement under a theory of third-party beneficiary or otherwise. The covenants running with the land and their duration are set forth in the Deed and the Declaration.

12.3 Right of Repurchase. City shall have the right, at its option, to repurchase the Additional Parking Area with all improvements thereon and to terminate and re-vest in the City the estate conveyed to TSA if: (a) City determines that TSA is in default of any of the provisions of this Supplemental Agreement, Declaration or the Amendment, (b) City has given TSA notice of the default as required in the Declaration, (c) TSA has failed to correct the default, (d) City has conducted a public hearing, after giving notice to TSA, to consider exercising its right to

repurchase and (e) after conducting the public hearing, City has elected to repurchase the Additional Parking Area. City's rights shall be exercised in accordance with Section 6.5 of the Declaration.

13.0 TRANSFER, ASSIGNMENT AND HYPOTHECATION

13.1 Right to Transfer.

(a) General. Except as specifically provided herein, neither Party shall Transfer (as hereinafter defined) its interests, rights or obligations under this Supplemental Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed.

(b) City Standard for Approval of Transfer. TSA shall not Transfer this Supplemental Agreement or any of TSA's rights hereunder, directly or indirectly, voluntarily or by operation of law, except as provided below, without the prior written approval of the City Council, which approval shall not be unreasonably withheld, and if so purported to be transferred without such consent, the same shall be null and void. In considering whether it will grant approval to any Transfer by TSA, which Transfer requires City approval, the City shall consider factors such as (i) the financial strength and capability of the proposed Transferee to perform TSA's obligations hereunder; and (ii) the proposed Transferee's experience and expertise in the planning, financing, development, ownership, and operation of similar projects; and (iii) the status of TSA's performance under the Supplemental Agreement.

(c) Assumption Agreement. No attempted Transfer of any of TSA's obligations hereunder shall be effective unless and until the successor party executes and delivers to City an assumption agreement in a form reasonably approved by City assuming such obligations. No consent or approval by City of any Transfer requiring City's approval shall constitute a further waiver of the provision of this Section 13.1 and furthermore, City's consent to a Transfer shall not be deemed to release TSA of liability for performance under this Supplemental Agreement unless such release is specific and in a writing executed by City (provided that City shall not unreasonably refuse to consent to release TSA of liability for performance under this Supplemental Agreement to the extent such liability is assumed by the Transferee). Upon the written consent of City to the complete Transfer of this Supplemental Agreement and the express written assumption of the assigned obligations of TSA under this Supplemental Agreement by the assignee, TSA shall be relieved of its legal duty from the assigned obligations under this Supplemental Agreement, except to the extent TSA is in Default under the terms of this Supplemental Agreement prior to said Transfer. Following any such Transfer of any of the rights and interests of TSA under this Supplemental Agreement, in accordance with this Section 13.1 above, the exercise, use and enjoyment of such rights shall continue to be subject to the terms of this Supplemental Agreement to the same extent as if the Transferee were TSA; provided, however, that, if released by City, any Default by TSA shall not constitute a Default by the Transferee, and any Default by such Transferee shall not constitute a Default by TSA or any other Transferee.

(d) Exclusions. The foregoing requirement for City approval of a Transfer shall not apply to any of the following:

(1) Any Transfer arising from or pursuant to any Mortgage and any resulting foreclosure (or deed or assignment in lieu of foreclosure) therefrom.

(2) The granting of easements or dedications to any appropriate governmental or quasi-governmental City or utility or permits to facilitate the development of the Additional Parking Area.

(3) A Transfer resulting from or in connection with a reorganization as contemplated by the provisions of the Internal Revenue Code of 1986, as amended or otherwise, in which the ownership interests of a corporation or other entity are assigned directly or by operation of law to a Person or Persons which acquires the Control of the voting capital stock of such corporation or other entity or all or substantially all of the assets of such corporation or other entity.

(4) A Transfer between or among Affiliates of TSA.

(e) No Approval of Terms of Loan by City. Notwithstanding anything to the contrary set forth herein with regards to the approval by City of hypothecation, encumbrances or mortgages, in connection with any Transfer of TSA's interests, rights or obligations under this Supplemental Agreement to a lender, City shall only have the right to approve the identity of TSA's lender, which approval will not be unreasonably withheld, taking into consideration such lender's financial strength, reputation, and other relevant factors. City shall not have any right to approve any of the terms or conditions of TSA's financing arrangements with any third-party lenders.

13.2 Rights of Holders of Approved Security Interests in Additional Parking Area.

(a) Definitions.

As used in this Section, the term "mortgage" shall mean a leasehold mortgage and include any mortgage, deed of trust, or other security interest, or sale and lease-back, or any other form of conveyance for financing. The term "holder" shall include the holder of any such mortgage, deed of trust, or other security interest, or the lessor under a lease-back, or the grantee under any other conveyance for financing.

(b) No Encumbrances Permitted.

TSA does not intend to utilize any mortgage financing which would require the pledge of the Additional Parking Area, for the performance of the obligations required in this Supplemental Agreement, and accordingly such mortgages are not permitted and City will not subordinate the Deed of Trust to such interests. In the event such subordinated financing were contemplated in the future for the purpose of making improvements in the Additional Parking Area, TSA (or any entity permitted to acquire title under this Section) shall notify the City in advance of any mortgage. TSA or such entity shall not enter into any such conveyance for financing without the prior written approval of the City as provided in Section 13.1. Any lender approved by the City pursuant to Section 13.1 shall be bound by this Supplemental Agreement.

13.3 Right of City to Satisfy Other Liens After Conveyance of Title. After the conveyance of Title and after TSA has had a reasonable time to challenge, cure, or satisfy any liens or encumbrances on the Additional Parking Area or any portion thereof, the City shall have the right to satisfy any such liens or encumbrances; provided, however, that nothing in this Supplemental Agreement shall require TSA to pay or make provision for the payment of any tax, assessment, lien or charge, so long as TSA in good faith shall contest the validity or amount thereof, and so long as such delay in payment shall not subject the Additional Parking Area or any portion thereof to forfeiture or sale.

14.0 MISCELLANEOUS

14.1 Attorneys Fees. In any action between the Parties hereto, seeking enforcement of any of the terms and provisions of this Supplemental Agreement or the Escrow, or in connection with the Additional Parking Area, the prevailing Party in such action shall be entitled, to have and to recover from the other Party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding, in addition to its recoverable court costs.

14.2 Notices.

(a) Any notice which either Party may desire to give to the other Party or to the Escrow Holder must be in writing and may be given by personal delivery or by mailing the same by registered or certified mail, return receipt requested, to the Party to whom the notice is directed at the address of such Party hereinafter set forth, or such other address and to such other persons as the Parties may hereafter designate:

To City: City of Suisun City
701 Civic Center Blvd.
Suisun City, California 94585
Attn:

Copy To: Aleshire & Wynder, LLP
18881 Von Karman Avenue, Suite 400
Irvine, California 92612
Attn:

To TSA: The Salvation Army
Del Oro Divisional Headquarters
3755 North Freeway Blvd.
Sacramento, California 95834
Attn:

(b) Service of any such communication shall be deemed made on the date of actual receipt if personally delivered. Any such communication sent by regular mail shall be deemed given 48 hours after the same is mailed. Communications sent by United State Express Mai or overnight courier that guarantee next day delivery shall be deemed delivered 24 hours after delivery of the same to the Postal Service or courier. Communications transmitted by facsimile transmission shall be deemed delivered upon telephonic confirmation of receipt (confirmation report from fax machine is sufficient), provided a copy is also delivered via

delivery or mail. If such communication is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

(c) Any Party hereto may from time to time, by notice in writing, designate a different address to which, or a different person or additional persons to whom, all communications are thereafter to be made.

(d) Any notice or communication given to the other Party hereunder will be simultaneously given to Escrow Holder and any notice or communication given Escrow Holder will be simultaneously given to the other Party.

14.3 Interpretation; Governing Law. This Supplemental Agreement shall be construed according to its fair meaning and as if prepared by both Parties hereto. This Supplemental Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Supplemental Agreement. Titles and captions are for convenience only and shall not constitute a portion of this Supplemental Agreement. As used in this Supplemental Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

14.4 No Waiver. No delay or omission by either Party in exercising any right or power accruing upon the compliance or failure of performance by the other Party under the provisions of this Supplemental Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either Party of a breach of any of the covenants, conditions or agreements hereof to be performed by the other Party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

14.5 Modifications. Any alteration, change or modification of or to this Supplemental Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each Party hereto.

14.6 Cooperation. The Parties shall each, diligently and in good faith, undertake all actions and procedures reasonably required to place the Escrow in condition for Closing as and when required by this Supplemental Agreement. The Parties agree to provide all further information, and to execute and deliver all further documents, reasonably required by Escrow Holder or the Title Company. After closing the Parties further agree to cooperate to accomplish the objectives of this Supplemental Agreement as identified in Article 1.

14.7 Severability. If any term, provision, condition or covenant of this Supplemental Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Supplemental Agreement shall be valid and enforceable to the fullest extent permitted by law.

14.8 Merger Of Prior Agreements And Understandings. This Supplemental Agreement and other documents incorporated herein by reference contain the entire

understanding between the Parties relating to the transaction contemplated hereby and all prior to contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

14.9 Execution In Counterparts. This Supplemental Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all Parties are not signatories to the original or the same counterpart.

14.10 Authority. The Persons executing this Supplemental Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Supplemental Agreement on behalf of said Party, (iii) by so executing this Supplemental Agreement, such Party is formally bound to the provisions of this Supplemental Agreement, (iv) the entering into of this Supplemental Agreement does not violate any provision of any other agreement to which said Party is bound, and (v) there is no litigation or legal proceeding which would prevent the Parties from entering into this Supplemental Agreement.

[END - SIGNATURE PAGE FOLLOWS]

DRAFT

IN WITNESS WHEREOF, the Parties hereto have executed this Supplemental Agreement for Purchase and Sale of Real Property and Escrow Instructions as of the date set forth above.

"CITY"

CITY OF SUISUN CITY,
a general law municipal corporation

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

City Attorney

"TSA"

THE SALVATION ARMY

By: _____

Its: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

[INSERT]

DRAFT

EXHIBIT "B"

SITE MAP

[INSERT]

DRAFT

EXHIBIT "C"

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS ("AMENDMENT")

[INSERT]

DRAFT

EXHIBIT "D"

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
("DECLARATION")

[INSERT]

DRAFT

EXHIBIT "E"
FORM OF

GRANT DEED

FREE RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

The Salvation Army
Del Oro Divisional Headquarters
3755 North Freeway Blvd.
Sacramento, California 95834
Attn: Captain Fred C. Rasmussen

(Space Above This Line for Recorder's Office Use Only)

GRANT DEED

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, THE CITY OF SUISUN CITY, a general law municipal corporation ("Grantor"), hereby grants to THE SALVATION ARMY ("Grantee"), the real property, hereinafter referred to as the "Property," in the City of Suisun City, County of Solano, State of California, commonly referred to as 586 Wigeon Way, Suisun California 94585, and as legally described in Attachment "1" attached hereto and incorporated herein by this reference, subject to the following terms and conditions:

This Grant is subject to each and every term and condition of the Declaration of Covenants, Conditions and Restrictions between the Parties hereto and recorded concurrently with the recording of this Grant Deed.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on their behalf by their respective officers or agents hereunto as of the date first above written.

"GRANTOR":
CITY OF SUISUN CITY

Date: _____

By: _____
City Manager

Attest:

City Clerk

Grant Deed

Attachment 1

Legal Description of the Property
[INSERT LEGAL]

Containing x.xx Acres, more or less.

DRAFT

EXHIBIT "F"

LANDSCAPE RESPONSIBILITY

[INSERT]

DRAFT

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Suisun City
701 Civic Center Blvd.
Suisun City, CA 94585
Attention:

(Space Above Line for Recorder's Use)

**AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS CONCERNING RECIPROCAL,
PARKING AND PROPERTY MAINTENANCE**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS CONCERNING RECIPROCAL, PARKING AND PROPERTY MAINTENANCE ("Amendment") is made this ___ day of April, 2011, by the THE SALVATION ARMY, a California nonprofit corporation ("Declarant" or "TSA") and THE CITY OF SUISUN CITY, a general law municipal corporation ("City").

RECITALS

- A. Declarant and City entered into that certain Declaration of Covenants, Conditions and Restrictions Concerning Reciprocal Access, Parking and Property Maintenance dated December 15, 2009, and recorded in the Official Records of Solano County, California on December 15, 2009, as Document No. 200900107370 ("Declaration").
- B. The Declaration encumbers certain real property located in the City of Suisun, County of Solano, State of California, commonly known as 586 Wigeon Way, and more particularly described in the "Legal Description of the Property" in Exhibit "A" attached hereto and incorporated herein by reference ("Property").
- C. Property contains a 7,000 square foot gym/basketball facility which also contains an approximately 23,351 sq. ft. of office/community room facilities, and a five-lane 7,709 sq. ft. enclosed pool, and with appropriate restroom and accompanying facilities (the "Facility"). The Facility is the primary recreational facility serving the community of City of Suisun City.
- D. Among other things, the Declaration requires Declarant to provide for quality programs and facility rehabilitation and ongoing maintenance and upkeep of the Property.
- E. On April ___, 2011, City and Declarant entered into the Supplemental Purchase and Sale Agreement Between City Of Suisun City And The Salvation Army For Conveyance, Improvements And Maintenance Of Additional Parking Area For The

Community Recreational Center (“Supplemental Agreement”) pursuant to which City agreed to sell the certain irregular parcel of land adjacent to the Property to Declarant to facilitate the Declarant’s renovation of the Property and expansion of the Facility by providing for necessary additional parking (the “Area To Be Acquired”) included in the Exhibit “B.”

- F. The City has processed a lot line adjustment to align the boundary line of the Property to include the Area To Be Acquired.
- G. In addition to the fee ownership of the Additional Parking Area being conveyed to Declarant, the City has a fee or easement interest in various streets, sidewalks and other property within the City (the “Public Parcel”) and is responsible for the planning and development of land within the City in such manner so as to provide for the health, safety and welfare of the residents of the City.
- H. Declarant and City intend, in exchange for entering into the Supplemental Agreement by City, that the Declarant, its successors and assigns shall hold, sell and convey the Additional Parking Area subject to the covenants, conditions, restrictions and reservations set forth in the Declaration as amended by this Amendment, and the City shall have the right to enforce the covenants, conditions, restrictions and reservations as provided in the Declaration as amended by this Amendment.
- I. Declarant desires to establish and grant certain covenants, conditions and restrictions provided in the Declaration as amended by this Amendment upon the Additional Parking Area as part of the Property for the benefit of City and their respective successors and assigns for the purpose of enhancing and protecting the value, desirability and attractiveness of the Facility and Property and its use for the community. Such covenants, conditions and restrictions bind the Additional Parking Area as part of the Property, Declarant and its successors and assigns.

NOW, THEREFORE, Declarant and City declare, covenant and agree, by and for themselves, their heirs, executors and assigns and all persons claiming under or through them, that the Additional Parking Area shall be held, transferred, encumbered, used sold, conveyed, leased and occupied subject to the covenants and restrictions set forth in the Declaration as amended by this Amendment, which covenants are established expressly and exclusively for the use and benefit of the City.

- 1. Recital A. Recital A of the Declaration describing the Property is deleted and replaced by the following:

Declarant is fee owner of certain real property located in the City of Suisun City, County of Solano, State of California more particularly described in the “Legal Description of the Property in Exhibit A1 attached hereto and incorporated by reference (“Property”). The Property is developed with a community center (the “Facility”) and after a lot line adjustment will include the Additional Parking Area conveyed to Declarant in the Supplemental Agreement as shown in the “Revised Site

Map and Building Layout” attached hereto as Exhibit A2-1 and incorporated here by reference.

2. Exhibit A2-1 Site Plan and Building Layout. The “Site Plan and Building Layout” attached to the Declaration as Exhibit A2 is hereby deleted and replaced with the “Revised Site Plan and Building Layout” attached to this Amendment as Exhibit A2-1.
3. Uses in Accordance with the Agreement, Supplemental Agreement and Law. Section 1.1 of the Declaration is deleted and replaced with the following:

Declarant shall conduct all operations upon the Property and Additional Parking Area, and undertake all services and work in accordance with the Agreement, Supplemental Agreement, this Declaration and amendments hereto, and all ordinances, resolutions, statutes, rules, and regulations of City and any Federal, State or local governmental agency having jurisdiction. All references to the Property herein shall include the Additional Parking Area and all covenants and restrictions that apply to the Property shall also apply to the Additional Parking Area.

4. Opening for Business. Section 1.3 of the Declaration describing the time frame for the opening of the Facility is deleted and replaced with the following:

The Refurbishment Work began on the Closing will continue until approximately the end of 2011. The Facility Grand Opening is planned for Winter of 2011/2012, but shall be no later than March 31, 2012, unless mutually agreed by the Parties.

5. Landscaping. Section 2.2. of the Declaration describing Landscaping is deleted and replaced with the following:

Declarant shall be solely responsible for the maintenance of all landscaping and related irrigation in the area located on the Wigeon Way side of the buildings on the Property, as well as the islands within the parking lots and parking strip along the south side of the Suisun City Fire Station as depicted as “TSA Landscape Responsibility” in Exhibit A2-1. TSA agrees to maintain landscaping in a first class manner which shall be consistent with the quality of landscaping upkeep and maintenance demonstrated by adjacent City and Library properties. The City shall maintain all the turf areas west of the Natatorium, as depicted as “City Landscape Responsibility” in Exhibit A2-1.

6. Electrical and Irrigation Services. Section 2.7 of the Declaration is added to read as follows:

The parking lot lighting shall be on a TSA meter. The irrigation system for the Property shall be on a TSA meter, although turf areas west of the Natatorium will be on a City meter.

7. Parking Lot Easement and Maintenance. Section 4 of the Declaration entitled the Reciprocal Parking Lot Privileges is deleted and replaced with Public Easement Over Parking Lots and shall read as follows:

As a result of the conveyance of the Additional Parking Area pursuant to the Supplemental Agreement, Declarant is the owner of all the parking lots adjacent to and serving the Property including the driving aisles, driveways, access ways, any planters, curbs and gutters (the "TSA Parking Lots") as depicted in Exhibit A2-1. The Declarant hereby grants the City a public easement over portions of the TSA Parking Lots more particularly described in the TSA Parking Easement attached as Exhibit A5. Declarant shall be responsible for the maintenance as further described in this Section. There are approximately 149 parking spaces contained within the TSA Parking Lots. In addition there are approximately 48 parking spaces available to Declarant contained on the Library Parcel Parking Area, as depicted in Exhibit A6, which is not owned by Declarant but available to Declarant pursuant to an existing access, landscaping, parking and utilities easement in favor of the City. The Declarant shall be responsible for creating a freshly slurry sealed and striped condition of TSA Parking Lots and Library Parcel Parking Area prior to the Facility Grand Opening. Thereafter, Declarant shall ensure the TSA Parking Lots and Library Parcel Parking Area, are generally kept clean and in good working order and are slurry sealed and striped every four (4) years. Declarant shall be responsible for obtaining necessary encroachment permits from City for slurry sealing and striping activities within Library Parcel parking area. Declarant shall be responsible for all major repairs and improvements required to maintain the TSA Parking Lots. The City shall arrange for its street sweeper to clean the parking lot on the same schedule as the street sweeper cleans Widgeon Way.

8. Indemnification by Declarant. Section 9.1(b) describing Declarant's indemnification obligations to City is deleted and replaced with the following:

Declarant shall indemnify and hold the City harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person which shall occur on the Property, including the TSA Parking Lots, which shall be directly or indirectly caused by any acts done thereon or any errors or omissions of the Declarant or its agents, employees, contractors, members or guests or arising in any way in connection with Declarant's ownership of the Property and operation of the facilities thereon. Declarant shall not be responsible for (and such indemnity shall not apply to) any acts, errors, or omissions of the City, or its respective agents, servants, employees, or contractors. Declarant shall have the obligation to defend any such action; provided, however, that this obligation to defend shall not be effective if

and to the extent that Declarant determines in its reasonable discretion that such action is meritorious or that the interests of the Parties justify a compromise or a settlement of such action, in which case Declarant shall compromise or settle such action in a way that fully protects City from any liability or obligation.

9. Indemnification by City. Section 9.1(c) describing Declarant's indemnification obligations to City is deleted and replaced with the following:

City shall indemnify and hold TSA harmless from and against all liability, loss, damage, costs, or expense (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person which shall occur on City's property which shall be directly or indirectly caused by any acts done thereon or any errors or omissions of the City or its agents, employees, contractors, members or guests or arising in any way in connection with City's operation of the facilities on City's property. City shall not be responsible for (and such indemnity shall not apply to) any acts, errors, or omissions of TSA, or their respective agents, servants, employees or contractors. City shall have the obligation to defend any such action; provided however, that this obligation to defend shall not be effective if and to the extent that City determines in its reasonable discretion that such action is meritorious or that the interests of the Parties justify a compromise or a settlement of such action, in which case City shall compromise or settle such action in a way that fully protects TSA from any liability or obligation.

10. Successors and Assigns. This Amendment shall run with and burden the Property and shall be binding upon and inure to the benefit of the successors and assigns of Declarant as the owner of the Property.
11. Miscellaneous. This Amendment shall be executed by and construed in accordance with the laws of the State of California. If any term, provision or condition contained in the Amendment (or the application of such term, provision or condition) shall to any extent be invalid or unenforceable, the remainder of the Amendment shall be valid and enforceable to the fullest extent permitted by law. When the context in which words are used herein indicates that such is the intent, words in the singular number shall include the plural and vice versa. All pronouns and any variations thereof shall be deemed to refer to all genders, and shall include natural individuals, associations, trusts, estates and all other forms of business entities. The captions of the Sections herein are for convenience of reference only and shall not be considered or referred to in resolving questions of interpretation or construction.
12. Corporate Authority. The persons executing this Amendment on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said Party, (iii) by so executing this Amendment, such Party is formally bound to the provisions of this

Amendment, and (iv) the entering into this Amendment does not violate any provisions of any other agreement or declaration to which said party is bound.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first above written.

"CITY"

CITY OF SUISUN CITY,
a general law municipal corporation

By:

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

City Attorney

"TSA"

THE SALVATION ARMY

By:

Its: _____

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SOLANO)

On _____, 2011, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
(Seal)

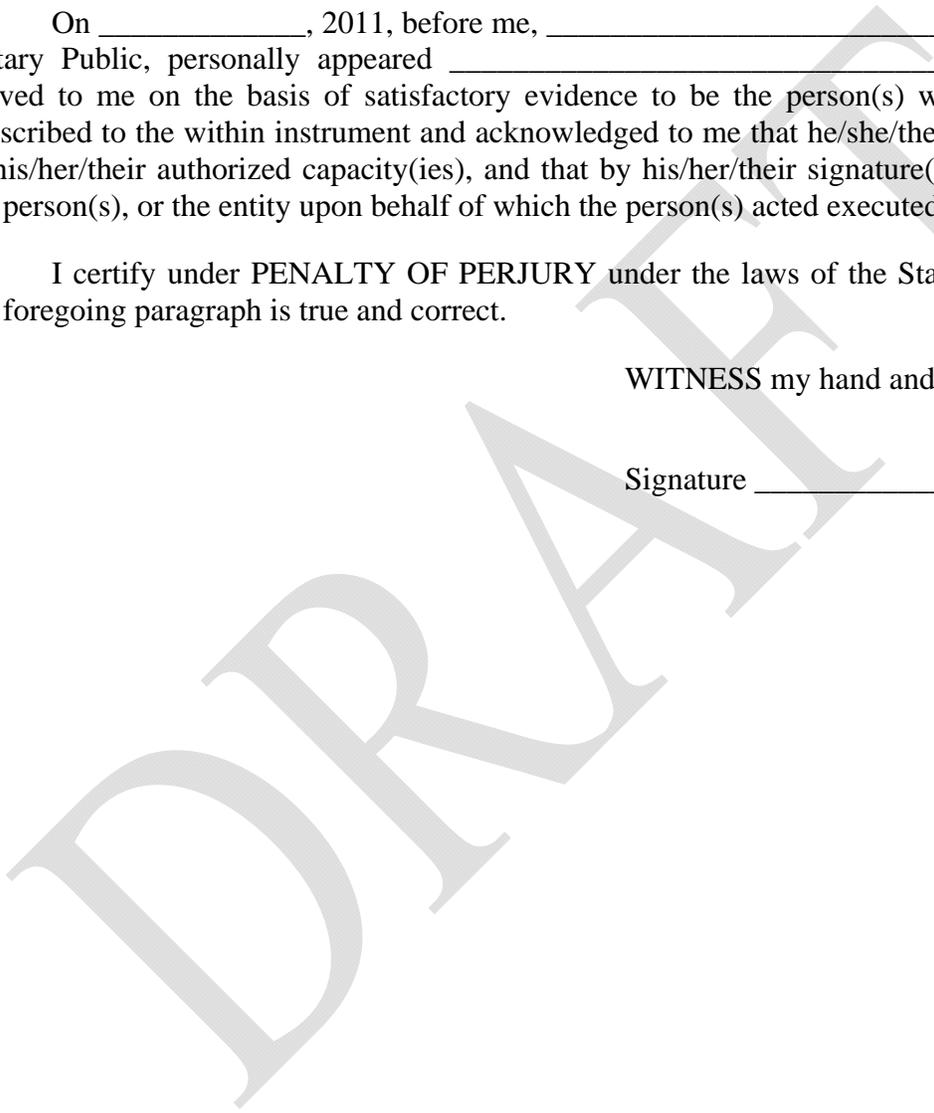


EXHIBIT "A"

Legal Description of Property

[INSERT]

DRAFT

EXHIBIT "A-1"

Legal Description of Property

[INSERT]

DRAFT

EXHIBIT "A2-1"

Revised Site Plan and Building Layout

[INSERT]

DRAFT

EXHIBIT “B”

Area to be Acquired

[INSERT]

DRAFT

EXHIBIT B

EXHIBIT C-1

EXHIBIT C-2

PORTION REMOVED
PER INSTRUMENT
NO. 2010-00082080

Area to be
Acquired

PARCEL REMOVED
PER INSTRUMENT
NO. 2011
-00004481

LINE TO BE
RELOCATED

EXISTING
BUILDING

EXISTING BUILDING

N88°46'35"W
0.90'

E=293.80' R=1972.50' Δ=113°32'02"
S09°44'35"W 93.50'

L=206.11
TOP=103.16
Δ=6°17'05"
R=1879.00
S77°05'58"E
206.00'

S221°4'52"W
162.86'
S11°51'32"W
30.50'

N217°00'E
161.61'

N68°43'00"W
99.39'

N88°43'00"W
99.39'

N80°55'30"W 64.26'
N76°08'30"W 64.26'
N86°33'07"W 64.23'

S71°16'30"E 37.59'
S56°24'30"E 64.26'
S71°16'30"E 28.91'

S56°00'00"E 133.14'
S61°49'35"E 64.27'

N68°43'00"W
60.29'

N217°00'E
52.22'

N68°43'00"W
99.39'

N217°00'E
52.22'

N68°43'00"W
99.39'

N68°43'00"W
99.39'

N34°00'00"E E254.98'
N55°00'00"E 133.14'

N34°00'00"E E254.98'
N55°00'00"E 133.14'

SCALE: 1"=120'



LOT LINE ADJUSTMENT NO. _____

LOTS 1 AND 2 OF THAT CERTAIN PARCEL
MAP FILED AUGUST 25, 1994 IN BOOK 38 OF
PARCEL MAPS AT PAGE 83 IN THE OFFICIAL
RECORDS OF THE COUNTY OF SOLANO,
STATE OF CALIFORNIA

POB C-2

EXHIBIT "A5"

Parking Easement

[INSERT]

DRAFT

EXHIBIT "A6"

Library Parcel Parking Area

[INSERT]

DRAFT

RECORDING REQUESTED BY:

WHEN RECORDED, MAIL TO:

City of Suisun City
701 Civic Center Blvd.
Suisun City, California 94585
Attention:

(Space Above For Recorder's Use)
Exempt from recording fees per Gov Code Section 27383

**PARKING AND ACCESS EASEMENT AND COVENANT AGREEMENT
(To the City of Suisun City)**

No Documentary Transfer Tax per Revenue Taxation Code § 11922

APN:

Site Address:

This PARKING EASEMENT AND COVENANT AGREEMENT ("TSA Parking Easement") is made by and between **THE SALVATION ARMY**, ("Grantor" or "TSA") and the **CITY OF SUISUN CITY**, a California municipal corporation and general law city ("City"), and will be effective upon recordation in the Office of the Solano County Recorder, State of California (the "Effective Date").

RECITALS

- A. Grantor owns in fee that certain approximately ____ acre parcel of real property located in the City of Suisun City, Solano County, California, further described in the "Legal Description of Property" attached hereto as Exhibit A (herein the "Property") and incorporated herein by this reference. Pursuant to this Agreement, Grantor is conveying to City a 40-year parking easement over that portion of the Property legally described as the "Parking Easement Area" in the "Legal Description of Easements" attached hereto as Exhibit "B." Grantor is also conveying to City permanent easements (subject the right of relocation) for utilities, access and trash storage, also legally described as the "Utility Easements" in Exhibit "B." The easements created hereunder are collectively referred to as the "Easements." The Property and Easements are shown in the "Site Map" attached

as Exhibit “C” and incorporated herein by this reference. Grantor owns and operates a community recreational facility (“Facility”) on the Property.

- B. On April ____, 2011, the City and TSA entered into an agreement for conveyance of certain real property referred to as Additional Parking Area to TSA (the “Supplemental Agreement”). As a result of this conveyance, TSA is the fee owner of all the parking lots adjacent to and serving the Property as depicted in Exhibit C.
- C. As consideration for the conveyance of the Additional Parking Area in the Supplement Agreement (attached hereto as Exhibit D), Grantor has agreed to record on the Property the TSA Parking Easement creating the Easements.
- D. In addition to the fee owner of the Additional Parking Area being conveyed to Grantor, the City has fee or easement interests in various streets, sidewalks and other property within the City (“Public Parcel”) and is responsible for the planning and development of land within the City in such a manner as to provide for the health, safety and welfare of the residents of the City.
- E. Grantor and the City intend that in exchange for the City’s approving the project to construct the improvements in the Easement Areas by the City (“City Approval”), the Grantor shall hold, sell, and convey the Property subject to the covenants, conditions, restrictions, reservations and easements set forth in this TSA Parking Easement and that the City shall have the right and power to enforce the covenants, conditions, restrictions, reservations or easements as provided herein.

NOW, THEREFORE, the Grantor declares, covenants and agrees, by and for itself, its heirs, executors and assigns, and all persons claiming under or through it that the Property shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied subject to the covenants and restrictions hereinafter set forth, which covenants are established expressly and exclusively for the use and benefit of the City and the Public Parcel.

AGREEMENT

ARTICLE I

GRANT AND USE OF EASEMENTS

1.1. Grant of Parking Easement. Grantor hereby grants to the City for the benefit of the general public a permanent easement for the term stated in Article VI for the operation and use of public parking facilities with appurtenant rights of access thereto, signage, public utilities and all public purposes related thereto in the area of the Property designated as the “Parking Easement Area” as described in Exhibit “B” and shown in Exhibit “C” of this TSA Parking Easement.

- (a) Grantor may redesign and reconstruct the Parking Easement Area, including in connection with a building project on the Property, provided that Grantor provides City with approximately 149 parking spaces, which

shall be consistent with the number of parking spaces provided on site plan approved by City.

1.2. Grant of Utility Easements. Grantor hereby grants to the City permanent easements for the following purposes: (i) a ____ wide access easement for utilities, (ii) a ____ sq. ft. easement for trash storage, and (iii) a ____ wide access easement to access the foregoing easements, herein collectively referred to as the “Utility Easements.” The Utility Easements shall survive termination of the parking easement, but are subject to relocation by Grantor at such time as Grantor determines to redevelop the Property. City shall pay the cost of relocation so long as Grantor has described the project to reasonably minimize City’s expense.

1.3. Limitation on Grantor’s Use of Parking Easement Area. Grantor may not take any actions to, or otherwise attempt to, reserve any of the parking spaces in the Parking Easement Area for employees, customers or invitees of the Property without the express written consent of the City, which consent may be withheld by the City in its sole discretion. The driveways and traffic aisles on the Property shall be kept clear and unobstructed at all times. No vehicles or other obstruction shall project into any such driveways or traffic aisles.

1.4. Parking Spaces to be Attributed to the Property. Notwithstanding the provisions of this Article 1, the City agrees that all parking spaces created and available for public use in the Parking Easement Area will be attributed to the Property for the purposes of satisfying any parking requirements of the City for the Property and that this TSA Parking Easement satisfied the requirement of the Suisun City Municipal Code.

1.5. Nondiscrimination. There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, or any part thereof, nor shall Grantor, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property, or any part thereof.

ARTICLE II **MAINTENANCE OF PROPERTY**

2.1 Maintenance Agreement. As further described in the Amendment (Exhibit “E”), TSA covenants and agrees for itself, its successors and assigns, and every successor in interest to the Additional Parking Area or any part thereof, that, after Closing, the TSA shall be responsible for (i) slurry sealing and restriping the TSA Parking Lots and Library Parcel Parking Area, (ii) the periodic resealing and restriping of the TSA Parking Lots and Library Parcel Parking Area, and (iii) maintain all landscaping and related irrigation in the area located between the buildings on the Property and Wigeon Way, as well as the islands within the parking lots and the parking strip along the south side of the Suisun City Fire Station. The City shall maintain the turf area west of the Natatorium.

2.2 Compliance With Ordinances. Grantor shall comply with all ordinances, regulations and standards of the City applicable to the Property. Grantor shall provide any

proposed tenants of any portion of the Property with a copy of this TSA Parking Easement and shall, prior to entering into any lease agreement, have the proposed tenant execute an affidavit agreeing to comply with the provisions of this TSA Parking Easement and acknowledging that no parking spaces are reserved to such tenants within the Parking Area Easements. All lease agreements shall be in writing and shall contain provisions that make compliance with the conditions of this TSA Parking Easement and the requirements of the City express covenants of the Lease.

ARTICLE III **INDEMNIFICATION**

3.1 Indemnification by Grantor. Grantor shall indemnify and hold the City harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person which shall occur on the Property, including the TSA Parking Lots, which shall be directly or indirectly caused by any acts done thereon or any errors or omissions of the Grantor or its agents, employees, contractors, members or guests or arising in any way in connection with Grantor's ownership of the Property and operation of the facilities thereon. Grantor shall not be responsible for (and such indemnity shall not apply to) any acts, errors, or omissions of the City, or its respective agents, servants, employees, or contractors. Grantor shall have the obligation to defend any such action; provided, however, that this obligation to defend shall not be effective if and to the extent that Grantor determines in its reasonable discretion that such action is meritorious or that the interests of the Parties justify a compromise or a settlement of such action, in which case Grantor shall compromise or settle such action in a way that fully protects City from any liability or obligation.

3.2 Indemnification by City. City shall indemnify and hold TSA harmless from and against all liability, loss, damage, costs, or expense (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person which shall occur on City's property which shall be directly or indirectly caused by any acts done thereon or any errors or omissions of the City or its agents, employees, contractors, members or guests or arising in any way in connection with City's operation of the facilities on City's property. City shall not be responsible for (and such indemnity shall not apply to) any acts, errors, or omissions of TSA, or their respective agents, servants, employees or contractors. City shall have the obligation to defend any such action; provided however, that this obligation to defend shall not be effective if and to the extent that City determines in its reasonable discretion that such action is meritorious or that the interests of the Parties justify a compromise or a settlement of such action, in which case City shall compromise or settle such action in a way that fully protects TSA from any liability or obligation.

ARTICLE IV **ENFORCEMENT**

4.1 Termination. No breach of this TSA Parking Easement shall entitle any Party to cancel, rescind or otherwise terminate this TSA Parking Easement, or excuse the performance of

such Party's obligations hereunder; provided that, however, this limitation shall not affect in any manner any other rights or remedies which the parties may have by reason of such breach.

4.2 Remedies. Notwithstanding anything contained herein to the contrary, in the event of any violation or threatened violation of any of the terms, covenants, restrictions, conditions and easements contained herein, in addition to the other remedies herein provided, the Parties hereto shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

4.3 No Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party to this TSA Parking Easement on any default shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to, or approval of, any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this TSA Parking Easement.

ARTICLE V **COVENANTS TO RUN WITH THE LAND**

5.1 Covenants Running With the Land. This TSA Parking Easement is designed to create equitable servitudes and covenants appurtenant to the Public Parcel and running with the Property. Grantor hereby declares that all of the Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the covenants, conditions, restrictions, equitable servitudes and easements, all of which are for the purposes of uniformly enhancing or protecting the value, attractiveness and desirability of the Property and the Public Parcel. The covenants, conditions, restrictions, reservations, equitable servitudes, liens, charges and easements set forth herein shall run with the Property and shall be binding upon all persons having any right, title or interest in the Property, or any part thereof, their heirs, successive owners and assigns; shall inure to the benefit of every portion of the Public Parcel and any interest therein; shall inure to the benefit of the city and its successors and assigns and successors in interest; shall be binding upon Grantor, its successors and assigns; and may be enforced by the City.

City and Grantor hereby declare their understanding and intent that the burden of the covenants set forth herein touch and concern the land because Grantor's legal interest in the Property is rendered less valuable thereby. City and Grantor hereby further declare their understanding and intent that the benefit of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Property by the citizens of the City and by furthering the health, safety and welfare of the residents of the City.

5.2 Agreement Among Grantor and City. In exchange for the City's granting of City Approval, the Grantor hereby agrees to hold, sell, and convey the Property subject to the covenants, conditions, restrictions, reservations and easements contained in this TSA Parking Easement. Grantor also grants to the City the right and power to enforce the covenants, conditions, restrictions, reservations and easements contained in this TSA Parking Easement

against the Grantor and all persons having any right, title or interest in the Property, or any part thereof, their heirs, successive owners and assigns

ARTICLE VI
TERM

Except as otherwise provided herein, the covenants, conditions and restrictions contained in this TSA Parking Easement shall remain in effect for a period of forty (40) years from the date this TSA Parking Easement was executed; provided that, however, the covenants contained in Section 1.2 shall remain in effect in perpetuity. At the expiration of said forty (40) year period, the term of this TSA Parking Easement shall be automatically renewed for successive five (5) year periods, unless a termination is otherwise mutually agreed upon.

ARTICLE VII
MISCELLANEOUS

7.1 Modification. This TSA Parking Easement may not be modified, terminated or rescinded, in whole or in part, except by a written instrument duly executed and acknowledged by the Parties hereto, their successors or assigns and duly recorded in the Office of the County Recorder, County of Solano.

7.2 Governing Law. This TSA Parking Easement shall be governed by and construed in accordance with the laws of the State of California.

7.3 Severability. The invalidity or unenforceability of any provision of this TSA Parking Easement with respect to a particular party or set of circumstances shall not in any way affect the validity and enforceability of any other provision hereof, or the same provision when implied to another party or to a different set of circumstances.

7.4 Notices. Any notice to be given under this TSA Parking Easement shall be given by personal delivery or by depositing the same in the United States Mail, certified or registered, postage prepaid, at the following address:

City: City of Suisun City
701 Civic Center Blvd.
Suisun City, CA 94585
Attn:

With Copy to: Aleshire, Wynder, LLP
18881 Von Karman Ave., Ste. 400
Irvine, CA 92612
Attn: David J. Aleshire, Esq.

Declarant: The Salvation Army
Del Oro Divisional Headquarters
3755 North Freeway Blvd.
Sacramento, California 95834
Attn:

Any notice delivered personally shall be effective upon delivery. Any notice given by mail as above provided shall be effective forty-eight (48) hours after deposit in the mails. Any party may change address for notice by giving written notice of such change to the other party.

7.5 Attorneys' Fees. In any action between the Parties seeking enforcement of any of the terms and provisions of this TSA Parking Easement, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, its reasonable costs and expenses, including attorneys' fees.

7.6 Counterparts. This TSA Parking Easement may be executed in any number of counterparts each of which shall be an original but all of which shall constitute one and the same document.

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

THIS AGREEMENT has been executed by the undersigned authorized representatives of the parties to be effective as of the date of recordation in the Office of the Solano County Recorder.

GRANTOR:

By : _____

By : _____

Name: _____

Name: _____

Title: _____

Title: _____

THE SALVATION ARMY

By : _____

ATTEST:

By : _____

DRAFT

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY
[INSERT]

DRAFT

EXHIBIT B

LEGAL DESCRIPTION OF EASEMENTS

LEGAL DESCRIPTION OF PARKING EASEMENT

[INSERT]

LEGAL DESCRIPTION OF PUBLIC UTILITY EASEMENT

DRAFT

EXHIBIT C

SITE MAP

DRAFT

EXHIBIT D

SUPPLEMENTAL AGREEMENT

DRAFT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of _____)

On _____ before me, _____ personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER _____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	_____ NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____	_____ DATE OF DOCUMENT

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of _____)

On _____ before me, _____ personally
appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could
prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL		_____
<input type="checkbox"/> CORPORATE OFFICER		TITLE OR TYPE OF DOCUMENT
_____	TITLE(S)	
<input type="checkbox"/> PARTNER(S)	<input type="checkbox"/> LIMITED	_____
	<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT		_____
<input type="checkbox"/> TRUSTEE(S)		DATE OF DOCUMENT
<input type="checkbox"/> GUARDIAN/CONSERVATOR		
<input type="checkbox"/> OTHER _____		

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CERTIFICATE OF ACCEPTANCE
(Government Code section 27281)

This is to certify that the interest in real property conveyed by that certain Parking Easement TSA Parking Easement dated _____, 2011 from:

THE SALVATION ARMY
Owner

to the **CITY OF SUISUN CITY**, is hereby accepted by order of the City Of Suisun City Council on _____, and the City hereby consents to recordation by its duly authorized officer.

Dated: _____

By: _____
Suzanne Bragdon, City Manager

AGENDA TRANSMITTAL

MEETING DATE: April 19, 2011

CITY AGENDA ITEM: Award of Contract for the Design and Preparation of Construction Documents for the Grizzly Island Trail Project:

- a. Council Adoption of Resolution No. 2011-__: Authorizing the City Manager to Execute a Professional Services Contract Agreement on behalf of the City with Riechers Spence & Associates for the preparation of construction documents for the Grizzly Island Trail Project; and
 - b. Council Adoption of Resolution No. 2011-__: Adopting the 19th Amendment to the Annual Appropriation Resolution No. 2010-53 to Appropriate Funds for the Preparation of Construction Documents for the Grizzly Island Trail Project.
-

FISCAL IMPACT: This project has no fiscal impact on the General Fund. This project is completely grant funded. Riechers Spence & Associates has submitted a proposal to complete construction documents, bid support and construction support for the Grizzly Island Trail for \$198,000. With a 10% contingency of \$19,800 for possible change orders, the total contract would be \$217,800. A budget amendment of \$218,800 is necessary to perform this work. Grant funds are available for this budget amendment.

BACKGROUND: City staff has secured funding through the Solano Transportation Authority (STA) and the State Safe Routes to School Program (SR2S) to fund the Grizzly Island Trail, with a total project cost estimated to be approximately \$2,100,000. This project would install a pedestrian/bicycle trail from Grizzly Island Road to Marina Boulevard on the south side of State Route 12 with the primary intent of this project is to provide a path connecting the Crystal Middle school area to the west with the Crescent Elementary School to the east. Currently students living in each of these areas must cross Highway 12 twice to get to their school in the other area. Student safety is a primary concern of this project, but at the same time we are building a public amenity for family fun, mini school field trips and general public viewing of the wildlife and plants of the area while also enhancing the view from the highway.

Since receiving the first grant for this project in March 2008, the City and STA have held numerous meetings with this project on the agenda, including 9 City Council Meetings and 11 STA advisory committee or board meetings. RRM Design Group was contracted in November 2009 to design and prepare the conceptual plan for this project. The conceptual plan for this project has had three stakeholder meetings and was released for public comments in April 2011. At this time, RRM has completed their contract with the City and staff is ready to move forward with the preparation of final construction documents for this project.

STAFF REPORT: A Request for Proposals (RFP) for the Preparation of Construction Documents for the Grizzly Island Trail was issued by the City on March 7, 2011, to solicit

PREPARED BY:

Alysa Majer, Management Analyst II

REVIEWED BY:

Daniel Kasperson, Building & Public Works Director

APPROVED BY:

Suzanne Bragdon, City Manager

proposals for this project. The qualified firm would provide the City with construction plans and specifications, bid support and construction support for the project. Funding for this project has a construction deadline of June 2012. In order to meet that deadline, construction documents must be completed by September 2011.

The RFP was due on March 28, 2011, and the City received nine responses. The responses were evaluated based on the criteria outlined in the RFP and short-list firms were invited for an oral interview. The oral interview included a presentation and a question-and-answer session. The firms that were short-listed and interviewed were:

Engineering Firms Interviewed

- Riechers Spence & Associates
- CSG Consulting, Inc.
- KASL Consulting Engineers
- Bellecci & Associates
- RRM Design Group

After the oral interviews, the committee selected Riechers Spence & Associates (RSA) as the most qualified firm for this project. They were chosen because of their ability and commitment to deliver the project within the specified timeline, their knowledge and experience of Caltrans, and previous experience with this type of project.

As part of this contract, RSA will make refinements and adjustments to the preliminary conceptual plan as presented to the City Council on March 29, 2011. This plan was also provided to the public for comment to which no additional comments were received. RSA's refinements will incorporate the comments received by the City Council and this refined concept plan will be brought back to the City Council before final design commences.

On April 13, 2011 The Building & Public Works Department received a letter from American Council of Engineering Companies (ACEC) stating that they had reviewed the RFP for this project and had found concerns about the process. Their letter stated in part, "State law is very clear that price is not to be used in the initial selection decision for consultant services, and certainly not as a comparison tool to weight one proposal against another." Subsequent to this letter staff has reviewed the process whereby this recommendation was made. Prior to interviews the staff committee scored each submittal with no knowledge of the cost proposal. The interviews were conducted with no questions about cost and the final recommendation of RSA was made with no consideration for the cost. Cost discussions with RSA were only entered into after the final recommendation was established. The selection criteria the City relied were solely based on factors that spoke to the qualifications and competence of the consultants who submitted proposals.

By authorizing the City Manager to enter into the professional services agreement with RSA, they will be able begin the final design of this project immediately and stay on track to complete the project within the specified grant funding.

RECOMMENDATION: It is recommended that the City Council adopt:

1. Resolution No. 2011-__: Authorizing the City Manager to Execute a Professional Services Contract Agreement on behalf of the City with Riechers Spence & Associates for the preparation of construction documents for the Grizzly Island Trail Project; and
2. Resolution No. 2011-__: Adopting the 19th Amendment to the Annual Appropriation Resolution No. 2010-53 to Appropriate Funds for the Preparation of Construction Documents for the Grizzly Island Trail Project.

ATTACHMENTS:

1. Resolution No. 2011-__: Authorizing the City Manager to Execute a Professional Services Contract Agreement on behalf of the City with Riechers Spence & Associates for the preparation of construction documents for the Grizzly Island Trail Project.
2. Resolution No. 2011-__: Adopting the 19th Amendment to the Annual Appropriation Resolution No. 2010-53 to Appropriate Funds for the Preparation of Construction Documents for the Grizzly Island Trail Project.

RESOLUTION NO. 2011-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY SUISUN CITY AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES CONTRACT AGREEMENT ON BEHALF OF THE CITY WITH RIECHERS SPENCE & ASSOCIATES FOR THE PREPARATION OF CONSTRUCTION DOCUMENTS FOR THE GRIZZLY ISLAND TRAIL PROJECT

WHEREAS, the City has received grant funding in the amount of \$2,014,000 for the Grizzly Island Trail from the State Safe Routes to School Program and Solano Transportation Authority Congestion Mitigation and Air Quality Improvement (CMAQ) funding; and

WHEREAS, the primary intent of this project is to provide a path connecting the Crystal Middle School area to the west with the Crescent Elementary School to the east but also to provide a public amenity for family fun, mini school field trips and general public viewing of the wildlife and plants of the area while also enhancing the view from the highway; and

WHEREAS, funding for this project has a construction deadline of June 2012; and

WHEREAS, RRM Design Group has completed the preliminary design and conceptual plan for the Grizzly Island Trail Project; and

WHEREAS, the City released a Request for Proposals for the Preparation of Construction Documents for the Grizzly Island Trail Project and 9 proposals were received and evaluated by the City; and

WHEREAS, City staff has conducted a selection process and have selected Riechers Spence & Associates as the best qualified firm.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City authorizes the City Manager to enter into a into a Professional Services Contract Agreement on behalf of the City with Riechers Spence & Associates for the preparation of construction documents for the Grizzly Island Trail Project for an amount not to exceed \$198,000. The City Council further authorizes the City Manager to approve changes for contingencies not to exceed 10 percent of the service contract amount (\$19,800) and to take all other actions necessary or appropriate to implement the contract.

PASSED AND ADOPTED by a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 19th of April 2011, by the following vote:

AYES: COUNCILMEMBERS _____
NOES: COUNCILMEMBERS _____
ABSTAIN: COUNCILMEMBERS _____
ABSENT: COUNCILMEMBERS _____

WITNESS my hand and the seal of the City of Suisun City this 19th of April 2011.

Linda Hobson, CMC
City Clerk

RESOLUTION NO. 2011-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
ADOPTING THE NINETEENTH AMENDMENT TO THE ANNUAL APPROPRIATION
RESOLUTION NO. 2010-53 TO APPROPRIATE FUNDS FOR THE PREPARATION OF
CONSTRUCTION DOCUMENTS FOR THE GRIZZLY ISLAND TRAIL PROJECT.**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUISUN CITY:

THAT Section 115 of Part III of the Annual Appropriation Resolution No. 2010-53 be and is hereby amended as follows:

	<u>Increase/ (Decrease)</u>
TO: BUILDING & PUBLIC WORKS DEPARTMENT	\$ 217,800
Capital Projects	
TOTAL Section 115	<u>\$ 217,800</u>

THAT account titles and numbers requiring adjustment by this Resolution are as follows:

	<u>Sources</u>	<u>Uses</u>
<u>Transportation Capital Projects Fund</u>		
Revenues:		
A/C No. 115-76950-9957 Grizzly Island/Grants-Other	\$ 217,800	\$ -
Appropriations:		
A/C No. 115-96216-9957 Grizzly Island/Capital Design	<u>\$ -</u>	<u>\$ 217,800</u>
Total Transportation Capital Projects Fund	<u>\$ 217,800</u>	<u>\$ 217,800</u>

THAT the purpose is to appropriate funds for Construction Documents for the Grizzly Island Trail project.

ADOPTED AND PASSED by the City Council of the City of Suisun City at a regular meeting thereof held on the 19th of April, 2011 by the following vote:

AYES:	COUNCILMEMBERS
NOES:	COUNCILMEMBERS
ABSENT:	COUNCILMEMBERS
ABSTAIN:	COUNCILMEMBERS

WITNESS my hand and seal of the said City this 19th day of April, 2011.

Linda Hobson, CMC
City Clerk

MINUTES

SPECIAL MEETING OF THE SUISUN CITY COUNCIL

TUESDAY, MARCH 29, 2011

5:00 P.M.

SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA

ROLL CALL

Mayor Sanchez called the City Council to order at 5:00 PM with Council Members Derting, Hudson, and Segala.

PRESENTATIONS/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

PUBLIC COMMENT

(Requests by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3 allowing 3 minutes to each speaker).

Aurelia Joven advised the the Naguilian Society would like to pay the dues for Sister Cities.

Chuck Kingeter expressed concern about student crossing by school, asked why this item was previewed in October and nothing happened since but now there is a rush, and suggested the item go to Parks and Recreation Commission to get citizen in put.

George Guynn expressed concern about a possible 18% increase in the water rates.

CONFLICT OF INTEREST NOTIFICATION

(Any items on this agenda that might be a conflict of interest to any Councilmembers / Boardmembers should be identified at this time.)

CONSENT CALENDAR

Consent calendar items requiring little or no discussion may be acted upon with one motion.

GENERAL BUSINESS

1. Council Discussion and Direction on the Grizzly Island Trail Conceptual Plan – (Kasperson).

5:05 PM – Council Member Day arrived.

Council expressed concern about placement of classroom area near residential area, width of Grizzly Island Road, material used for boardwalk, parking on Grizzly Island Road, ensuring the path does not sink, crosswalk on Grizzly Island Road at McCoy Creek should be on the south side.

George Guynn commented on lack of input from the citizens and expressed concern about skateboarders, path going into water, and suggested the Council rethink this project.

Chuck Kingeter suggested a workshop should be held regarding this project.

Council agreed basic concept of pathway was a go, expressed concern about classroom on Marina and parking on Grizzly Island Road.,

REPORTS: *(Informational items only.)*

2. City Manager

3. Mayor/Council

Council Member Derting expressed concern about Social Security office taking over the Harbor t Theater parking lot possibly restricting parking for two hours.

Council Member Day reminded everyone about the Veterans Forum on Saturday, April 2, at the Joe Nelson Community Center.

Council Member Hudson commented on the continuance of the Sister City program.

Council Member Segala stated the opening of Little League would be Saturday, April 2 at 10:00 AM.

ADJOURNMENT

There being no further business, Mayor Sanchez adjourned the City Council Meeting at 6:21 PM.

Linda Hobson, CMC
City Clerk

MINUTES

REGULAR MEETING OF THE SUISUN CITY COUNCIL, REDEVELOPMENT AGENCY AND HOUSING AUTHORITY

TUESDAY, APRIL 5, 2011

7:00 P.M.

SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA

ROLL CALL

Mayor / Chairman Sanchez called the meeting to order at 7:00 PM with Council / Board Members Day, Derting, Hudson, and Segala.

Pledge of Allegiance was led by Council Member Day.

Invocation was given by City Manager Bragdon.

PRESENTATIONS/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

1. Introduction and Swearing in of new Suisun City Police Chaplain Todd Bertani – (Dadisho).

Police Chaplain Todd Bertani was unable to attend meeting.

PUBLIC COMMENT

(Requests by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3 allowing 3 minutes to each speaker).

Chuck Kingeter suggested a citizens committee for computer e-packets and website and wants to help the City.

Richard Giddens expressed concern about blighted neighborhoods in Suisun City.

George Guynn commented on the veteran's forum that was held on Saturday and expressed concern about the number of police officers that were present.

Laura Calderon commented on Earth Day on April 23 and suggested the City provide a run, a booth, suggested a school contest for painting the façade and hoped the City would be more involved in Earth Day

CONFLICT OF INTEREST NOTIFICATION None

(Any items on this agenda that might be a conflict of interest to any Councilmembers / Boardmembers should be identified at this time.)

CONSENT CALENDAR

Consent calendar items requiring little or no discussion may be acted upon with one motion.

City Council

2. Council Adoption of Resolution No. 2011-33: Authorizing the City Manager to Record the Notice of Completion for the Republic ITS Contract for the Safe Routes to School Speed Radar Signs Project when Complete - - (Kasperson).
3. Council Adoption of Resolution No. 2011-34: Authorizing the City Manager to Enter into a Lease Agreement on the City's Behalf with Ricoh Business Solutions for the Citywide Multi-Function Copier Leasing and Maintenance Contract - (Kasperson).
4. Council Adoption of Resolution No. 2011- 35: Authorizing the City Manager to Enter into a License Agreement with Delta Ecotours for the Operation of a Tour Boat from the Suisun City Marina - (Wooden/Jessop).

Joint City Council / Redevelopment Agency / Housing Authority

5. Council/Agency/Commission Approval of the Minutes of the Regular and Special Meetings of the Suisun City Council, Redevelopment Agency Board and Housing Authority Board held on February 11, February 15, 2011, March 1, 2011, March 8, 2011, and March 22, 2011 - (Hobson).

Joint City Council / Redevelopment Agency

6. Council/Agency Approval of the February 2011 Payroll Warrants inclusive in the amount of \$702,912.31; and Council Approval of the February 2011 Payable Warrants inclusive in the amount of \$785,809.10 and Agency Approval of the February 2011 Payable Warrants inclusive in the amount of \$221,399.32 - (Finance).

Motioned by Council / Board Member Derting and seconded by Council / Board Member Day to approve the Consent Calendar. Motion carried unanimously.

GENERAL BUSINESS

City Council

7. Award Construction Contract for Landscaping Along Bikeway on Main Street - (Kasperson).
 - a. Council Adoption of Resolution No. 2011-36: Authorizing the City Manager to Enter into a Construction Contract on the City's behalf with Parker Landscape for the Landscaping along Bikeway on Main Street Project.
 - b. Council Adoption of Resolution No. 2011-37: Adopting the 18th Amendment to the Annual Appropriation Resolution No. 2010-53 to Appropriate the \$28,200 in Additional Funding for the Landscaping along Bikeway on Main Street Project.

Bill Gaither, Parks and Recreation Commission, advised the water system had been designed with bubblers and drip.

George Guynn expressed concern about spending money and the maintenance cost for this landscaping.

Chuck Kingeter complimented Parks and Recreation Commission for a job well done on the landscaping design.

Motioned by Council Member Derting and seconded by Council Segala to adopt Council Resolutions No. 2011-36 and No. 2011-37. Motion carried by the following vote:

AYES: Council Members Day, Derting, Segala, Sanchez

NOES: Council Member Hudson

8. Council Discussion and Direction for Proposed Blue Diamond Bingo Center in Suisun City – (Garben).

Bret Rios, Blue Devils Performing Arts organization, a non profit, suggested the figures of profit should be a little more conservative and explained the history of BDPA.

Claude Pelloria, Marina Shopping Center, stated the current tenants could be relocated and the Marina Center would work with current tenants so not to lose them.

Discussion was held and the Council directed staff to get police activity report for the former Fairfield Bingo Center and the Council directed staff to continue to work with the organization and proceed to amend the ordinance. Discussion was held regarding the volunteers and helping the after school programs, and benefiting the youth and education programs.

George Guynn suggested the homeowners in Victorian Harbor should be in on the discussion, compared river boat gaming and bingo, and suggested more discussion should be on this item.

9. Council Adoption of Resolution No. 2011- 38: Authorizing the City Manager to Approve the Assignment of all Contractual Rights and Obligations regarding the City's Neighborhood Stabilization Program from Mercy Housing California to Sacramento Neighborhood Housing Services – (Wooden).

Motioned by Council Member Day and seconded by Council Derting to adopt Council Resolution No. 2011-38. Motion carried unanimously.

10. Council Adoption of Resolution No. 2011-39: Supporting the Protection Bayside Communities, the Economy and the Environment from the Potential Impacts of Predicted Sea-Level Rise – (Wooden).

Eric Franchimon representing the Napa Solano Building Trades urged the Council to vote for in favor of this item.

George Guynn was in favor of this item and complimented the Council for being on the right side.

Motioned by Council Member Derting and seconded by Council Day to adopt Council Resolution No. 2011-39. Motion carried by the following vote:

AYES: Council Members Day, Derting, Segala, Hudson

ABSENT: Council Member Sanchez (Due to Conflict of Interest)

PUBLIC HEARINGS:

City Council

11. PUBLIC HEARING (Continued from March 15, 2011)

Council Consideration, Waive Reading, and Introduction of Ordinance No. ___: Amending Section 18.66.560 of Chapter 18.66 Regarding the Expiration of Use Permits through Disuse – (Wooden).

Mayor Sanchez opened the public hearing.

Gerry Raycraft representing the Childrens' Network hoped the use permit period would be extended and was in favor of this amendment.

Hearing no further comments, Mayor Sanchez closed the public hearing.

Motioned by Council Hudson and seconded by Council Derting to Introduce and Waive First Reading of Ordinance.

Council directed staff to amend ordinance to read in any case where a use permit has not been exercised or in use within two years. Add the words “or in use” after the word exercised in paragraph A.

REPORTS: (Informational items only.)

12. City Manager/Executive Director/Staff

City Manager Bragdon reported:

Tops in Blue would be performing on June 14, Flag Day and wanted to thank Base Commander Veches for this.

Reported progress on Walmart was going forward and the Regional Quality Water Board was targeting June for approval.

13. Mayor/Council -Chair/Boardmembers

Council Member Segala thanked everyone who helped with the Veteran's Forum that was held on Saturday.

Council Member Hudson reported attending the opening day for the Little League on Saturday and reported the Marina Shopping Center had a new sign.

Council Member Day thanked everyone for assisting the Veteran's Forum and said it was a very big success.

Council Member Derting commented on the parking restriction for theater being brought back to the Council and suggested staff look into the restrictions for motorhome parking.

ADJOURNMENT

There being no further business, Mayor Sanchez adjourned the Special City Council meeting at 9:16 PM.

Linda Hobson, CMC
City Clerk

AGENDA TRANSMITTAL

MEETING DATE: April 19, 2011

CITY/AGENCY AGENDA ITEM: Considering Implementation of Time Limited Parking on the City-Owned Lot Located at the Northeast Corner of Main Street and Morgan Street

Council Adoption of Resolution No. 2011-__: Authorizing the Implementation of Time Limited Parking in the City-Owned Lot Located at the Northeast Corner of Main Street and Morgan Street.

Agency Adoption of Resolution No. RA2011-__: Authorizing the Implementation of Time Limited Parking in the City-Owned Lot Located at the Northeast Corner of Main Street and Morgan Street.

FISCAL IMPACT: The cost to implement this program is estimated at \$1,250. Funding for the project would come from the Redevelopment Agency (Fund 908).

BACKGROUND: It has been well documented that parking has become a concern of businesses in the Waterfront District, specifically in the areas surrounding the block containing Harbor Square, the Lawler House and Harbor Theater. At the direction of the City Council and Agency, staff has implemented several measures in the past year or so aimed at easing the pains associated with growing demand for parking in the Waterfront District. Three vacant lots have been improved as temporary parking lots. Additionally, parts of Solano and Kellogg Streets were converted to one-way traffic, and were restriped to accommodate more on-street parking spaces. Restriping was also performed on areas along Main Street and Morgan Street to accommodate more spaces. Finally, two-hour time limits were put into place on the aforementioned streets where the restriping occurred. The aforementioned measures are illustrated in Attachment 1. As a result of these efforts, the City has created an additional 69 parking spaces over the last two years.

STAFF REPORT: At the April 5, 2011 City Council meeting, staff was directed to prepare an item for City Council consideration that would convert the parking lot located at the northwest corner of Main Street and Morgan Street from unrestricted parking to parking with a two-hour time limit from the hours of 8am to 5pm. The parking lot in question is located within an area designated as “Zone B” by staff, and has experienced an increase in demand since the Social Security Offices opened in mid-February. Based on staff parking counts performed around the lunch rush for “Zone B,” approximately 79% of spaces were occupied on average from December 1, 2010 through Feb 11, 2011. The Social Security Administration moved in to Harbor Square on February 14, 2011, which appears to be the most likely cause of an increased demand in “Zone B.” Based on staff parking counts performed around the lunch rush for the same area, on average, approximately 87% of spaces were occupied from February 14, 2011, through April 11, 2011. Attachment 2 illustrates the area comprising Zone B. Within Zone B, the parking lot in question appears to have experienced an increase in demand that is greater than that of overall Zone B.

PREPARED BY:
APPROVED BY:

Jason D. Garben, Economic Development Director
Suzanne Bragdon, City Manager

STAFF RECOMMENDATION: Staff recommends the following:

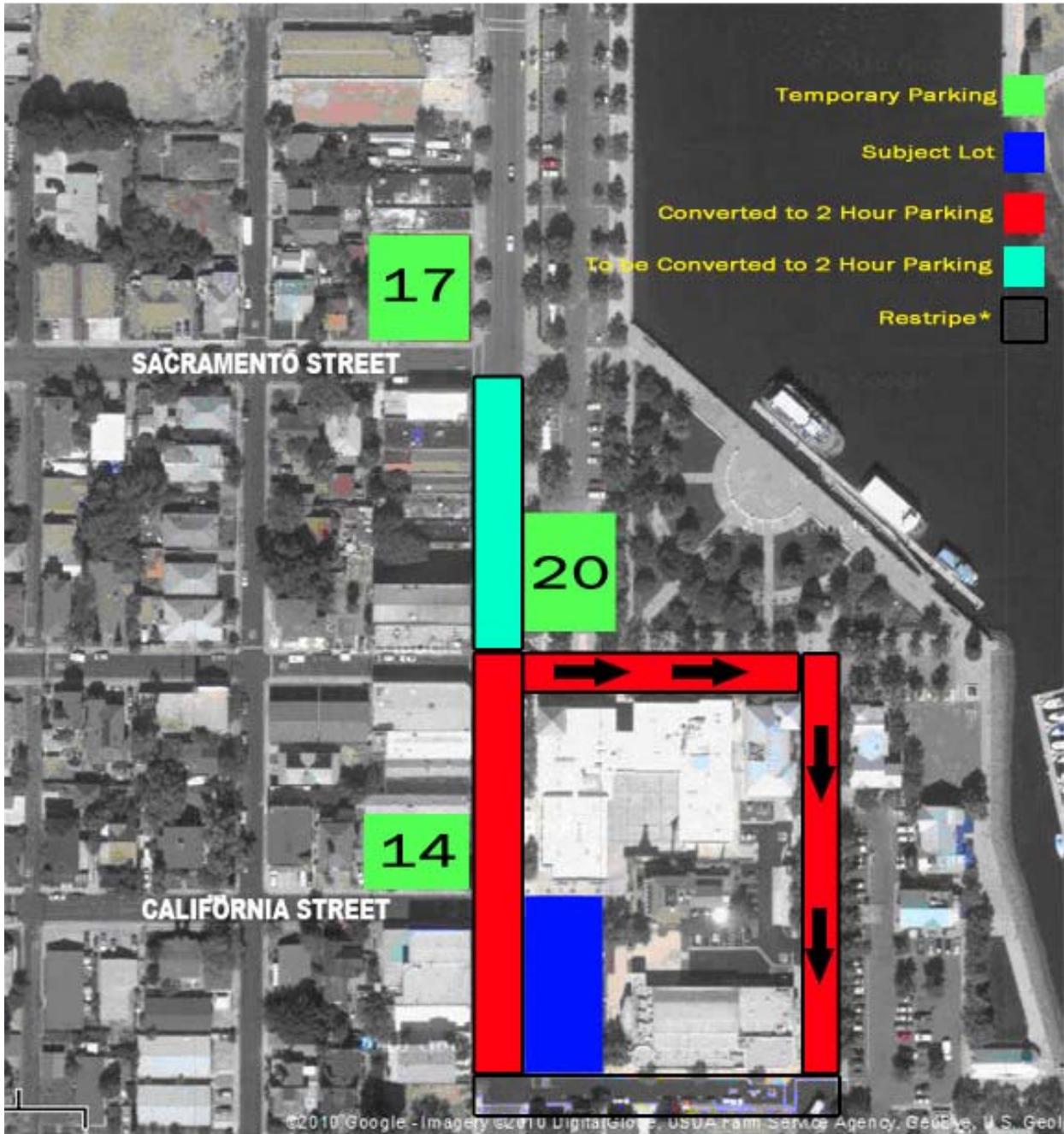
The City Council consider adopting Resolution No. 2011-__: Authorizing the Implementation of Time Limited Parking in the City Owned Lot Located at the Northeast Corner of Main Street and Morgan Street.

The Agency Board consider adopting Resolution No. RA2011-__: Authorizing the Implementation of Time Limited Parking in the City-Owned Lot Located at the Northeast Corner of Main Street and Morgan Street.

ATTACHMENTS:

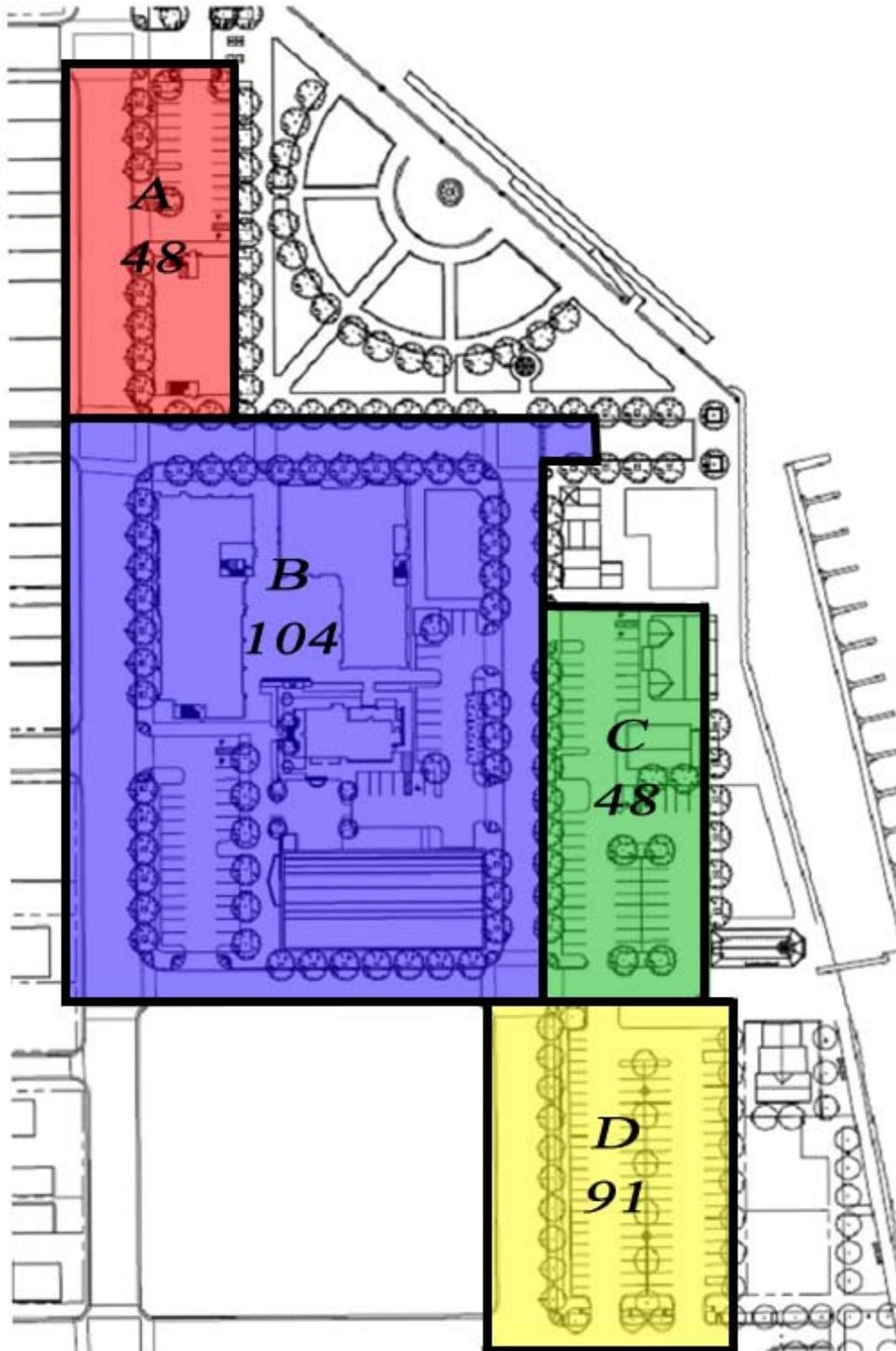
1. Location Map
2. Parking Count Zones
3. Resolution No. 2011-__: Authorizing the Implementation of Time Limited Parking in the City Owned Lot Located at the Northeast Corner of Main Street and Morgan Street.
4. Resolution No. RA2011-__: Authorizing the Implementation of Time Limited Parking in the City-Owned Lot Located at the Northeast Corner of Main Street and Morgan Street.

ATTACHMENT 1
LOCATION MAP

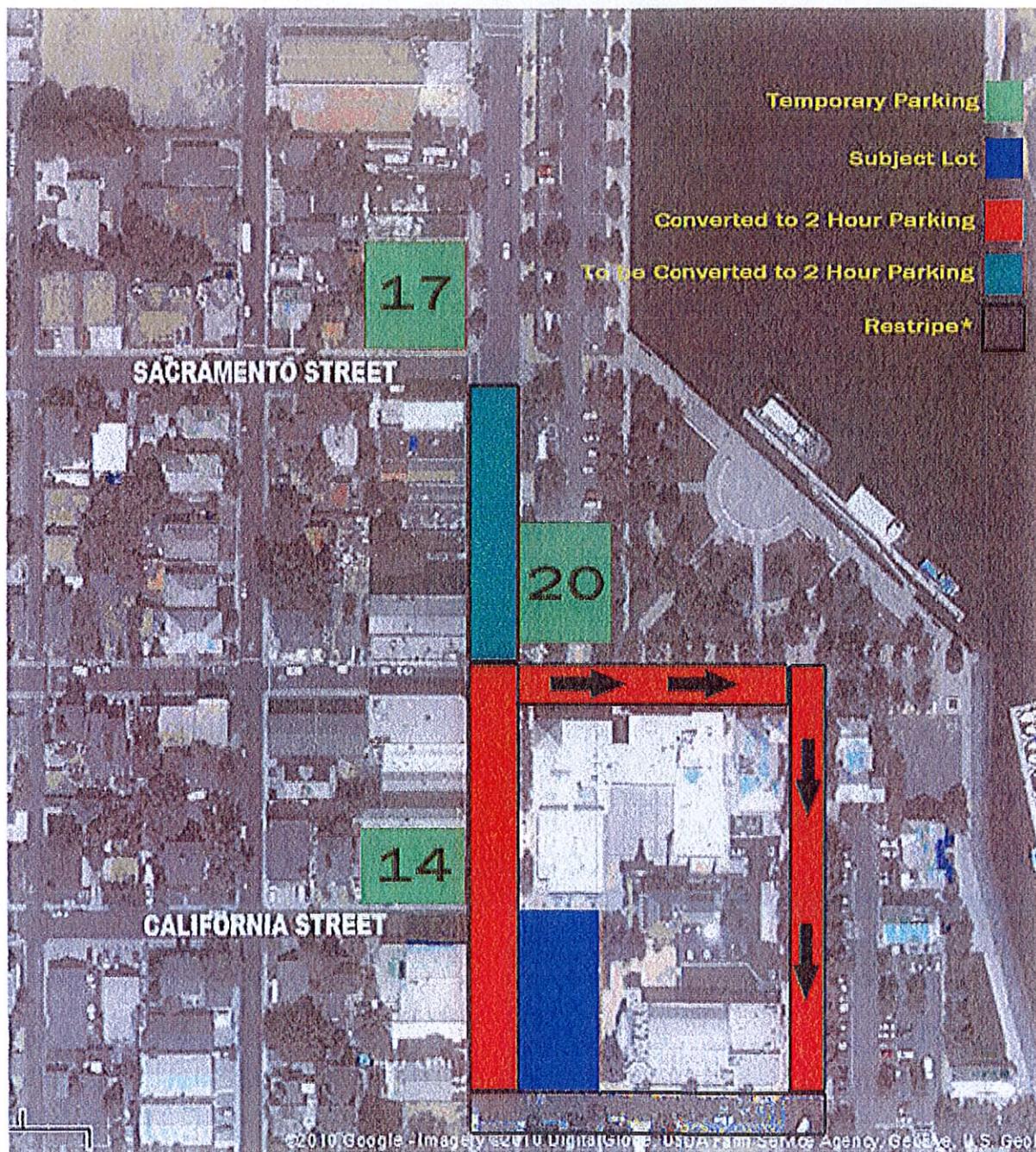


*Note: Eighteen (18) parking spaces were added as a result of restriping

ATTACHMENT 2
PARKING COUNT ZONE MAP

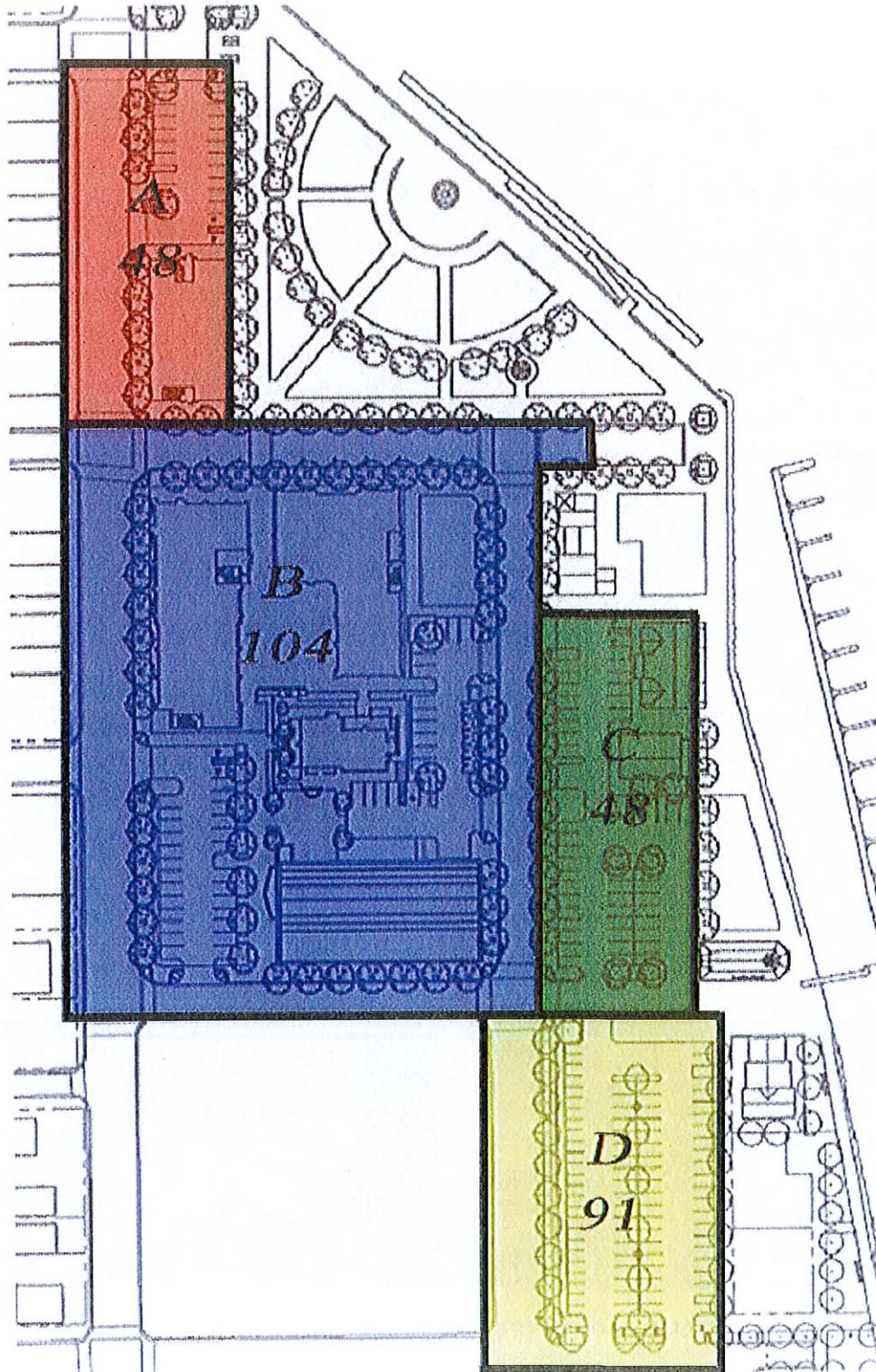


ATTACHMENT 1
LOCATION MAP



*Note: Eighteen (18) parking spaces were added as a result of restriping

ATTACHMENT 2
PARKING COUNT ZONE MAP



RESOLUTION NO. 2011-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE IMPLEMENTATION OF TIME LIMITED PARKING IN THE
CITY-OWNED LOT LOCATED AT THE NORTHEAST CORNER OF MAIN STREET
AND MORGAN STREET.**

WHEREAS, in October 2008, the City Council accepted a Downtown Parking Study (the “Study”) prepared by Wilbur Smith & Associates; and

WHEREAS, the Wilbur Smith & Associates Study provided analysis and recommendations regarding parking demand, parking supply, and parking management; and

WHEREAS, since adoption of the Study the City Council and Redevelopment Agency has been proactively seeking to implement measures to increase parking supply in the Waterfront District; and

WHEREAS, over the past approximately two years, three vacant lots have been improved as temporary parking lots, parts of Solano and Kellogg Streets were converted to one-way traffic and were restriped to accommodate more on-street parking spaces, restriping was also performed on areas along Main Street and Morgan Street to accommodate more spaces, and two-hour time limits were put into place on the aforementioned streets where the restriping occurred. As a result of these efforts, the City and Agency has created an additional 69 parking spaces over the last two years; and

WHEREAS, the City owns the parking lot located at the northwest corner of Main Street and Morgan Street (Solano County Assessors Parcel Number 0032-141-180); and

WHEREAS, City Council desires to limit parking to a two hour time limit for spaces within the above mentioned lot between the hours of 8am and 5pm (Monday through Friday).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Suisun City authorizes the implementation of two hour time limited parking between the hours of 8am and 5pm (Monday through Friday) on the city-owned lot located at the northeast corner of Main Street and Morgan Street (Solano County Assessors Parcel Number 0032-141-180).

PASSED AND ADOPTED by a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 19th of April 2011, by the following vote:

AYES: COUNCILMEMBERS _____
NOES:COUNCILMEMBERS _____
ABSTAIN: COUNCILMEMBERS _____
ABSENT: COUNCILMEMBERS _____

WITNESS my hand and the seal of the City of Suisun City this 19th of April 2009.

Linda Hobson, CMC
City Clerk

RESOLUTION NO. RA2011-__

A RESOLUTION OF THE CITY OF SUISUN CITY REDEVELOPMENT AGENCY AUTHORIZING THE IMPLEMENTATION OF TIME LIMITED PARKING IN THE CITY-OWNED LOT LOCATED AT THE NORTHEAST CORNER OF MAIN STREET AND MORGAN STREET.

WHEREAS, the City Council of the City of Suisun City (the “City Council”) adopted the Amended and Restated Redevelopment Plan for the Suisun City Redevelopment Project pursuant to Ordinance No. 572 (the “Project Area”) on July 18, 1989, which results in the allocation of taxes from the Project Area to the Suisun City Redevelopment Agency (the “Agency”) for purposes of redevelopment. The Redevelopment Plan for the Project Area was originally adopted on July 13, 1982 by the City Council pursuant to Ordinance No. 462 (Original Area). An Amended and Restated Redevelopment Plan was adopted by the City Council pursuant to Ordinance 572 on July 18, 1989 (the "Plan"); and

WHEREAS, the Agency has undertaken a number of projects to carry out the purposes of implementing the Plan, which provides the framework by which purposes of the Community Redevelopment Law can be attained through specific local projects designed to implement the Plan, eliminate blight through re-planning and developing areas that were stagnant or improperly utilized, strengthen the economic base of the Project Area, strengthen retail and other commercial functions of the Waterfront District and neighborhood commercial districts, and other associated goals.

WHEREAS, the Agency’s activities and redevelopment of the Project Area have significantly facilitated economic growth and blight elimination within the City of Suisun City, including the provision for adequate parking; and

WHEREAS, in October 2008, the City Council accepted a Downtown Parking Study (the “Study”) prepared by Wilbur Smith & Associates; and

WHEREAS, the Wilbur Smith & Associates Study provided analysis and recommendations regarding parking demand, parking supply, and parking management; and

WHEREAS, since adoption of the Study the City Council and Redevelopment Agency has been proactively seeking to implement measures to increase parking supply in the Waterfront District; and

WHEREAS, over the past approximately two years, three vacant lots have been improved as temporary parking lots, parts of Solano and Kellogg Streets were converted to one-way traffic and were restriped to accommodate more on-street parking spaces, restriping was also performed on areas along Main Street and Morgan Street to accommodate more spaces, and two-hour time limits were put into place on the aforementioned streets where the restriping occurred. As a result of these efforts, the City and Agency has created an additional 69 parking spaces over the last two years; and

WHEREAS, the City owns the parking lot located at the northwest corner of Main Street and Morgan Street (Solano County Assessors Parcel Number 0032-141-180); and

WHEREAS, the Agency and the City of Suisun City wish to cooperate with one another to bring about the redevelopment of the Project Area and accomplish various tasks set forth in the Redevelopment Plan and the Implementation Plan; and

WHEREAS, City Council and Agency Board desires to limit parking to a two hour time limit for spaces within the above mentioned lot between the hours of 8am and 5pm (Monday through Friday).

NOW, THEREFORE THE SUISUN CITY REDEVELOPMENT AGENCY DOES HEREBY RESOLVE, as follows:

Section 1. The Agency hereby finds and determines that the foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Based on the evidence in the record, the Agency hereby finds and determines, that:

(a) Creation of the time limited parking spaces are of benefit to the respective Project Area by strengthening retail and other commercial functions of the Waterfront District thereby eliminating blight; and

(b) No other reasonable means of financing the project is available to the community; and

(c) The payment of funds by the Agency for the costs related to the project is consistent with the Implementation Plan adopted pursuant to Section 33490 of the CRL.

Section 3. that the City Council of the City of Suisun City authorizes the implementation of two hour time limited parking between the hours of 8am and 5pm (Monday through Friday) on the city-owned lot located at the northeast corner of Main Street and Morgan Street (Solano County Assessors Parcel Number 0032-141-180).

PASSED AND ADOPTED at a regular meeting of the Suisun City Redevelopment Agency held on Tuesday, the 19th of April 2011, by the following vote:

AYES: BOARDMEMBERS: _____
NOES:BOARDMEMBERS: _____ **ABSTAIN:**
BOARDMEMBERS: _____
ABSENT: BOARDMEMBERS: _____

WITNESS my hand and the seal of the City of Suisun City this 19th of April, 2011.

Linda Hobson, CMC
Secretary

AGENDA TRANSMITTAL

MEETING DATE: April 19, 2011

CITY AGENDA ITEM: PUBLIC HEARING – Council Consideration, Waive Reading and Introduction of Ordinance ____: Amending Section 18.66.560 of Chapter 18.66 Regarding the Expiration of Use Permits through Disuse.

FISCAL IMPACT: No anticipated direct fiscal impact to the City.

BACKGROUND: At the April 5, 2011 meeting, a Public Hearing was conducted for council to consider text amendments to the Zoning Ordinance that would allow for the extension of Use Permits through disuse, At that time, Council directed staff to add language to the proposed Ordinance to include uses that had lapsed during the past two years, as well as uses that had not been exercised. A new public hearing has been noticed for this item.

STAFF REPORT: The ordinance has been further modified to include extensions for both Conditional Use Permits that have not been exercised and those that have had a lapse in use within the past two years, as directed by Council. As this is a material change, this item has been re-noticed for a new public hearing and introduction.

Attached is the staff report from the April 5, 2001 City Council meeting, which provides the background for this item.

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a Public Hearing; and
2. Introduce and Waive First Reading of Ordinance No. ____: Amending Section 18.66.560 of Chapter 18.66 Regarding the Expiration of Use Permits through Disuse.

ATTACHMENTS:

1. Ordinance No. 2011-____: Amending Section 18.66.560 of Chapter 18.66 Regarding the Expiration of Use Permits through Disuse.
2. Staff Report from the April 5, 2011 City Council Meeting, including applicable attachments.

PREPARED BY:
REVIEWED/APPROVED BY:

April Wooden, Community Development Director
Suzanne Bragdon, City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY, CALIFORNIA, AMENDING SECTION 18.66.560 OF CHAPTER 18.66 REGARDING THE EXPIRATION OF USE PERMITS THROUGH DISUSE

WHEREAS, the City Council of the City of Suisun City (the “City Council”) wishes to provide for a longer term for use permits prior to automatic termination for lapse or disuse; and

WHEREAS, the City Council believes that an administrative process should be created to allow extension of the period to undertake projects subject to Conditional Use Permits, but that such procedures should only be necessary during the current recession and should thereafter sunset; and

WHEREAS, the Planning Commission of the City of Suisun City, at its February 22, 2011 regular meeting, adopted a resolution recommending approval of the proposed zoning text amendment.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUISUN CITY, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council finds that the above recitals are true and correct and incorporated herein by this reference.

SECTION 2. Section 18.66.560 of Chapter 18.66 of the Suisun City Code “Expiration through disuse” is hereby amended as follows (deletions are ~~stricken through~~; additions are underlined, and the April 5, 2011 addition is double-underlined):

18.66.560 - Expiration through disuse.

A. In any case where a use permit has lapsed in use or has not been exercised within ~~one~~ two years after the date of granting thereof, then without further action by the zoning administrator or planning commission, the use permit shall be null and void, excepting that, prior to the expiration of the use permit, the applicant may apply to the Planning Director for an additional one year extension. The Planning Director shall grant the extension upon making each of the following findings:

1. There has been no substantial change in the circumstances under which the use will be operated.
2. The use permit and the conditions under which the use is operated and maintained are consistent with the Goals, Objectives, and Policies of the General Plan and the purposes of the zoning district in which the site is located.
3. The original findings supporting the approval of the use permit are still applicable.
4. The proposed project will not be detrimental to the public health, safety, or welfare of persons residing or working in, or adjacent to, the neighborhood of such use, nor detrimental to properties or improvements in the vicinity, or to the general welfare of the City.

B. The Director shall make a determination within 30 days of having received a completed application and shall inform the applicant in writing of the Director's determination. In the event the determination is adverse to the applicant, the applicant may appeal the Director's decision to the Planning Commission pursuant to Section 18.66.040.

SECTION 3. The provisions of this ordinance shall be in effect for two years following the adoption of this ordinance, and shall thereafter expire and be of no further force and effect, unless this ordinance shall be amended and extended by a duly enacted ordinance of the City Council.

SECTION 4. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause, and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 5. This ordinance shall be posted in at least three (3) public places within the City or published in a county newspaper that is circulated in the City within fifteen (15) days after its passage, there being no newspaper of general circulation printed and published within the City.

PASSED, APPROVED, AND ADOPTED as an Ordinance at a regular meeting of the City Council of the City of Suisun City, California, on this ____ day of _____ 2011.

Pete Sanchez
Mayor

CERTIFICATION

I, Linda Hobson, City Clerk of the City of Suisun City, California, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council on _____, 2011 and passed, approved, and adopted by the City Council of the City of Suisun City at a regular meeting held on the ____ day of _____ 2011 by the following vote:

AYES: Councilmembers: _____
NOES: Councilmembers: _____
ABSENT: Councilmembers: _____
ABSTAIN: Councilmembers: _____

WITNESS my hand and the seal of said City this ____ day of _____ 2011.

Linda Hobson, CMC
City Clerk

AGENDA TRANSMITTAL

MEETING DATE: April 5, 2011

CITY AGENDA ITEM: PUBLIC HEARING (Continued from March 15, 2011) – Council Consideration, Waive Reading and Introduction of Ordinance ___: Amending Section 18.66.560 of Chapter 18.66 Regarding the Expiration of Use Permits through Disuse.

FISCAL IMPACT: No anticipated direct fiscal impact to the City.

BACKGROUND: During the current recession, the State legislature, through SB1185, amended the Subdivision Map Act to extend the time periods before which a map would expire due to a necessity to preserve maps that are set to expire and cannot be exercised due to prevailing adverse economic conditions.

STAFF REPORT: City staff believes that the same type of extension should be provided for Conditional Use Permits that have not been exercised within the past two years, or have expired within the past 12 months, due to prevailing adverse economic conditions. Currently, any use permit that has not been exercised automatically becomes null and void one year following the date of approval. In the current economic climate, it is often difficult to move a project forward within such a constricted time frame. Consequently, the following text amendment to the zoning code is proposed. Staff has considered the time requirements to implement the proposed amendment and believes that it will not unduly burden staff.

At its regular meeting of February 22, 2011, the Planning Commission adopted a resolution recommending approval of the proposed zoning text amendment. That resolution assumed the need to adopt this ordinance on an Urgency basis. The City Attorney advises that this is not necessary in this case, and that this change is merely a process-oriented change that is under the City Council's purview, so the Planning Commission need not reconsider the item.

A public hearing has been noticed as required for adoption of the ordinance.

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a Public Hearing; and
 2. Introduce and Waive First Reading of Ordinance No. ___: Amending Section 18.66.560 of Chapter 18.66 Regarding the Expiration of Use Permits through Disuse.
-

ATTACHMENTS:

1. Resolution No. PC11-03: A Resolution of the City of Suisun City Planning Commission Recommending Approval of an Urgency Ordinance Amending Section 18.66.560 of Chapter 18.66 Regarding the Expiration of Use Permits through Disuse.
2. Ordinance No. 2011-___: Amending Section 18.66.560 of Chapter 18.66 Regarding the Expiration of Use Permits through Disuse.

PREPARED BY:
REVIEWED/APPROVED BY:

April Wooden, Community Development Director
Suzanne Bragdon, City Manager

RESOLUTION NO. PC11-03

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SUISUN CITY RECOMMENDING APPROVAL OF AN URGENCY ORDINANCE AMENDING SECTION 18.66.560 OF CHAPTER 18.66 REGARDING THE EXPIRATION OF USE PERMITS THROUGH DISUSE

WHEREAS, the Planning Commission of the City of Suisun City wishes to recommend that the City Council provide for a longer term for use permits prior to automatic termination for disuse; and

WHEREAS, on February 22, 2011, the Planning Commission reviewed the staff report materials, considered all testimony and arguments, if any, of all persons desiring to be heard, and considered all the facts relating to the proposed zoning text amendment at a Regular Planning Commission meeting:

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF SUISUN CITY RESOLVES AS FOLLOWS:

1. The City Council should consider a text amendment to Section 18.66.560 of Chapter 18.66 of the Suisun City Municipal Code "Expiration through disuse" to amend as follows (deletions are ~~strikethrough~~; additions are underlined):

18.66.560 - Expiration through disuse.

- A. In any case where a use permit has not been exercised within ~~one~~ two years after the date of granting thereof, then without further action by the zoning administrator or planning commission, the use permit shall be null and void, excepting that, prior to the expiration of the use permit, the applicant may apply to the Planning Director for an additional one year extension. The Planning Director shall grant the extension upon making each of the following findings:
1. There has been no substantial change in the circumstances under which the use permit will be operated.
 2. The use permit and the conditions under which the use is operated and maintained are consistent with the Goals, Objectives, and Policies of the General Plan and the purposes of the zoning district in which the site is located.
 3. The original findings supporting the approval of the use permit are still applicable.
 4. The proposed project will not be detrimental to the public health, safety, or welfare of persons residing or working in, or adjacent to, the neighborhood of

such use, nor detrimental to properties or improvements in the vicinity, or to the general welfare of the City.

B. The Director shall make a determination within 30 days of having received a completed application and shall inform the applicant in writing of the Director's determination. In the event the determination is adverse to the applicant, the applicant may appeal the Director's decision to the Planning Commission pursuant to the appeal process set forth in the zoning ordinance.

2. The City Council should consider the adoption of the ordinance as an urgency ordinance since this Ordinance is necessary for the immediate preservation of the public peace, health, and safety, as those terms are defined in California Government Code Section 36937(b) in that it will preserve the use permits that are set to expire and that cannot be exercised presently due to prevailing adverse economic conditions.

The foregoing motion was made by Commissioner Adeva and seconded by Commissioner Ramos and carried by the following vote:

AYES: Commissioners: Adeva, Clemente, Harris, Holzwarth, Mirador, Ramos, Wade
NOES: Commissioners: None
ABSENT: Commissioners: None
ABSTAIN: Commissioners: None

WITNESS my hand and the seal of said City this 22nd day of February 2011



Anita Skinner
Commission Secretary

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY,
CALIFORNIA, AMENDING SECTION 18.66.560 OF CHAPTER 18.66 REGARDING
THE EXPIRATION OF USE PERMITS THROUGH DISUSE**

WHEREAS, the City Council of the City of Suisun City (the “City Council”) wishes to provide for a longer term for use permits prior to automatic termination for disuse; and

WHEREAS, the City Council believes that an administrative process should be created to allow extension of the period to undertake projects subject to Conditional Use Permits, but that such procedures should only be necessary during the current recession and should thereafter sunset; and

WHEREAS, the Planning Commission of the City of Suisun City, at its February 22, 2011 regular meeting, adopted a resolution recommending approval of the proposed zoning text amendment.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUISUN CITY,
CALIFORNIA, DOES ORDAIN AS FOLLOWS:**

SECTION 1. The City Council finds that the above recitals are true and correct and incorporated herein by this reference.

SECTION 2. Section 18.66.560 of Chapter 18.66 of the Suisun City Code “Expiration through disuse” is hereby amended as follows (deletions are ~~stricken through~~; additions are underlined):

18.66.560 - Expiration through disuse.

A. In any case where a use permit has not been exercised within ~~one~~ two years after the date of granting thereof, then without further action by the zoning administrator or planning commission, the use permit shall be null and void, excepting that, prior to the expiration of the use permit, the applicant may apply to the Planning Director for an additional one year extension. The Planning Director shall grant the extension upon making each of the following findings:

1. There has been no substantial change in the circumstances under which the use will be operated.
2. The use permit and the conditions under which the use is operated and maintained are consistent with the Goals, Objectives, and Policies of the General Plan and the purposes of the zoning district in which the site is located.
3. The original findings supporting the approval of the use permit are still applicable.

4. The proposed project will not be detrimental to the public health, safety, or welfare of persons residing or working in, or adjacent to, the neighborhood of such use, nor detrimental to properties or improvements in the vicinity, or to the general welfare of the City.
- B. The Director shall make a determination within 30 days of having received a completed application and shall inform the applicant in writing of the Director's determination. In the event the determination is adverse to the applicant, the applicant may appeal the Director's decision to the Planning Commission pursuant to Section 18.66.040.

SECTION 3. The provisions of this ordinance shall be in effect for two years following the adoption of this ordinance, and shall thereafter expire and be of no further force and effect, unless this ordinance shall be amended and extended by a duly enacted ordinance of the City Council.

SECTION 4. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause, and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 5. This ordinance shall be posted in at least three (3) public places within the City or published in a county newspaper that is circulated in the City within fifteen (15) days after its passage, there being no newspaper of general circulation printed and published within the City.

PASSED, APPROVED, and ADOPTED this ____ day of _____, 2011.

PETE SANCHEZ
MAYOR

ATTEST:

LINDA HOBSON, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF SOLANO) ss.
CITY OF SUISUN CITY)

I, LINDA HOBSON, City Clerk of the City of Suisun City, California, do hereby certify that the foregoing Ordinance No. _____ was adopted by the City Council of the City of Suisun City at a special meeting held on the ___ day of _____, 2011 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

LINDA HOBSON, CITY CLERK