



AGENDA

CITY OF SEASIDE
CITY COUNCIL/SUCCESSOR
AGENCY TO REDEVELOPMENT
AGENCY OF THE CITY OF SEASIDE
/PARKING AUTHORITY

JOINT SPECIAL MEETING
Council Chamber
440 Harcourt Avenue
Thursday, October 20, 2016
5:30 PM

PLEASE TURN OFF YOUR CELL PHONES UPON ENTERING THE MEETING

1. **CALL TO ORDER**

Ralph Rubio	Mayor/Chair
Ian N. Oglesby	Mayor Pro Tem/Vice Chair
Dennis Alexander	Council/Agency Member
Jason Campbell	Council/Agency Member
David R. Pacheco	Council/Agency Member

2. **PLEDGE OF ALLEGIANCE**

3. **PUBLIC COMMENTS**

Members of the public wishing to address the City Council on matters within the jurisdiction of the City of Seaside, but not on this agenda, may do so during the Public Comment period for up to three minutes. Public Comments on specific agenda items are heard under that item. For the public record, please state your name.

4. **CLOSED SESSION**

A. **PURSUANT TO GOVERNMENT CODE 54957.6 - CONFERENCE WITH LABOR NEGOTIATORS**

Agency Negotiators: Craig Malin, City Manager; Roberta Greathouse, Human Resources Director; Lisa Saldana, Financial Services Manager, Donna Williamson, Labor Negotiator

Employee Organizations:

1. Seaside Police Officers' Association
2. Seaside Public Safety Managers' Association
3. Seaside City Employees' Association
4. Seaside Managers and Supervisory Employees' Association
5. Confidential Employees
6. Executive Managers

5. **CONSENT AGENDA**

A. APPROVAL OF MINUTES FROM OCTOBER 6, 2016

B. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

PURPOSE: It is requested that the Successor Agency Board approve and file the accounts payable and wired payments made during the period of September 27, 2016 through October 10, 2016. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of September 29, 2016 is requested. Total Accounts Payable and Payroll for the above referenced period is \$3,912.81.

RECOMMENDATION: It is recommended that the Successor Agency Board approve and file the attached checks.

C. AUTHORIZATION FOR THE RETAIL SALE OF CHRISTMAS TREES BY HOME DEPOT ON A PORTION OF THE LAGUNA GRANDE SHOPPING CENTER PARKING LOT OWNED BY THE PARKING AUTHORITY.

PURPOSE: Approval of a request from Home Depot to use a portion of the Parking Authority-owned parking lot adjacent to the Home Depot Garden Center for its seasonal sales of Christmas Trees during the month of November and December 2016.

RECOMMENDATION: It is recommended that the City Council and Parking Authority Board approve this request and authorize the Executive Director of the Parking Authority to execute a License Agreement (Attachment 1) with Home Depot to authorize the use of Parking Authority-owned property for a “Christmas Tree” seasonal sales lot.

6. ADJOURNMENT

Next Regularly Scheduled Meeting:
November 3, 2016
Seaside City Hall
5:30 PM

The City of Seaside is an ADA accessible facility and is committed to include the disabled in all of its services, programs and activities. Any person who requires accommodation to be able to participate in this meeting is asked to contact the office of the City Clerk at 899-6707, no fewer than two business days prior to the meeting to allow for reasonable arrangements. The City Council Chambers is equipped with a portable microphone for anyone unable to come to the podium. Assisted listening devices are also available.

Meetings that are held in the City Council Chambers are broadcast live to all Seaside residents on Comcast Channel 25 and U-verse Channel 99. Meetings are also available through live streaming at: <http://cvp.telvue.com/player?id=T01629&video=52314&noplaylists=1&width=400&height=300> Videos of past meetings are available on demand through the City's website: <http://www.ci.seaside.ca.us>

Agenda-related writings or documents provided during public meetings are available for public inspection during the meeting or from the office of the City Clerk. This agenda is posted in compliance with California Government Code Section 54954.2(a) or Section 54956.



DRAFT MINUTES

CITY OF SEASIDE
CITY COUNCIL/ SUCCESSOR
AGENCY TO THE
REDEVELOPMENT AGENCY

JOINT SPECIAL MEETING
COUNCIL CHAMBER
Thursday, October 6, 2016
5:30 PM

1. **CALL TO ORDER**

Mayor Rubio called the meeting to order at 5:30 PM.

CITY COUNCIL/SUCCESSOR AGENCY TO REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE

Present: Campbell, Oglesby, Pacheco, Rubio
Absent: Alexander

2. **PLEDGE OF ALLEGIANCE**

3. **PUBLIC COMMENTS**

Mayor Rubio invited comments from the public and had no requests to speak.

4. **CLOSED SESSION**

The City Council adjourned to closed session at 5:33 PM.

A. **PURSUANT TO GOVERNMENT CODE 54957.6 - CONFERENCE WITH LABOR NEGOTIATORS**

The City Council reconvened to open session at 5:47 PM.

City Attorney Freeman indicated that only three labor negotiations were discussed; the POA, PSMA and City Employee Association. The City Council received and update on the status of negotiation

5. **CONSENT AGENDA**

On motion by Mayor Pro Tem Oglesby and seconded by Council Member Dave Pacheco and passed by the following vote the City Council approved the Consent Agenda as presented.

RESULT:	Approved
MOVER:	Mayor Pro Tem Ian Oglesby
SECONDER:	Council Member Dave Pacheco
AYES:	Ralph Rubio, Jason Campbell, Ian Oglesby, Dave Pacheco
NOES:	Dennis Alexander

A. **APPROVAL OF MINUTES FROM SEPTEMBER 15, 2016**

Action: Approved

B. **APPROVE AND FILE SUCCESSOR AGENCY CHECKS**

Action: Accepted & Filed

C. REVIEW AND ADOPT A RESOLUTION APPROVING THE 2015-2016 AND THE 2016-2017 INVESTMENT POLICY FOR THE CITY OF SEASIDE AND THE SUCCESSOR AGENCY

Action: Approved & Adopted Resolution 16-06

6. PRESENTATION

A. PRESENTATION ON THE CITY'S SUCCESSFUL COMPLETION OF THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY'S PERFORMANCE IMPROVEMENT PLAN

Deputy City manager Administrative Services Hodgson reported that the City of Seaside has successfully completed its performance improvement plan as 95% of the projects that were requested have been completed. These actions were requested as a way to reduce the liability of the City by cleaning up our policies and performing other risk reducing actions. Roy Angel, the Regional Risk Manager was present and further explained the purpose and process of the PIP and congratulated the City on its successful completion.

B. PRESENTATION ON THE USE OF CAREER PIPELINES TO ADDRESS RECRUITMENT CHALLENGES FOR LAW ENFORCEMENT

Police Chief Myers provided a presentation addressing law enforcement recruitment challenges. She outlined the prevalence throughout the state and at all levels of law enforcement and explained the POST selection process for applying for law enforcement positions and the key character elements that will lead to a successful law enforcement career. She noted that these traits are highly desirable in many other career fields. Chief Myers explained the public safety pipeline project which is the development of an awareness programs in the elementary schools, a structured program that promotes academics, physical fitness and character in middle school and a formal public safety cadet academy in High Schools. The goal is for youth to succeed in school, the workplace and live happy, worthy and fulfilling lives.

The preliminary results of a successful academy is that it promotes a safer school environment and may be leading to a reduced crime rate. Going forward, Staff is working to address this regionally and are determining other partnerships with Monterey, Marina and MPUSD. Chief Myers explained the public safety academy that is being planned at Seaside High School, which is a cadet program vs a training program. The POST program takes the concepts of the cadet program, but is an academic basing pillar program for being successful in life and professional careers not exclusive to law enforcement. Council Member Campbell spoke in support of the idea as it is academically oriented. He clarified that it would potentially be run through MPUSD.

7. ADJOURNMENT

On motion, the meeting was adjourned at 6:32 PM.

Respectfully submitted,

Lesley Milton-Rerig, City Clerk

Ralph Rubio, Mayor



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 5.B.

TO: Successor Agency to the Redevelopment Agency of the City of Seaside

FROM: Craig Malin, Executive Director

BY: Daphne Hodgson, Deputy City Manager Administrative Services
Krista Oberholtzer, Accounting

DATE: October 20, 2016

SUBJECT: APPROVE AND FILE SUCCESSOR AGENCY CHECKS

PURPOSE

It is requested that the Successor Agency Board approve and file the accounts payable and wired payments made during the period of September 27, 2016 through October 10, 2016. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of September 29, 2016 is requested. Total Accounts Payable and Payroll for the above referenced period is \$3,912.81.

RECOMMENDATION

It is recommended that the Successor Agency Board approve and file the attached checks.

BACKGROUND

In accordance with Government Code Section 37208, at each Agency meeting the Board is provided a listing of the payroll and general checks issued since the last report so that it can inspect and confirm these checks. Each purchase has been reviewed and approved by the department making the purchase at the time of procurement. The invoice has been reviewed by the Finance Department prior to payment to ensure that it conforms to the approved budget.

Therefore, in accordance with Government Code Section 37208, I hereby certify that the above referenced, and linked, list of checks conforms to the approved budget and has been paid. These checks are hereby submitted to the Agency Board for inspection and confirmation.

There were no checks that exceeded \$10,000 between September 27, 2016 and October 10, 2016 for Successor Agency related expenses.

The Checks report is available on the City's Website here:

<http://www.ci.seaside.ca.us/194/Check-Draft-Register>

FISCAL IMPACT

The listed checks have been budgeted and paid from the various funds, as appropriate.

ATTACHMENTS

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 5.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Medina, Senior Planner

DATE: October 20, 2016

SUBJECT: AUTHORIZATION FOR THE RETAIL SALE OF CHRISTMAS TREES BY HOME DEPOT ON A PORTION OF THE LAGUNA GRANDE SHOPPING CENTER PARKING LOT OWNED BY THE PARKING AUTHORITY.

PURPOSE

Approval of a request from Home Depot to use a portion of the Parking Authority-owned parking lot adjacent to the Home Depot Garden Center for its seasonal sales of Christmas Trees during the month of November and December 2016.

RECOMMENDATION

It is recommended that the City Council and Parking Authority Board approve this request and authorize the Executive Director of the Parking Authority to execute a License Agreement (Attachment 1) with Home Depot to authorize the use of Parking Authority-owned property for a "Christmas Tree" seasonal sales lot.

BACKGROUND

Home Depot requests approval for a seasonal sales lot for the retail sale of Christmas trees from November 25, 2016 through December 24, 2016 on a portion of the parking lot; a portion of which is owned by the Parking Authority as shown on Attachment 2. Site plan of the Christmas tree sales area is provided as Attachment 3. Set-up and breakdown of the event would occur between November 19 and November 23, 2016 and December 26 and December 30, 2016, respectively. The sales lot will be closed and re-established as a parking lot upon sale of all trees but in no event later than January 2, 2017. Any remaining unsold trees will be recycled and all ancillary equipment and trash will be disposed of by the operators of the sales lot.

Annually, since 2002, the Parking Authority has authorized Home Depot to sell Christmas trees at this location. The City has not received any complaints regarding this activity at the proposed

location in past years. In total, sixteen (16) parking spaces adjacent to the Garden Center would be used for the sales and storage of Christmas trees.

Additionally, three existing standard parking spaces would be used for interim accessible parking stalls to replace the three existing accessible parking stalls that are located within the proposed Christmas Tree sales area.

The sale hours are consistent with Home Depot's hours of operation: 6 AM to 10 PM daily. Prior to receiving a Certificate of Occupancy to begin selling Christmas trees, Home Depot would be responsible for providing the required Certificate of Insurance naming the City of Seaside as additional insured for \$2,000,000.00 per occurrence and \$4,000,000.00 as an aggregate minimum.

FISCAL IMPACT

There is no anticipated fiscal impact to the Parking Authority associated with this License Agreement.

ATTACHMENTS

1. Attachment 1 - License Agreement
 2. Attachment 2 - Location Map
 3. Attachment 3 - Site Plan
 4. Attachment 4 - Site Photographs
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Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

LICENSE AGREEMENT

THIS AGREEMENT is entered into this 20th day of October, 2016, by and between the **PARKING AUTHORITY OF THE CITY OF SEASIDE**, a municipal corporation, hereinafter referred to as “Parking Authority,” and **CITY OF SEASIDE**, hereinafter referred to as “City,” and **HOME DEPOT**, hereinafter referred to as “Tenant.”

1. PREMISES

The Parking Authority and City authorizes the Tenant to use the land known as Assessor’s Parcel Number 011-561-013, shown on the attached site plan and located within the Laguna Grande Shopping Center adjacent to the Home Depot property at 1590 Canyon Del Rey Boulevard.

2. TERM OF AGREEMENT

The parties hereto agree that the Tenant shall have exclusive use of the premises herein described from November 19, 2016 to January 2, 2017 with retail sales activity limited to the period from November 25, 2016 to December 24, 2016.

3. INSURANCE

The Tenant shall procure and maintain, at its own cost and expense, an insurance policy acceptable to the Parking Authority and City, naming Parking Authority and the City as insured thereunder, in the minimum amount of two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) as an aggregate, insuring the Tenant and Parking Authority and the City against any and all liabilities arising from the use of the premises as set forth in this Agreement. The Tenant shall provide the Parking Authority and City with a certificate of insurance reflecting the terms of this Paragraph. The Tenant shall maintain said insurance in full force and effect throughout the entire term of this Agreement.

4. INDEMNITY

In consideration of the License Agreement issued by the Parking Authority and the City to allow the tenant to use a portion of the Laguna Grand Shopping Center Parking Lot owned by the Parking Authority for the sales of Christmas Trees, the tenant hereby agrees to defend, indemnify, and hold harmless the Parking Authority, the City, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs including litigation costs and attorney’s fees from every cause, including but not limited to injury to person(s) or property or wrongful death arising directly or indirectly out of any act or omission of the tenant or its agents, officers, and employees or volunteers resulting or alleged to have resulted, directly or indirectly, wholly or partially, from the tenant’s aforementioned use of the property. In addition, the tenant agrees to waive subrogation rights for any Workers’ Compensation related injuries. The Parking Authority and the City make no warranty as to the suitability of the

property for the aforementioned use of the property. Therefore, the tenant has a duty to inspect the site for potential hazards; correct any hazards discovered and warn participants of any potential for hazards.

5. CONDITIONS OF RENTAL

Rental of said premise is subject to the following terms and conditions:

- (a) Approval of a Limited Term Permit by the Zoning Administrator is required prior to the set-up, delivery and/or sale of Christmas trees.
- (b) Christmas tree delivery and sales shall be set-up and occur in a manner consistent with the site plan received by the City of Seaside Resource Management Department – Planning Division on October 1, 2016.
- (c) All temporary signs, banners, fencing and other materials used in connection with the Christmas tree sales are required to comply with City regulations. All temporary signs shall first receive approval by the Seaside Planning Division for the installation of a temporary sign.
- (d) Any and all tents used in conjunction with this use shall be fire-rated to the satisfaction of the City's Fire Department.
- (e) The existing fire exit on the east side of the Home Depot building shall be labeled as "Fire Exit, Do Not Block" and shall provide unimpeded access from the fire exit to beyond the designated sales area.
- (f) All main travel lanes as shown on the approved site plan must be clear to allow through traffic through the parking lot.
- (g) The subject property shall be cleared of all litter and Christmas tree refuse materials at least once a day throughout the approved event. The subject property shall be completely cleared of litter and ancillary equipment at the end of the event.
- (h) The applicant shall be responsible for preventing any debris associated with pine needles and sawdust from tree trimming and the loading and unloading of Christmas trees into vehicles from entering the City's storm drain system.
- (i) In the event the site is not cleared of litter and debris as required, the City Public Works staff will notify the applicant of noncompliance; if the applicant fails to remove the litter and debris in accordance with the deadlines specified in the notice of noncompliance, the City will complete the required maintenance and the Tenant will be responsible for all costs that would include City staff time and materials required for abatement.

- (j) The tenant shall provide temporary fencing to protect the existing planter islands from damage. The fencing is required to be installed prior to delivery or sales activities; temporary fencing is required to be removed upon cessation of tree sales, or no later than January 2, 2017, which ever occurs first.
- (k) The tenant shall schedule inspection with the City of Seaside Resource Management Services Department showing the placement of the proposed temporary fencing prior to installing the fence.
- (l) The temporary fencing shall not damage any City facilities or paving. The tenant shall obtain a City Encroachment Permit from the Public Works Department - Engineering Division prior to installation of any fencing that encroaches into the public right-of-way.
- (m) The tenant shall install reflectors on 5-foot centers, 3 feet above the pavement, on the temporary fencing facing vehicles on the westerly and southerly sides of the tree lot for traffic visibility
- (n) Prior to beginning Christmas tree sales, the tenant must receive approval of a final inspection with both the City Chief Building Official and Fire Marshall; and, relocate the three (3) accessible parking stalls to location designated sales on the project site plan, with appropriate temporary accessible parking signage put in place
- (o) Prior to installation of any temporary lights, the tenant shall obtain approval of any and all required building permits, including electrical permits, prior to installation.
- (p) This permit may be revoked by the Parking Authority or the City at any time for violation of any of the terms or conditions of this permit by the tenant, its agents, or representatives.
- (q) For purposes of compliance, the tenant, its agents or representatives agree not to deny or impede access to the subject property by Parking Authority or City employees in the performance of their duties.
- (r) No sale of Christmas trees shall occur until the tenant has provided proof of the insurance policy and the indemnification agreement as required in this License Agreement.

6. UTILITIES

The Tenant shall be solely responsible for all utilities furnished to said premises.

7. RESPONSIBILITY FOR PREMISES

The tenant shall quit and surrender the premises following termination of use under this Agreement in as good a state and condition as they were at the commencement of such use, reasonable wear and tear thereof and damages by the elements accepted. The tenant also agrees that if said premises are damaged during the terms of this Agreement, by the act, default, or negligence of the tenant, its officers, agents, employees, guests, patrons, or any person or persons permitted onto said premises by the tenant, the tenant shall pay to the Parking Authority upon demand such sum as shall be necessary to restore said premises to the condition they were in at the commencement of use pursuant to this Agreement.

8. COMPLIANCE WITH LAWS

The tenant shall comply with all laws, statutes, ordinances, rules or regulations of the United States, the State of California, the City of Seaside and the Parking Authority of the City of Seaside and any department or agency thereof, including such regulations now in force or to be established pertaining to the use of the premises.

9. SUBLETTING, ASSIGNMENT

The tenant shall not sublease the whole or any part of the premises, not assign, hypothecate, or mortgage any or all of its rights hereunder.

10. TERMINATION

The Parking Authority and the tenant specifically agree that any default by the tenant shall be an immediate breach and the Parking Authority shall have an immediate right to terminate this Agreement upon twenty-four (24) hours written notice to the tenant.

11. NOTICE

All notice herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given and fully received when made in writing and deposited in the United States mail, certified postage prepaid, and addressed to the respective parties as follows, or personally served on:

Parking Authority of
The City of Seaside
Attn: Executive Director
440 Harcourt Avenue
Seaside, CA 93955

Home Depot
Attn: Store Manager
1590 Canyon Del Rey Boulevard
Seaside, CA 93955

12. LEGAL ACTION

Should either party to this Agreement bring legal action against the other, the case shall be handled in Monterey County, California, and the party prevailing in such action shall be entitled to a reasonable attorney's fees which shall be fixed by the judge hearing the case and such fee shall be included in the judgment, together with all costs.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the tenant and the Parking Authority and the City. No term, provision or condition of this Agreement may be altered or amended, nor may any term, provision or condition be added to this Agreement, except by a written amendment be executed by both the tenant and Parking Authority.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the 20th day of October, 2016.

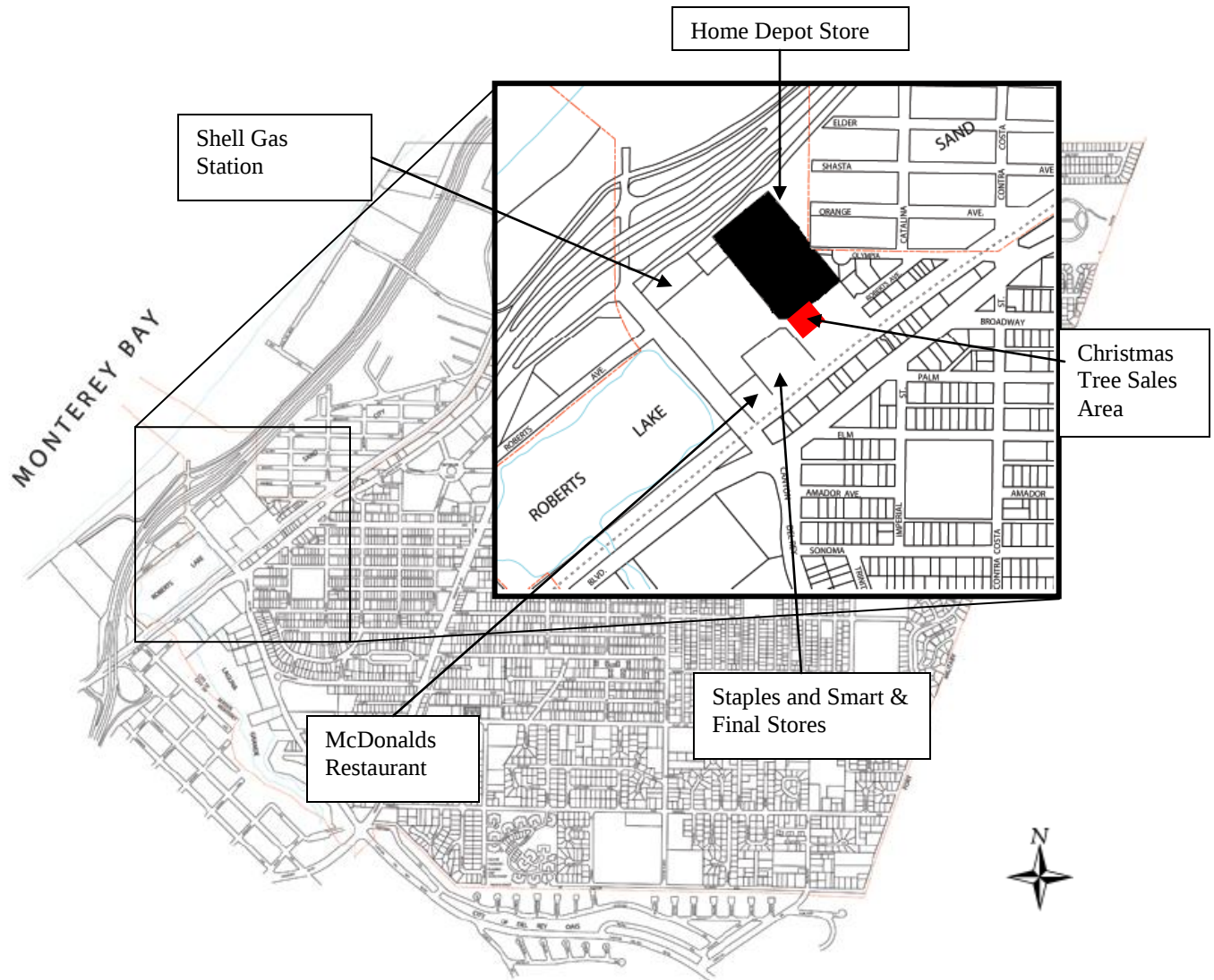
**PARKING AUTHORITY OF THE
CITY OF SEASIDE ("Parking Authority")**

HOME DEPOT ("Tenant")

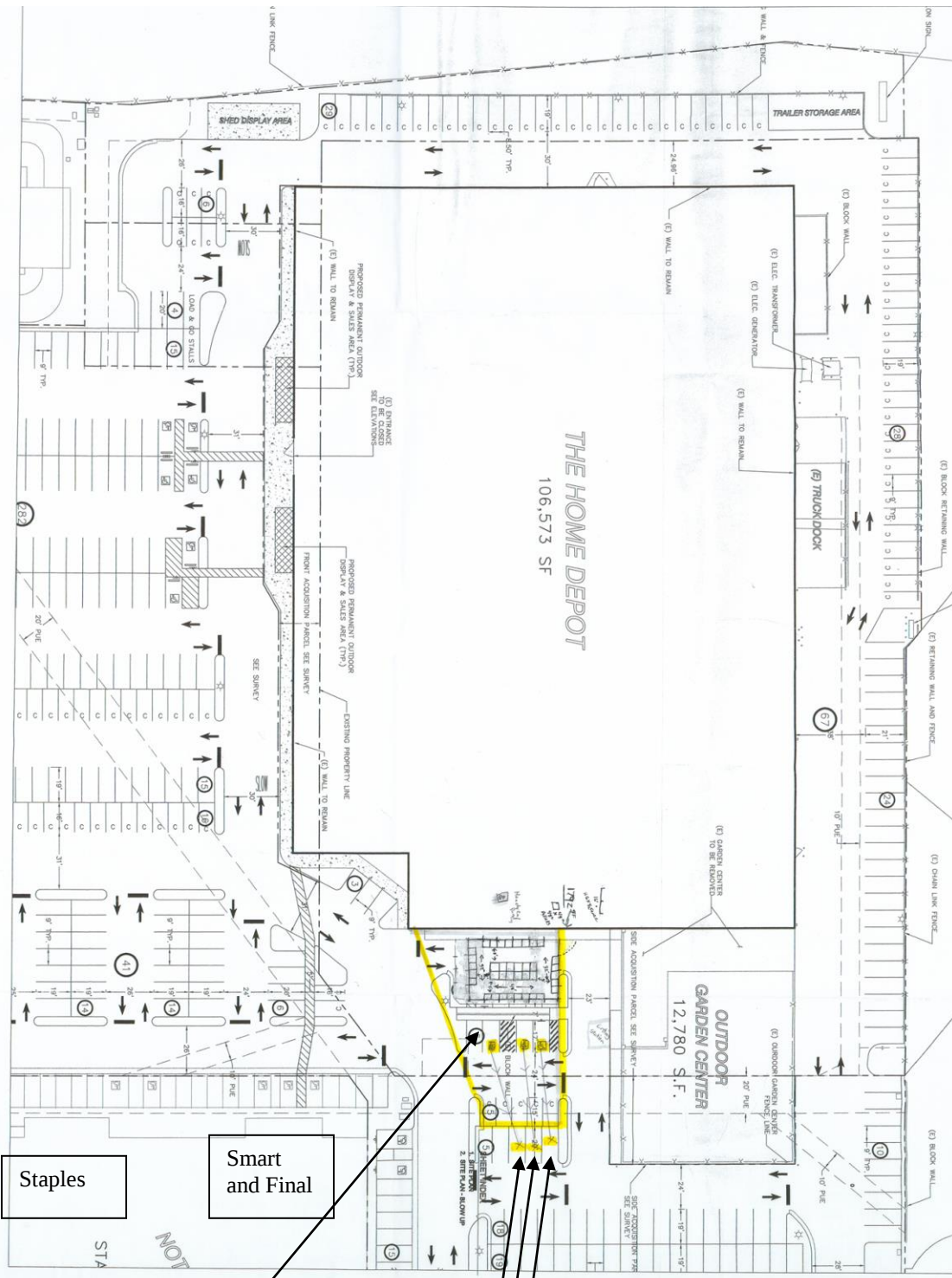
Craig Malin, Executive Director

Home Depot Representative

LOCATION MAP



SITE PLAN



Christmas Tree Sales Area -

Interim Accessible Parking Stalls

SITE PHOTOS



View of "Christmas Tree" Sales Area from Main Parking Lot Looking North



View of "Christmas Tree" Sales Area from Rear Parking Lot Looking West