



A G E N D A

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

JOINT SPECIAL MEETING
Council Chamber
440 Harcourt Avenue
Thursday, April 20, 2017
5:30 PM

PLEASE TURN OFF YOUR CELL PHONES UPON ENTERING THE MEETING

1. **CALL TO ORDER**

Ralph Rubio	Mayor/Chair
Dennis Alexander	Mayor Pro Tem/Vice Chair
Jason Campbell	Council/Agency Member
David R. Pacheco	Council/Agency Member
Kayla Jones	Council/Agency Member

2. **PLEDGE OF ALLEGIANCE**

3. **PUBLIC COMMENT**

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. **PRESENTATIONS**

A. **PRESENTATION FROM SHARED HOPE INTERNATIONAL**

PURPOSE: Receive presentation from representative Beth Edmonds from Shared Hope International program.

RECOMMENDATION: That the presentation is received and the City Council ask questions as appropriate.

5. **CLOSED SESSION**

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

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

Employee Organizations:

1. Seaside Police Officers' Association
2. Seaside Managers and Supervisory Employees' Association
3. Seaside Firefighters' Association
4. Seaside Public Safety Managers' Association

**B. CLOSED SESSION CONFERENCE WITH LEGAL COUNSEL - EXISTING
LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9**

1. Keep Fort Ord Wild VS. City of Seaside Case Number 16Cv003795
2. LandWatch Monterey County VS. City of Seaside (Real Party: Monterey Downs, LLC) Case Number 16CV003793

6. CONSENT AGENDA

A. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

PURPOSE: It is requested that the Agency Board approve and file the accounts payable and wired payments made during the period of March 25, 2017 through April 7, 2017. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of March 30, 2017 is requested. Total Accounts Payable and Payroll for the above referenced period is \$3,484.93.

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

B. APPROVE THE MINUTES OF APRIL 6, 2017

PURPOSE: To review and approve the minutes from April 6, 2017

RECOMMENDATION: That the minutes be reviewed and approved.

7. BUSINESS ITEMS

A. AUTHORIZATION FOR THE USE OF PARCELS FOR FIREWORKS STANDS OWNED BY THE SEASIDE PARKING AUTHORITY AND THE SUCCESSOR AGENCY TO THE SEASIDE REDEVELOPMENT AGENCY.

PURPOSE: The purpose of this item is for the City of Seaside as the Successor Agency to the Redevelopment Agency of the City of Seaside, herein after referred to as “Successor Agency” and the “Parking Authority”, to grant authorization to the Seaside Kiwanis Club, the Village Project, and the Carpenters House Church to conduct the sale of fireworks on parcels that are owned by the Successor Agency and the Parking Authority between June 28, 2017 and July 5, 2017.

RECOMMENDATION:

It is recommended that the “Successor Agency” and the “Parking Authority” grant a License Agreement to the following organizations for the sale of fireworks in accordance with a Fireworks Permit that would be issued by the Seaside Fire Department:

1. Kiwanis Club of Seaside - Vacant site located at 1271 Canyon Del Rey Boulevard located between Laguna Grande Park and Chili’s Restaurant formerly owned by the City of Seaside Redevelopment Agency.
2. The Village Project - Portion of the southwest corner of the Laguna Grande Shopping Center located at 1590 Canyon Del Rey Boulevard owned by the Parking Authority.
3. The Carpenters House - Vacant parcel located at 1181 Broadway Avenue formerly owned by the Redevelopment Agency.

8. ADJOURNMENT

Next Regularly Scheduled Meeting:
May 4, 2017
Seaside City Hall
5:30 PM

The City of Seaside is committed to providing accessible facilities and accommodating people with disabilities in all of its services programs and activities. If special considerations are needed by any person to fully participate in this meeting, they are asked to contact the City Clerk at 899-6707 no fewer than two business days prior to the meeting to allow reasonable arrangements. The City Council chamber is equipped with a portable microphone and assisted listening devices are available at all meetings.

City Council 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://cyp.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.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 6.A.

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

FROM: Craig Malin, City Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services

DATE: April 20, 2017

SUBJECT: APPROVE AND FILE SUCCESSOR AGENCY CHECKS

PURPOSE

It is requested that the Agency Board approve and file the accounts payable and wired payments made during the period of March 25, 2017 through April 7, 2017. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of March 30, 2017 is requested. Total Accounts Payable and Payroll for the above referenced period is \$3,484.93.

RECOMMENDATION

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

BACKGROUND

In accordance with Government Code Section 37208, at each Agency Board 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, the above referenced, and linked list of checks conforms to the approved budget and has been paid. These checks are submitted to the Agency Board for inspection and confirmation.

There were no checks or wires exceeding \$10,000.

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



DRAFT MINUTES

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

JOINT SPECIAL MEETING
COUNCIL CHAMBER
Thursday, April 6, 2017
6:00 PM

1. **CALL TO ORDER**

Mayor Rubio called the meeting to order at 6:00 PM.

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

PRESENT: Alexander, Campbell, Pacheco, Jones, Rubio

ABSENT: None

2. **PLEDGE OF ALLEGIANCE**

3. **PUBLIC COMMENT**

There were no requests to speak.

4. **CLOSED SESSION**

The City Council adjourned to Closed Session at 6:02 PM.

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

5. **CONSENT AGENDA**

The City Council reconvened to open session at 6:30 PM.

On motion by Council Member Campbell and seconded by Council Member Pacheco and passed by the following vote the City Council approved the Consent Agenda as presented.

RESULT: **Approved**

MOVER: Council Member Jason Campbell

SECONDER: Council Member Dave Pacheco

AYES: Ralph Rubio, Dennis Alexander, Jason Campbell, Dave Pacheco,
Kayla Jones

NOES: None

ABSENT: None

A. APPROVE MINUTES FROM MARCH 16, 2017

Action: Approved

B. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

Action: Approved

6. ADJOURNMENT

On motion, the meeting was adjourned at 6:38 PM.

Respectfully submitted,

Lesley Milton-Rerig, City Clerk

Ralph Rubio, Mayor/Chair



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 7.A.

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

FROM: Craig Malin, City Manager

BY: Rick Medina, Senior Planner

DATE: April 20, 2017

SUBJECT: AUTHORIZATION FOR THE USE OF PARCELS FOR FIREWORKS STANDS OWNED BY THE SEASIDE PARKING AUTHORITY AND THE SUCCESSOR AGENCY TO THE SEASIDE REDEVELOPMENT AGENCY.

PURPOSE

The purpose of this item is for the City of Seaside as the Successor Agency to the Redevelopment Agency of the City of Seaside, herein after referred to as "Successor Agency" and the "Parking Authority", to grant authorization to the Seaside Kiwanis Club, the Village Project, and the Carpenters House Church to conduct the sale of fireworks on parcels that are owned by the Successor Agency and the Parking Authority between June 28, 2017 and July 5, 2017.

RECOMMENDATION

It is recommended that the "Successor Agency" and the "Parking Authority" grant a License Agreement to the following organizations for the sale of fireworks in accordance with a Fireworks Permit that would be issued by the Seaside Fire Department:

1. Kiwanis Club of Seaside - Vacant site located at 1271 Canyon Del Rey Boulevard located between Laguna Grande Park and Chili's Restaurant formerly owned by the City of Seaside Redevelopment Agency.
2. The Village Project - Portion of the southwest corner of the Laguna Grande Shopping Center located at 1590 Canyon Del Rey Boulevard owned by the Parking Authority.
3. The Carpenters House - Vacant parcel located at 1181 Broadway Avenue formerly owned by the Redevelopment Agency.

BACKGROUND

Each year, community non-profit groups request that the City of Seaside authorize the use of vacant City owned or former Redevelopment Agency owned properties for the placement of their fireworks stands. In advance of the 2017 Fireworks Sales Event that will occur between June 28, 2017 and July 5, 2017, the City of Seaside has received a request from the Seaside Kiwanis Club, the Village Project, and the Carpenter's House Church for the use of parcels that are owned by the Parking Authority and the Successor Agency to the Redevelopment. The letters of request submitted by each group are provided as Attachment 1. Site maps are provided as Attachment 2. Site photographs are provided as Attachment 3.

Per the State Fire Marshall, a firework stand must be located a minimum of 40 feet from an existing building. City staff has verified that the size of each site and the location of the structures surrounding each site would accommodate the placement of a 40-foot wide fireworks booth in compliance with the State Marshall requirements. Staff recommends approval of each request in accordance with the Use Agreement provided as Attachment 4. The use agreement includes terms and conditions that address the following items:

- Insurance requirements
- Indemnification of the Redevelopment Agency and City of Seaside
- Conditions of Approval
- Utilities
- Responsibility for Premises during event
- Compliance with Laws during event
- Restrictions on Subletting
- Termination for default on the terms of the agreement
- Legal Action

The approval of the use agreement is only for the authorization to use Parking Authority and "Successor Agency" property to conduct fireworks sales under a valid fireworks permit issued by the Seaside Fire Department and does not constitute approval of a valid fireworks permit that would be issued by the State Fire Marshall and administered by the Seaside Fire Department. The use agreement shall become null and void if an organization fails to provide the required information necessary to receive a valid fireworks permit.

FISCAL IMPACT

There is no direct fiscal impact.

ATTACHMENTS

1. Attachment 1- Letters of Request 2017
 2. Attachment 2- Location Maps
 3. Attachment 3- Site Photographs
 4. Attachment 4- Fireworks Sales Use Agreements
-

Meeting Date: April 20, 2017

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

ATTACHMENT 1

Letters of Request

March 21, 2017

RECEIVED BY
CITY OF SEASIDE

MAR 21 2017

COMMUNITY
DEVELOPMENT

Community Development Department
440 Harcourt Avenue
Seaside. CA 93955

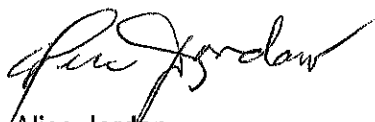
Dear Director,

The Kiwanis Club of Seaside has been granted the privilege to use the Lot 1271 Canyon Del Rey BLVD (APN#100-371-005+022 next to Chili's Restaurant) to sell fireworks in the past.

The Kiwanis Club of Seaside is requesting permission to use the same lot again to sell fireworks this year from June 28, 2017 to July 5, 2017. The hours of operation will be from 10:00am to 8:00pm daily.

The Kiwanis Club of Seaside operate exclusively for the promotion of social welfare and the net earnings of the organization are devoted exclusively to charity, education, or recreational purposes.

Sincerely,

A handwritten signature in cursive script, appearing to read "Alice Jordan".

Alice Jordan
Fund raising Chair person



Monterey County NAACP Youth Council

Post Office Box 1308, Seaside California 93955

Phone: (831) 521-6300 – Fax: (831) 392-1501

4/3/17

RECEIVED BY
CITY OF SEASIDE

APR 03 2017

COMMUNITY
DEVELOPMENT

Seaside Parking Authorities
440 Harcourt Avenue
Seaside, CA 93955

Dear Parking Authorities,

We are requesting the use of Canyon Del Rey Blvd. parking lot for the sale of our Fireworks Booth Fundraiser. With written permission for the stores, we were able to use the parking lot last year. Everything went well, and we had no problems or incidents. We are hoping to use the parking lot this year, from June 28-July 5th.

Thank you,
Monica Mapp

A handwritten signature in black ink that reads "Monica Mapp". The signature is written in a cursive, flowing style.

NAACP Youth Council Advisor
831-392-1500 or 831-521-6300



Monterey County NAACP Youth Council

Post Office Box 1308, Seaside California 93955

Phone: (831) 521-6300 – Fax: (831) 392-1501

RECEIVED BY
CITY OF SEASIDE

APR 03 2017

COMMUNITY
DEVELOPMENT

3/21/17

Seaside Parking Authorities
440 Harcourt Avenue
Seaside, CA 93955

Dear Parking Authorities,

The undersign has agreed to let the Monterey Peninsula's NAACP Youth Council use the Canyon Del Rey Blvd. parking lot, for the sale of a fireworks booth fundraiser. Fundraiser will be from June 28th- July 5th.

Shell	X _____	Date _____
Home Depot	X <u><i>Rob Tamm</i></u>	Date <u><i>3/28/17</i></u>
Smart & Final	X <u><i>[Signature]</i></u>	Date <u><i>3/28/17</i></u>
McDonalds	X <u><i>[Signature]</i></u>	Date <u><i>3/22/17</i></u>
Staples	X _____	Date _____

Thank you in advance,

Monica Mapp

Monica Mapp
NAACP Youth Council Advisor
831-392-1500



Monterey County NAACP Youth Council

Post Office Box 1308, Seaside California 93955

Phone: (831) 521-6300 – Fax: (831) 392-1501

3/21/17

RECEIVED BY
CITY OF SEASIDE

APR 03 2017

COMMUNITY
DEVELOPMENT

Seaside Parking Authorities
440 Harcourt Avenue
Seaside, CA 93955

Dear Parking Authorities,

The undersign has agreed to let the Monterey Peninsula's NAACP Youth Council use the Canyon Del Rey Blvd. parking lot, for the sale of a fireworks booth fundraiser. Fundraiser will be from June 28th- July 5th.

Shell

X James Hays Mgr Date 3-21-17

Home Depot X _____ Date _____

Smart & Final X _____ Date _____

McDonalds X _____ Date _____

Staples X _____ Date _____

Thank you in advance,

Monica Mapp

Monica Mapp
NAACP Youth Council Advisor
831-392-1500



Monterey County NAACP Youth Council

Post Office Box 1308, Seaside California 93955
Phone: (831) 521-6300 -- Fax: (831) 392-1501

RECEIVED BY
CITY OF SEASIDE

APR 04 2017

COMMUNITY
DEVELOPMENT

3/21/17

Seaside Parking Authorities
440 Harcourt Avenue
Seaside, CA 93955

Dear Parking Authorities,

The undersign has agreed to let the Monterey Peninsula's NAACP Youth Council use the Canyon Del Rey Blvd. parking lot, for the sale of a fireworks booth fundraiser. Fundraiser will be from June 28th- July 5th.

Shell X _____ Date _____

Home Depot X _____ Date _____

Smart & Final X _____ Date _____

McDonalds X _____ Date _____

Staples X _____ Date 3/30/17

Thank you in advance,

Monica Mapp

Monica Mapp
NAACP Youth Council Advisor
831-392-1500



RECEIVED BY
CITY OF SEASIDE

MAR 21 2017

COMMUNITY
DEVELOPMENT

The Successor Group to Seaside Redevelopment Agency
City of Seaside
440 Harcourt
Seaside, CA 93955

March 17, 2017

Dear Members:

We at The Carpenter's House have been proud and grateful to be a non-profit operator of one of our Fireworks stands in Seaside. It is a great enablement to serving our community youth in life forming ways.

Last year, as in years before, you granted us permission to use your Agency's vacant lot at 1185 Broadway Ave. It has served us well and the people of our city enjoy the accessibility of the location.

We would therefore like to request permission to use it once again for this year's location for our fireworks stand. We would greatly appreciate your kind consideration and approval. Thank you!

Should there be need of additional information please contact me at (831) 277-5195 or (831) 899-8900, , or Email: fredmeeks@carpentershouse.org. Thank you again.

Fred C. Meeks

Pastor
The Carpenter's House

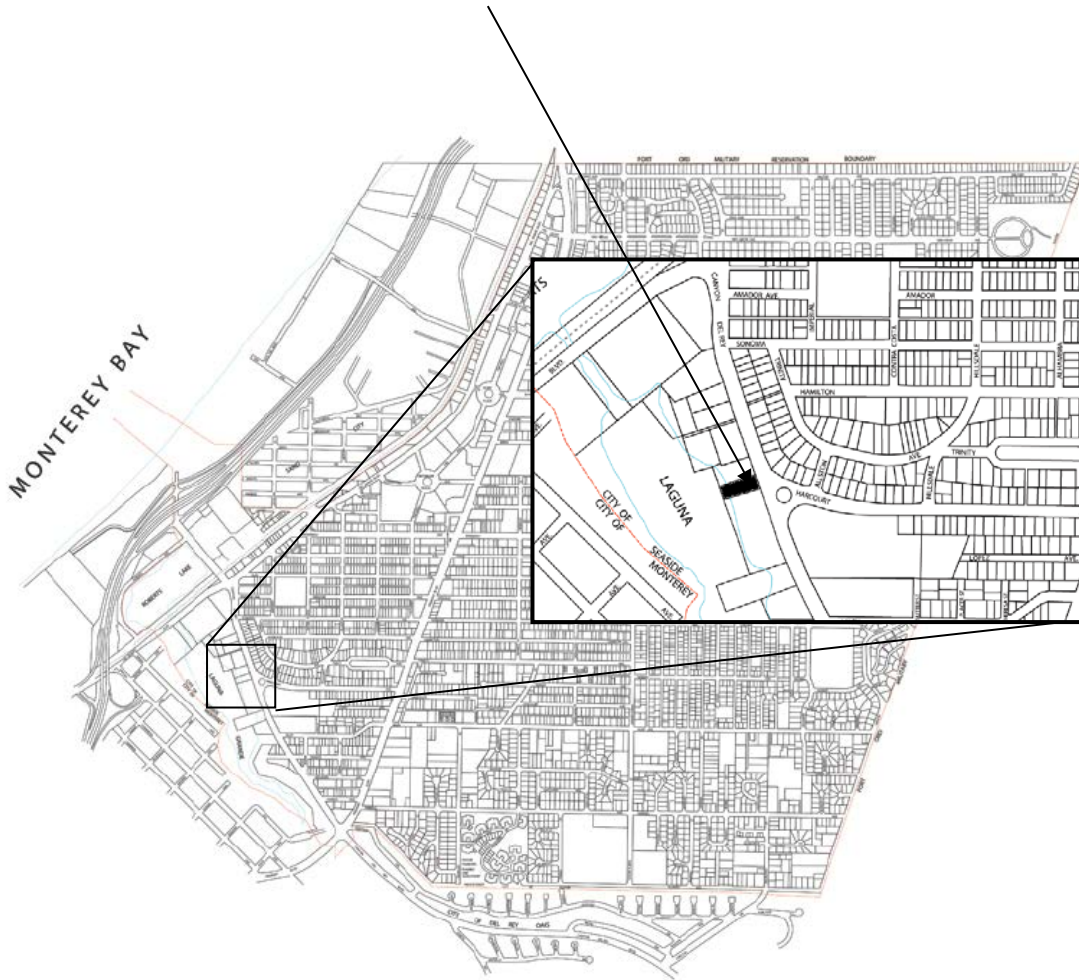
1309 Broadway Ave. - Seaside, CA 93955 - (831) 899-8900
www.carpentershouse.org

ATTACHMENT 2

Location Map

KIWANIS CLUB of SEASIDE

**Project Location: 1271 Canyon Del Rey Blvd.
(APN#: 011-371-005 and 022)**



LOCATION MAP

THE VILLAGE PROJECT

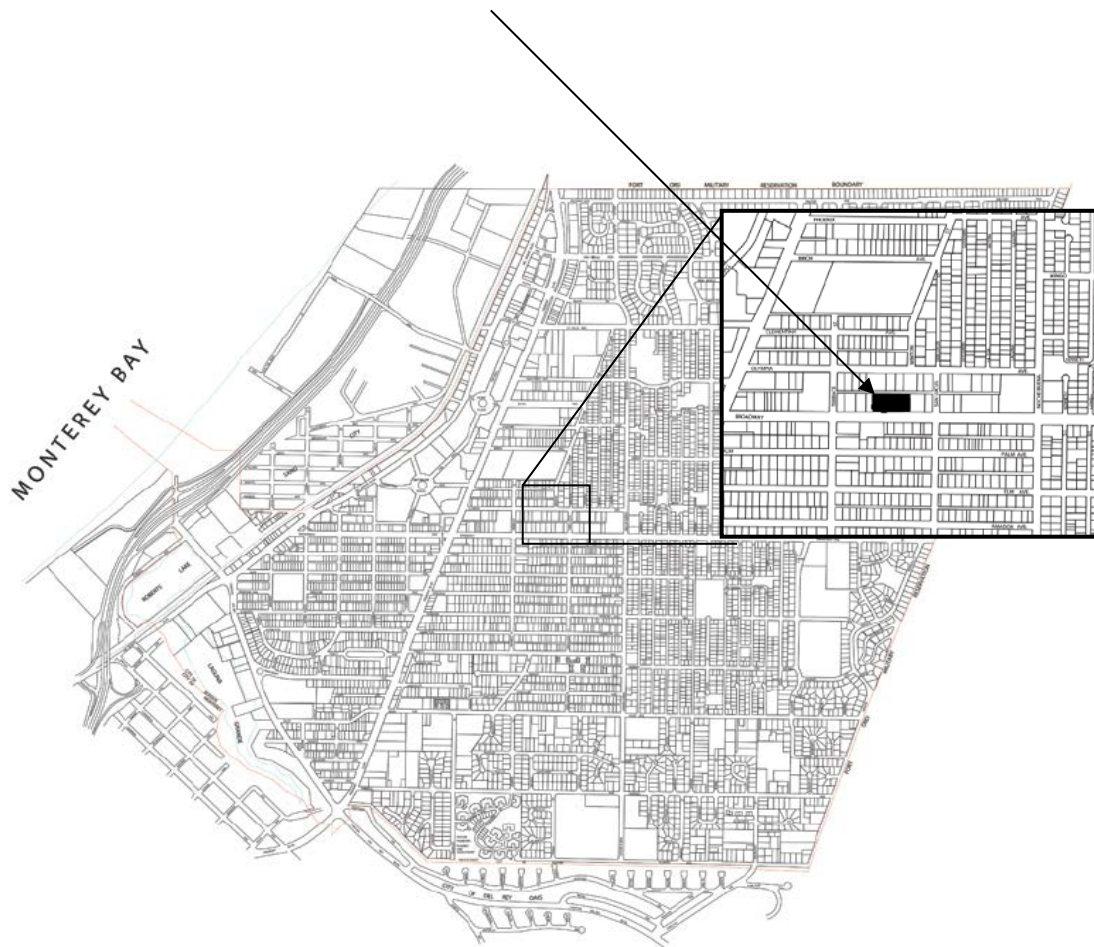
**Project Location: In front of 1590 Canyon del Rey Blvd.
(APN#: 011-501-020)**



LOCATION MAP

CARPENTER'S HOUSE CHURCH

**Project Location: 1181 Broadway Avenue
(APN# 012-191-023 and 024)**



ATTACHMENT 3

Site Photographs

SITE PHOTOGRAPHS

Kiwanis Club of Seaside



Vacant lot on Canyon del Rey Boulevard East of Chili's restaurant

SITE PHOTOGRAPHS

The Village Project



Canyon del Rey Boulevard in front of Home Depot



Parking lot in front of Home Depot

SITE PHOTOGRAPHS
The Carpenter's House Church



North side of Broadway Avenue – 1181 Broadway Avenue

ATTACHMENT 4

Fireworks Sales Use Agreements

FIREWORK SALES USE AGREEMENT

Kiwanis Club

Firework Sales Use Agreement

THIS AGREEMENT made and executed this 20th day of May, 2017, by and between the City of Seaside as the Successor Agency to the Redevelopment Agency of the City of Seaside, a municipal corporation, hereinafter referred to as "Successor Agency", and Kiwanis Club of Seaside hereinafter referred to as "Tenant" provides as follows:

1. PREMISES

The "Successor Agency" authorizes the Tenant to use the land known as Assessor's Parcel Number 011-371-005 & 022 shown on the attached site plan and located at 1271 Canyon del Rey Blvd. (vacant lot east of Chili's restaurant.)

2. TERM OF AGREEMENT

The parties hereto agree that the Tenant shall have exclusive use of the premises herein described from June 28, 2017 thru July 5, 2017.

3. INSURANCE

- 1) The Tenant shall procure and maintain, at its own cost and expense, an insurance policy acceptable to the "Successor Agency", naming the City of Seaside and the "Successor Agency" as also insured there under, 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, which would insure the Tenant and the City of Seaside and "Successor Agency" against any and all liabilities arising from the use of the premises as set forth in this Agreement. The Tenant shall provide the City of Seaside 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

The Tenant shall conduct its activities upon the premises so as not to endanger any person lawfully thereon, and shall indemnify, save and hold harmless the City of Seaside and the "Successor Agency", and all of its officers, agents, and employees from any and all claim for losses, injuries, damages and liabilities to persons or property occasioned wholly or in part by the acts of omissions of the Tenant, its officers, agents, employees, guests, patrons or any other person or persons admitted to said premises by the Tenant while said premises are under the use and control of the Tenant. The Tenant hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the premises by consent, express or implied, of the Tenant, its officers, agents, employees or patrons.

5. CONDITIONS OF USE FOR THE PROJECT SITE

Use of said premises is subject to the following terms and conditions;

1. The Firework sales shall be set-up and occur in a manner consistent with the site plan approved by the Seaside Fire Department.
2. All temporary signs, banners, fencing and other materials used in connection with the Firework sales shall be removed immediately after the closing of the firework sales lot on July 5, 2017.
3. All main travel lanes to the site must be clear at all times to allow through traffic from the public right-of-way to the Fireworks Booth.
4. The subject property shall be kept clear of all litter and firework materials throughout the event. The subject property shall be thoroughly cleared of litter at the end of the event.
5. In the event the site is not cleared of litter and debris on a daily basis, the Public Works staff will notify the applicant of noncompliance and undertake this task with the applicant being billed for the cleaning services.
6. Prior to beginning Firework sales, the applicant must schedule a final inspection with the Fire Marshall and receive clearance from the Fire Marshall to conduct fireworks sales.
7. Prior to installation of any temporary lights, applicant must contact the Building Official to determine if an Electrical Permit would be required.
1. The right to use Redevelopment Agency/City property may be revoked by the City of Seaside and/or the Seaside Redevelopment Agency at any time for violation of any of the terms or conditions of this permit by the Tenant, its agents, or representatives.
9. For purposes of compliance, the Tenant, its agents or representatives agree not to deny or impede access to the subject property by City of Seaside or "Successor Agency" employees in the performance of their duties.
10. No sale of fireworks shall occur until the tenant or fireworks provider has provided proof of the insurance policy and the indemnification as required.
11. If the property is sold by the "Successor Agency" prior to the commencement of the Firework Sales or during the sales of fireworks, the tenant would be required to obtain the approval of the new property owner in order to continue with the sale of fireworks during the approved timeframe for the sale of fireworks as set forth by the State Fire Marshall.
12. The use agreement for the sales of fireworks shall become null and void if a fireworks permit is not issued by the Seaside Fire Department.

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 City of Seaside and "Successor Agency" 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 "Successor Agency" and any department or agency thereof, including such regulations now in force or to be established pertaining to the use of the premises in accordance with a Fireworks Permit issued by the Seaside Fire Department.

9. SUBLETTING, ASSIGNMENT

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

10. TERMINATION

The Agency and the Tenant specifically agree that any default by the Tenant shall be an immediate breach of the use agreement and the Agency shall have an immediate right to terminate this Agreement upon twenty-four (24) hours written notice to the Tenant.

11. 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.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Tenant and the "Successor Agency". 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 Agency.

IN WITNESS WHEREOF, this agreement is executed by the parties hereto on the day and year first above written.

City of Seaside/Successor Agency

Tenant (Non-Profit Group)

Craig Malin, EXECUTIVE DIRECTOR

Kiwanis Club of Seaside
(Name of Organization)

Print Name/Title

Signature

FIREWORKS SALES USE AGREEMENT

The Village Project

Firework Sales Use Agreement

THIS AGREEMENT made and executed this 20th day of May, 2017, by and between the City of Seaside as the Successor Agency to the Redevelopment Agency of the City of Seaside, a municipal corporation, hereinafter referred to as "Successor Agency", and "Parking Authority" The Village Project hereinafter referred to as "Tenant" provides as follows:

1. PREMISES

The "Successor Agency" and "Parking Authority" authorizes the Tenant to use the land known as Assessor's Parcel Number 011-501-020 shown on the attached site plan and located within the vacant lot in front of Home Depot (1590 Canyon del Rey Blvd.).

2. TERM OF AGREEMENT

The parties hereto agree that the Tenant shall have exclusive use of the premises herein described from June 28, 2017 thru July 5, 2017.

3. INSURANCE

The Tenant shall procure and maintain, at its own cost and expense, an insurance policy acceptable to the "Successor Agency", naming the City of Seaside and the "Successor Agency" as also insured there under, 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, which would insure the Tenant and the City of Seaside and "Successor Agency" against any and all liabilities arising from the use of the premises as set forth in this Agreement. The Tenant shall provide the City of Seaside 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

The Tenant shall conduct its activities upon the premises so as not to endanger any person lawfully thereon, and shall indemnify, save and hold harmless the City of Seaside and the "Successor Agency", and all of its officers, agents, and employees from any and all claim for losses, injuries, damages and liabilities to persons or property occasioned wholly or in part by the acts of omissions of the Tenant, its officers, agents, employees, guests, patrons or any other person or persons admitted to said premises by the Tenant while said premises are under the use and control of the Tenant. The Tenant hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the premises by consent, express or implied, of the Tenant, its officers, agents, employees or patrons.

5. CONDITIONS OF USE FOR THE PROJECT SITE

Use of said premises is subject to the following terms and conditions;

1. The Firework sales shall be set-up and occur in a manner consistent with the site plan approved by the Seaside Fire Department.
2. All temporary signs, banners, fencing and other materials used in connection with the Firework sales shall be removed immediately after the closing of the firework sales lot on July 5, 2017.
3. All main travel lanes to the site must be clear at all times to allow through traffic from the public right-of-way to the Fireworks Booth.
4. The subject property shall be kept clear of all litter and firework materials throughout the event. The subject property shall be thoroughly cleared of litter at the end of the event.
5. In the event the site is not cleared of litter and debris on a daily basis, the Public Works staff will notify the applicant of noncompliance and undertake this task with the applicant being billed for the cleaning services.
6. Prior to beginning Firework sales, the applicant must schedule a final inspection with the Fire Marshall and receive clearance from the Fire Marshall to conduct fireworks sales.
7. Prior to installation of any temporary lights, applicant must contact the Building Official to determine if an Electrical Permit would be required.
8. The right to use Redevelopment Agency/City property may be revoked by the City of Seaside and/or the Seaside Redevelopment Agency at any time for violation of any of the terms or conditions of this permit by the Tenant, its agents, or representatives.
9. For purposes of compliance, the Tenant, its agents or representatives agree not to deny or impede access to the subject property by City of Seaside or "Successor Agency" employees in the performance of their duties.
10. No sale of fireworks shall occur until the tenant or fireworks provider has provided proof of the insurance policy and the indemnification as required.
11. If the property is sold by the "Successor Agency" prior to the commencement of the Firework Sales or during the sales of fireworks, the tenant would be required to obtain the approval of the new property owner in order to continue with the sale of fireworks during the approved timeframe for the sale of fireworks as set forth by the State Fire Marshall.
12. The use agreement for the sales of fireworks shall become null and void if a fireworks permit is not issued by the Seaside Fire Department.

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 City of Seaside and "Successor Agency" 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 "Successor Agency" and any department or agency thereof, including such regulations now in force or to be established pertaining to the use of the premises in accordance with a Fireworks Permit issued by the Seaside Fire Department.

9. SUBLETTING, ASSIGNMENT

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

10. TERMINATION

The Agency and the Tenant specifically agree that any default by the Tenant shall be an immediate breach of the use agreement and the Agency shall have an immediate right to terminate this Agreement upon twenty-four (24) hours written notice to the Tenant.

11. 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.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Tenant and the "Successor Agency". 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 Agency.

IN WITNESS WHEREOF, this agreement is executed by the parties hereto on the day and year first above written.

PARKING AUTHORITY

Tenant (Non-Profit Group)

Craig Malin, EXECUTIVE DIRECTOR

The Village Project
(Name of Organization)

Print Name/Title

Signature

FIREWORKS SALES USE AGREEMENT

The Carpenter's House Church

Firework Sales Use Agreement

THIS AGREEMENT made and executed this 20th day of May, 2017, by and between the City of Seaside as the Successor Agency to the Redevelopment Agency of the City of Seaside, a municipal corporation, hereinafter referred to as "Successor Agency", and The Carpenter's House Church hereinafter referred to as "Tenant" provides as follows:

1. PREMISES

The "Successor Agency" authorizes the Tenant to use the land known as Assessor's Parcel Number 012-191-023 & 024 shown on the attached site plan and located within a 1181 Broadway Avenue (a vacant lot on the north side of Broadway Avenue west of San Lucas Street).

2. TERM OF AGREEMENT

The parties hereto agree that the Tenant shall have exclusive use of the premises herein described from June 28, 2017 thru July 5, 2017.

3. INSURANCE

The Tenant shall procure and maintain, at its own cost and expense, an insurance policy acceptable to the "Successor Agency", naming the City of Seaside and the "Successor Agency" as also insured there under, 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, which would insure the Tenant and the City of Seaside and "Successor Agency" against any and all liabilities arising from the use of the premises as set forth in this Agreement. The Tenant shall provide the City of Seaside 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

The Tenant shall conduct its activities upon the premises so as not to endanger any person lawfully thereon, and shall indemnify, save and hold harmless the City of Seaside and the "Successor Agency", and all of its officers, agents, and employees from any and all claim for losses, injuries, damages and liabilities to persons or property occasioned wholly or in part by the acts of omissions of the Tenant, its officers, agents, employees, guests, patrons or any other person or persons admitted to said premises by the Tenant while said premises are under the use and control of the Tenant. The Tenant hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the premises by consent, express or implied, of the Tenant, its officers, agents, employees or patrons.

5. CONDITIONS OF USE FOR THE PROJECT SITE

Use of said premises is subject to the following terms and conditions;

1. The Firework sales shall be set-up and occur in a manner consistent with the site plan approved by the Seaside Fire Department.
2. All temporary signs, banners, fencing and other materials used in connection with the Firework sales shall be removed immediately after the closing of the firework sales lot on July 5, 2017.
3. All main travel lanes to the site must be clear at all times to allow through traffic from the public right-of-way to the Fireworks Booth.
4. The subject property shall be kept clear of all litter and firework materials throughout the event. The subject property shall be thoroughly cleared of litter at the end of the event.
5. In the event the site is not cleared of litter and debris on a daily basis, the Public Works staff will notify the applicant of noncompliance and undertake this task with the applicant being billed for the cleaning services.
6. Prior to beginning Firework sales, the applicant must schedule a final inspection with the Fire Marshall and receive clearance from the Fire Marshall to conduct fireworks sales.
7. Prior to installation of any temporary lights, applicant must contact the Building Official to determine if an Electrical Permit would be required.
8. The right to use Redevelopment Agency/City property may be revoked by the City of Seaside and/or the Seaside Redevelopment Agency at any time for violation of any of the terms or conditions of this permit by the Tenant, its agents, or representatives.
9. For purposes of compliance, the Tenant, its agents or representatives agree not to deny or impede access to the subject property by City of Seaside or "Successor Agency" employees in the performance of their duties.
10. No sale of fireworks shall occur until the tenant or fireworks provider has provided proof of the insurance policy and the indemnification as required.
11. If the property is sold by the "Successor Agency" prior to the commencement of the Firework Sales or during the sales of fireworks, the tenant would be required to obtain the approval of the new property owner in order to continue with the sale of fireworks during the approved timeframe for the sale of fireworks as set forth by the State Fire Marshall.
12. The use agreement for the sales of fireworks shall become null and void if a fireworks permit is not issued by the Seaside Fire Department.

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 City of Seaside and "Successor Agency" 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 "Successor Agency" and any department or agency thereof, including such regulations now in force or to be established pertaining to the use of the premises in accordance with a Fireworks Permit issued by the Seaside Fire Department.

9. SUBLETTING, ASSIGNMENT

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

10. TERMINATION

The Agency and the Tenant specifically agree that any default by the Tenant shall be an immediate breach of the use agreement and the Agency shall have an immediate right to terminate this Agreement upon twenty-four (24) hours written notice to the Tenant.

11. 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.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Tenant and the "Successor Agency". 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 Successor Agency.

IN WITNESS WHEREOF, this agreement is executed by the parties hereto on the day and year first above written.

City of Seaside/Successor Agency

Tenant (Non-Profit Group)

Craig Malin, Executive Director

The Carpenter's House Church
(Name of Organization)

Print Name/Title

Signature