



A G E N D A

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, November 1, 2018
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. **CLOSED SESSION**

A. **PURSUANT TO GOVERNMENT CODE 54957.7 -PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Position Title: City Attorney

B. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8:**

Seaside Resort Development at 1 McClure Way. Negotiator for the City: Craig Malin, City Manager. Under Negotiation: Instructions to negotiator will concern price, terms of payment or both.

California State Parks land former Army Parcel commonly known as the Drumstick Parcel Located to the West of 1st avenue, south of Divarty, North of Lightfighter and Highway 1. Negotiator for the City: Craig Malin, City Manager. Under Negotiation: Instructions to negotiator will concern price, terms of payment or both.

The Property Commonly Referred to As Main Gate (Property bounded by Lightfighter, Divarty, Second Street and Highway 1)
Negotiator for the City: Craig Malin, City Manager, Under Negotiation:Purchase and Sale Agreement Terms

5. **CONSENT AGENDA**

A. **APPROVE MINUTES OF OCTOBER 18, 2018**

PURPOSE & RECOMMENDATION: It is recommended that the minutes are reviewed and approved.

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

PURPOSE & RECOMMENDATION: It is requested that the City Council approve and file the accounts payable and wired payments made during the period of October 9, 2018 through October 22, 2018. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the pay period of October 11, 2018 is requested. Total Accounts Payable and Payroll for the above referenced period is \$424.99.

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 & RECOMMENDATION: 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 in 2018.

6. **BUSINESS ITEMS**

7. **ADJOURNMENT**

Next Regularly Scheduled Meeting:
November 15, 2018
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&noplaylistskin=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

5:30 PM MEETING
COUNCIL CHAMBER
Thursday, October 18, 2018
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: Alexander, Campbell, Jones, Pacheco, Rubio
ABSENT: None

2. **PLEDGE OF ALLEGIANCE**

3. **PUBLIC COMMENT**

Mayor Rubio invited comments from the public.

- Mitt Sawhney expressed concern that the City Manager and City Council are under investigation therefore should not negotiate on behalf of the City of Seaside. He urged the Council to approve the forensic audit and make available the results prior to the election.
- Jimmy Cook was part of the first time home buyer assistance program and requested the Council to reconsider the stipulations on the affordable housing restrictions.
- Ray Dandridge spoke to believing Council Member Jones harassment claim, but does not believe that the City Clerk lost the paperwork, and he requested to agendaize a reversal of Measure M, as he would prefer the money be allocated to a specific expenditure category and not just be added to the general fund. He questioned the change in expenditure for the lobbyist services.
- Ian Oglesby requested to correct the record that he left the City in debt \$500k, citing when he left it was a balanced budget plus reserves. He also requested for the record that all projects he approved has language in their agreements that the developer pays the fees from a fund that was front loaded therefore he was responsible for any debts incurred by the developer. Stop allowing people to denigrate, run over you or say things that are not true.
- Becky Cook finished for her husband regarding the contract regarding an affordable housing, in order for it to qualify; it had to be new or rehabilitated which it was not. The beneficiary, the City of Seaside, may release him from the restrictions of repayment from the loan. The city benefits for affordable housing market and it continues to asking for the grace and forgiveness of the City Loan. The records are IN your box.
- Paul Mugan talked about some of the public information being disseminated. He spoke to his service for the city and as being a candidate for council and to his positive working relationship with the City Clerk and his personal experience filing many campaign forms and spoke in support of her capabilities.

Mayor Rubio affirmed that Mr. Oglesby did not leave the City in debt by \$500,000. City Attorney Freeman addressed Mr. and Mrs. Cook and indicated if the Council so wishes staff can make a presentation about the item and they can make a decision regarding the request.

The City Council adjourned to closed session at 5:48 PM.

4. **CLOSED SESSION**

A. **PURSUANT TO GOVERNMENT CODE 54957.7 -PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

B. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8:**

5. **CONSENT AGENDA**

The City Council reconvened to open session. City Attorney Freeman announced the Public Employee Performance Evaluation was continued to a future meeting. There were no announcements for the public.

On motion by Mayor Pro Tem Dennis Alexander and seconded by Council Member Jason Campbell and passed by the following vote the Consent Agenda was approved as presented.

RESULT: **Approved**

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

NOES: None

A. **APPROVE MINUTES OF SEPTEMBER 6, 2018, SEPTEMBER 20, 2018 AND OCTOBER 4, 2018**

Action: Approved

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

Action: Approved

C. **APPROVE A FEE WAIVER REQUEST FROM MONTEREY PENINSULA NAACP FOR COSTS ASSOCIATED WITH THEIR COMMUNITY PROMOTION, EDUCATION AND BBQ EVENT**

Action: Approved

6. **BUSINESS ITEMS**

A. **RECEIVE REPORT ON COMMUNITY OUTREACH RELATED TO SCHOOL RESOURCE OFFICER PROGRAM AND AUTHORIZE A MEMORANDUM OF UNDERSTANDING WITH THE MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT REGARDING THE SCHOOL RESOURCE OFFICER PROGRAM**

Police Chief Pridgen spoke to the City Council directed effort to obtain feedback and input from the community regarding the School Resource Officer program at MPUSD schools. He explained staff conducted two listening sessions at schools including Seaside High and Seaside Middle School and two were held for the general public and at all events, the input was overwhelmingly in support of the program. He outlined feedback given by students, parents and community member and to suggestions that were offered for more engagement and use of diversion techniques. Chief Pridgen answered questions from the Council about uniform requirements to which he explained there were no comments from the students regarding the uniform. The impression was that it was all about who was in the uniform and not the uniform itself. The Council was pleased to hear the results of the community input and thanked the Chief for the due diligence for reaching out to the community.

Mayor Rubio invited comments from the public.

- Deborah Gramsbacher spoke as a community member indicating she would prefer the staff allocation to have another patrol officer and more counseling services rather than a School Resource Officer.
- Regina Mason spoke against the expenditure of funds for a SRO in the schools and instead advocated for a social worker and educational advocate. She also would prefer community policing efforts being expanded.
- Susan Skiavoni commented that as a previous social worker and there is a history of research that a situation could become criminal when it is a behavioral problem and they should link up with the mental health professionals, rather than law enforcement.
- Miriam Smith spoke in agreement with the idea that social workers are more important and does not want to spend the limited city funds on SROs.
- Jimmy Welch encouraged more community engagement from all police officers and if the program goes forward, it should be at all schools.
- Gertrude Smith spoke to her cousin, a high school educator and positions are vital to promoting conflict resolution among adolescents and we should get infrastructure for at MPUSD as opposed to continuing to invest in SROs. Better equipping people to enforce behavior challenges on campus is a better idea.
- Lisa Anne Sawhney applauded the four informational sessions and using a community input process when we are dealing with political issues that demands discussion. She spoke to discussions during those outreach sessions that guaranteed an oversight committee that would be regularly convened to ensure that students would not be targeted.
- Mary Miller in support of the SRO program and to an incident where her granddaughter was served positively by the SRO being on campus. She also spoke to witnessing the SRO also patrol, direct traffic and do community outreach.
- Ian Oglesby questioned if the Council was voting on an idea or an agreement. The issue is not the Officer, but it's the way people have behaved in the past. We are different from the past and should be given the opportunity to do their best.

Chief Pridgen answered questions about department policy, about the oversight committee and reiterated that the MOU with the MPUSD has been in effect for years, however the intent is to reconvene the collaborative group of steak holders, community members and the Police Department to discuss the needs of everyone. On question, Chief Pridgen spoke to the SRO training requirements as built into the MOU and that those requirements can be expanded.

Mayor Rubio spoke to his personal experience and spoke to the maturation of the community because of the interaction between the community and the police department in the recent past that has attributed to the downturn in the youth violence. Our community wants to be safe, inclusive and take care of its children.

Council Member Jones spoke to her general uncomfortable nature with SROs but her personal experience has been positive. She requested that organizations like the NAACP, Village project and LULAC have a seat at the table.

On motion by Mayor Pro Tem Dennis Alexander and seconded by Council Member Dave Pacheco and passed by the following vote the City Council

RESULT:	Approved
AYES:	Ralph Rubio, Dennis Alexander, Jason Campbell, Dave Pacheco, Kayla Jones
NOES:	None

7. **ADJOURNMENT**

The meeting was adjourned at 7:48 PM

Respectfully submitted,

Lesley Milton-Rerig, City Clerk

Ralph Rubio, Mayor/Chair



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 5.B.

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

FROM: Craig Malin, City Manager

BY: Kimberle Drabner, Finance Director

DATE: November 1, 2018

SUBJECT: APPROVE AND FILE SUCCESSOR AGENCY CHECKS

PURPOSE & RECOMMENDATION

It is requested that the City Council approve and file the accounts payable and wired payments made during the period of October 9, 2018 through October 22, 2018. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the pay period of October 11, 2018 is requested. Total Accounts Payable and Payroll for the above referenced period is \$424.99.

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.

A description of the checks and wires exceeding \$10,000.00 is as follows:

- There were no checks over \$10,000.00 for the period of October 9, 2018 through October 22, 2018.

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

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

FISCAL IMPACT

There is no additional impact at this time.

ATTACHMENTS

None

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: Gloria Stearns, Economic Development Manager

DATE: November 1, 2018

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 & RECOMMENDATION

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 in 2018.

BACKGROUND

Home Depot requests approval for a seasonal sales lot for the retail sale of Christmas trees from November 25, 2018 through December 24, 2018 on a portion of the parking lot adjacent to the Home Depot Garden Center; a portion of which is owned by the Parking Authority as shown on Attachment 2. Site Plan of the Christmas 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, 2018, respectively. The sales lot will be closed and reestablished as a parking lot upon sale of all trees but in no event later than January 2, 2019. 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 used for interim accessible parking stalls to replace the three existing accessible parking stalls that are located within the proposed Christmas Tree sales area. Site photographs of the Christmas Tree Sales

Area are provided as Attachment 4.

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 Map
4. Attachment 4 - Site Photos

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

LICENSE AGREEMENT

THIS AGREEMENT is entered into this 1st day of November, 2018, 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, 2018 to January 2, 2019 with retail sales activity limited to the period from November 25, 2018 to December 24, 2018.

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 November 1, 2018.
- (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, 2019, whichever 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 1st day of November, 2018.

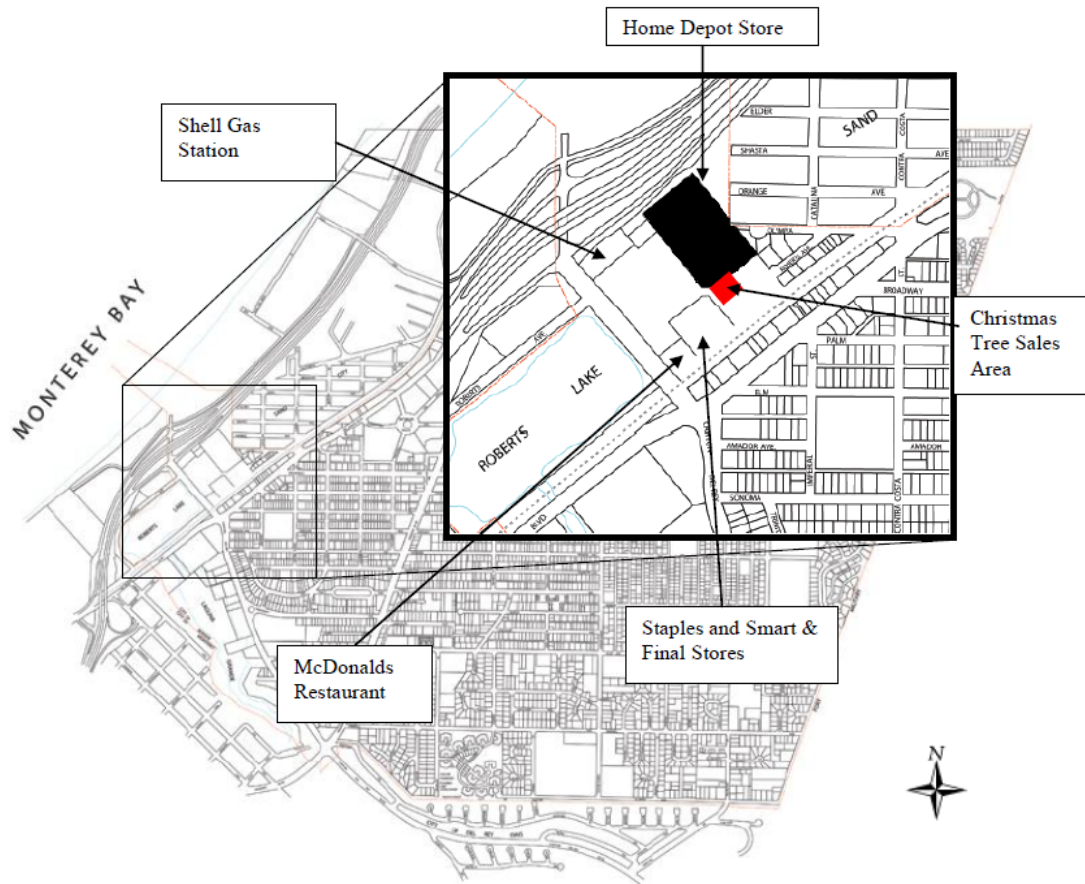
**PARKING AUTHORITY OF THE
CITY OF SEASIDE ("Parking Authority")**

HOME DEPOT ("Tenant")

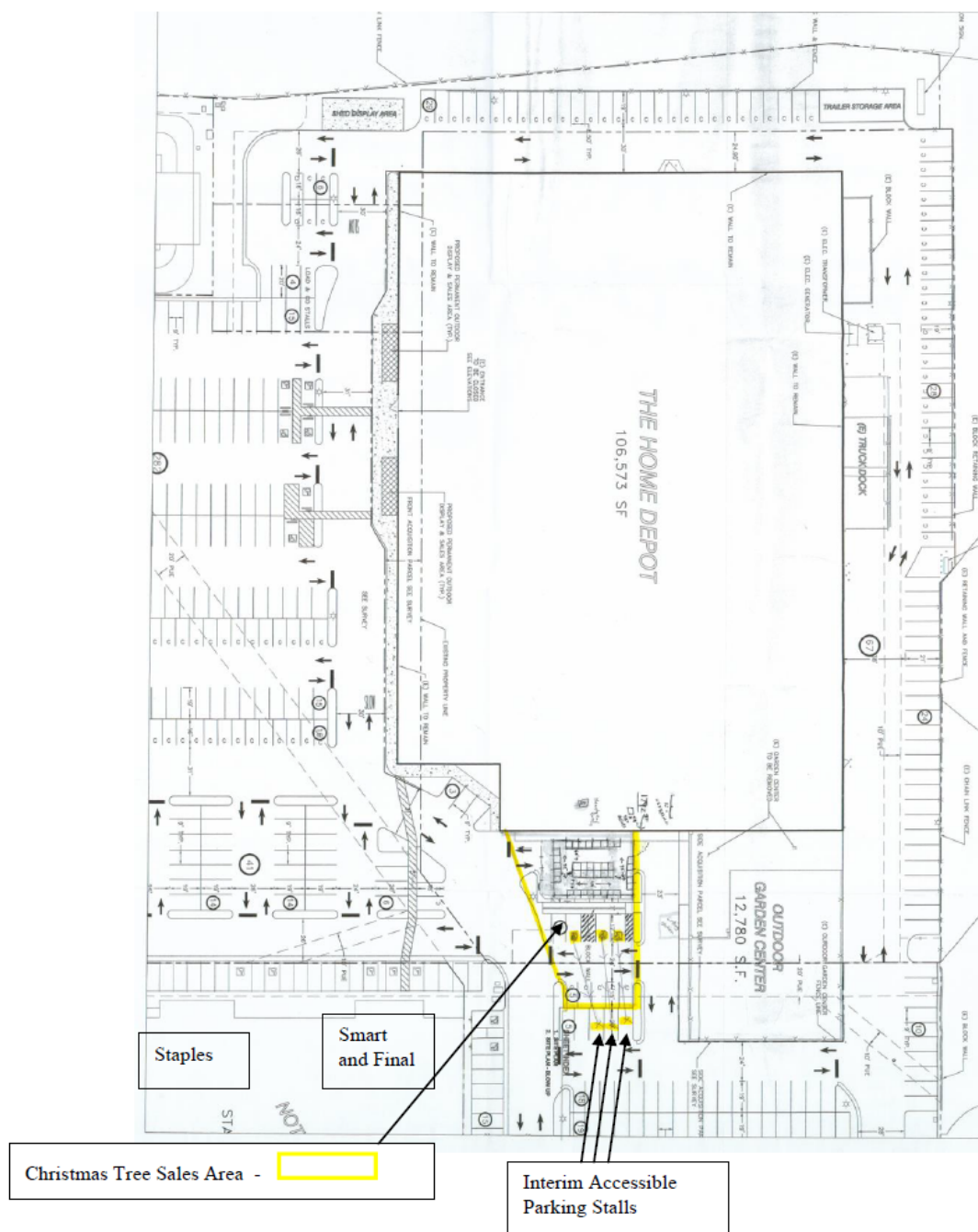
Craig Malin, Executive Director

Home Depot Representative

LOCATION MAP



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