



## 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, November 15, 2018  
5:30 PM

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*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. **CONSENT AGENDA**

A. **APPROVE MINUTES OF NOVEMBER 1, 2018**

**RECOMMENDATION:** It is recommended that the minutes be 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 23, 2018 through November 5, 2018. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the pay period of October 25, 2018 is requested. Total Accounts Payable and Payroll for the above referenced period is \$233.04.

5. **BUSINESS ITEMS**

**A. AUTHORIZE THE CITY MANAGER TO EXECUTE A PROPERTY USE AUTHORIZATION AGREEMENT BETWEEN THE SUCCESSOR AGENCY AND WING AVIATION, LLC FOR THE PURPOSE OF TESTING UNMANNED AUTONOMOUS AIRCRAFT AROUND THE BUILDINGS ON THE FORMER FORT ORD KNOWN AS THE "HAMMERHEADS"**

**PURPOSE & RECOMMENDATION:** It is recommended that the Successor Agency Board authorize the City Manager/Executive Director to execute a Property Use Authorization Agreement with Wing Aviation, LLC for the purpose of testing unmanned autonomous aerial vehicles in the area around the "Hammerhead" buildings located on the former Fort Ord near the intersection of 7th Avenue and Gigling Blvd.

**6. 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.

**7. ADJOURNMENT**

Next Regularly Scheduled Meeting:  
December 6, 2018  
Seaside City Hall  
5:30 PM

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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.



## DRAFT MINUTES

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

JOINT SPECIAL MEETING  
COUNCIL CHAMBER  
Thursday, November 1, 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, Pacheco, Rubio

ABSENT: Jones

2. **PLEDGE OF ALLEGIANCE**

3. **PUBLIC COMMENT**

There were no requests to speak.

4. **CLOSED SESSION**

City Attorney Freeman reported that the Council will not be discussing Items 2 or 3.

Mayor Rubio invited public comment on closed session items.

- Lisa Anne Sawhney thanked the Mayor, Mayor Pro Tem and Council Member Campbell for their years of service. She requested the Council consider another negotiator during the forensic investigation process and suggested the City Attorney participate instead of the City manager. She also requested an update after the closed session about anything that can be shared

The City Council adjourned to Closed Session at 5:31 PM.

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

The City Council returned to open session at 6:26 pm and City Attorney Freeman Reported that the personnel evaluation will also be added to the next agenda and reported the City Council received an update on the status of the negotiations for the SRD project.

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

5. **CONSENT AGENDA**

No items were pulled for consideration and there were no comments from the public.

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

RESULT: **Approved**

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

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

*Action: Approved*

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

*Action: Approved*

**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.**

*Action: Approved*

**6. BUSINESS ITEMS**

**7. ADJOURNMENT**

The meeting was adjourned at 6:28 PM.

Respectfully submitted,

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Lesley Milton-Rerig, City Clerk

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Ralph Rubio, Mayor/Chair



**CITY OF SEASIDE  
STAFF REPORT**

**Item No.: 4.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 15, 2018

**SUBJECT: APPROVE AND FILE SUCCESSOR AGENCY CHECKS**

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**PURPOSE & RECOMMENDATION**

It is requested that the City Council approve and file the accounts payable and wired payments made during the period of October 23, 2018 through November 5, 2018. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the pay period of October 25, 2018 is requested. Total Accounts Payable and Payroll for the above referenced period is \$233.04.

**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 23, 2018 through November 5, 2018, 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 are no additional impacts at this time.

**ATTACHMENTS**

None

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Reviewed for Submission to the  
City Council by:



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Craig Malin, City Manager



**CITY OF SEASIDE  
STAFF REPORT**

**Item No.: 5.A.**

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

**FROM:** Craig Malin, City Manager

**BY:** Kurt Overmeyer, Economic Development Manager

**DATE:** November 15, 2018

**SUBJECT: ADOPT A RESOLUTION AND AUTHORIZE THE CITY MANAGER TO EXECUTE A PROPERTY USE AUTHORIZATION AGREEMENT BETWEEN THE SUCCESSOR AGENCY AND WING AVIATION, LLC FOR THE PURPOSE OF TESTING UNMANNED AUTONOMOUS AIRCRAFT AROUND THE BUILDINGS ON THE FORMER FORT ORD KNOWN AS THE "HAMMERHEADS"**

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**PURPOSE & RECOMMENDATION**

It is recommended that the Successor Agency Board adopt a resolution and authorize the City Manager/Executive Director to execute a Property Use Authorization Agreement with Wing Aviation, LLC for the purpose of testing unmanned autonomous aerial vehicles in the area around the "Hammerhead" buildings located on the former Fort Ord near the intersection of 7th Avenue and Gigling Blvd.

**BACKGROUND**

For the past two years, AshFloyd LLC has been testing unmanned autonomous aerial vehicles in the area adjacent to the Hammerhead Buildings. This area effectively replicates a dense urban area and allows the testing of these vehicles in a safe environment. These buildings are scheduled to be demolished, however due to the extraordinary expense and environmental remediation required, they will not be ready for demolition until late in 2020. As a result, allowing this use will not impede progress on the Campus Town development.

Through the Fort Ord Reuse Authority Caretaker Agreement, the City has fenced the area around these buildings. This provides a barrier to any persons accidentally entering the area during testing. In addition, AshFloyd, LLC. provides security anytime they are conducting a test to ensure that tests occur safely. Lastly, the vehicles have a "kill switch" which allows the operator to safely land a vehicle in the event that it malfunctions.

The drone testing has been ongoing on an occasional basis for the past two years and no reports

of problems have been received by the City. The tenant will pay the previous years rent of \$12,500 plus a 3% acceleration which totals \$12,875.

**FISCAL IMPACT**

The Successor Agency will receive \$12,875 in revenue from this agreement.

**ATTACHMENTS**

1. City of Sea Side Ford Ord Renwal Amendment\_1
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Reviewed for Submission to the  
City Council by:

A handwritten signature in blue ink, appearing to be 'Craig Malin', written over a horizontal line.

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Craig Malin, City Manager

## **AMENDED AND RESTATED PROPERTY USE AUTHORIZATION AGREEMENT**

THIS AMENDED AND RESTATED PROPERTY USE AUTHORIZATION AGREEMENT (hereinafter "Agreement") is entered into as of January 1, 2019 (hereinafter "Effective Date") by and between the SUCCESSOR AGENCY OF THE CITY OF SEASIDE, a municipal corporation, (hereinafter "Successor Agency") and WING AVIATION LLC and its affiliates (hereinafter "Tenant").

WHEREAS, the Successor Agency and the Tenant entered into a Property Use Authorization Agreement with an effective date of April 11, 2017 (the "Property Use Authorization Agreement"); and

WHEREAS, the Successor Agency and the Tenant wish to amend and restate the Property Use Authorization Agreement so that it terminates on December 31, 2019.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

### **1. AUTHORIZATION TO USE PREMISES.**

- A. Authorization. Subject to the conditions in Section 1(B) (Conditions of Use), Successor Agency authorizes Tenant to use the land known as Assessor's Parcel Number 131-151-040, outlined in the aerial photograph attached hereto as Exhibit A, and located within the "Surplus II" property in the area bounded by Colonel Durham Street, Gigling Road, 6<sup>th</sup> Avenue and 7<sup>th</sup> Avenue (the "Premises"). For the avoidance of doubt and without limiting the foregoing definition, the Premises are adjacent to the structures commonly known as the "Hammerhead Buildings." Tenant's right to use the Premises shall commence on Effective Date and shall continue until terminated pursuant to Section 6F (Termination); provided that in no event shall the term expire later than December 31, 2019. Successor Agency will make commercially reasonable efforts to prevent transient air pollution from nearby demolition activities from entering Premises and will notify Tenant when demolition will begin.
- B. Conditions of Use. The Agreement is subject to the following conditions of use: (a) Tenant will utilize Premises for the sole purpose of testing unmanned aerial vehicles ("UAVs"); (b) Tenant will cease UAV operations in the event of an emergency that requires first responders to access the Premises or, at the request of first responders, will cease UAV operations in the event of an emergency that requires first responders to access any adjacent property, and Tenant will not resume UAV operations until such time as first responders authorize restarting operations; and (c) Tenant and Tenant's employees, contractors or other authorized personnel will not enter or use the structures known as the "Hammerheads", shown as the numbered buildings in Exhibit A.
- C. Fence. On or before April 15, 2017, Successor Agency built, or caused to be built, a fence around the perimeter of the Premises and attached no trespassing signage. Upon the expiration or termination of this Agreement, Tenant shall return the Premises to its original condition, normal wear and tear excluded, by removing equipment and any non-permanent structures, and then surrender the Premises to Successor Agency, without any obligation to remove the fencing or the signage described above.
- D. Rent. Tenant will pay Successor Agency a US \$12,875.00 fee for the rights granted in this Agreement. Successor Agency will submit an invoice to Tenant via email. After receiving a correct invoice from Successor Agency, Tenant will pay Successor Agency within thirty (30) business days of the Effective Date of this Agreement.

2. **CONFIDENTIALITY; PUBLICITY**. Subject to Successor Agency's obligations under the California Public Records Act, Successor Agency will use best efforts to keep confidential Tenant's proprietary and confidential information. Neither party may make any public statement regarding this Agreement without the other party's written approval.
3. **NO WARRANTY**. Successor Agency makes no warranty as to the suitability of the Premises for Tenant's use. Tenant has a duty to inspect the Premises for potential hazards and warn its employees, agents and other personnel of potential hazards.

4. **DEFENSE AND INDEMNITY.** To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6, if applicable), Tenant shall defend (with legal counsel reasonably acceptable to Successor Agency), indemnify and hold harmless Successor Agency and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees" or "Indemnatee" depending upon context) from and against claims, loss, cost, damage, injury, expense and liability (including incidental and consequential damages, court costs, reasonable attorney's fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Tenant, any sub-Tenant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnatee shall not apply to the extent that such Liabilities are caused in part by the negligence, or willful misconduct of such Indemnatee. Tenant further agrees to indemnify Successor Agency for damage to or loss of Successor Agency property, to the proportionate extent they arise out of Tenant's negligent performance of the work associated with this Agreement or to the proportionate extent they arise out of any negligent act or omission of Tenant or any of Tenant's employees, agents, contractors, representatives, patrons, guests or invitees; excepting such damage or loss arising out of the negligence of Successor Agency.
5. **UTILITIES.** Tenant will use generators for electricity and otherwise be responsible for utilities it may need for its use of the Premises.
6. **GENERAL.**
- A. **INSURANCE.** Tenant shall procure and maintain, at its own cost and expense, a commercial general liability insurance policy, naming Successor Agency as an additional 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. The Tenant shall provide the Successor Agency with a certificate of insurance reflecting the terms of this Section 6A. (Insurance). The Tenant shall maintain said insurance in full force and effect throughout the entire term of this Agreement. In addition, Tenant agrees to waive subrogation rights for any Workers' Compensation related injuries.
- B. Other Insurance Requirements.
- a. All insurance required under this Agreement must be written by an insurance company either: (i) admitted to do business in California with a current A.M. Best rating of no less than A or (ii) an insurance company with a current A.M. Best rating of no less than A.
  - b. The Tenant agrees that the Successor Agency shall be given notice in writing at least thirty (30) days in advance of any cancellation thereof.
  - c. The general liability and auto policies shall: (i) provide an endorsement naming Successor Agency, its officers, officials, and employees as additional insureds under an ISO CG 20 10 07 04 or ISO 20 37 07 04 or their equivalent; (ii) provide that such insurance is primary and non-contributing insurance to any insurance or self-insurance maintained by Tenant; (iii) contain a Separation of Insureds provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent; (iv) and provide for a waiver of any subrogation rights against Successor Agency via an ISO CG 24 01 10 93 or its equivalent.
  - d. Prior to the start of work under this Agreement, Tenant shall file certificates of insurance and endorsements evidencing the coverage required by this agreement with Successor Agency. Tenant shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy that would alter the information on the certificate then on file.
  - e. Neither the insurance requirements hereunder, nor acceptance or approval of Tenant's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Tenant's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. Notwithstanding the insurance requirements contained herein, Tenant is financially liable for its indemnity obligations under this Agreement.

- C. Compliance with Laws. Under this Agreement, both parties will comply with all applicable laws and regulations.
- D. Subletting. Tenant will not assign nor sublease all or any part of the Premises without prior written consent by Successor Agency.
- E. Assignment. Successor Agency may not assign or transfer its rights or obligations under this Agreement, and any attempt to do so is void. Tenant may assign or transfer any of its rights or obligations under this Agreement to an affiliate.
- F. Termination.
- a. Termination for Breach. Either party may immediately terminate this Agreement on written notice if the other party is in material breach of this Agreement and fails to cure such breach within 10 days after receiving written notice from the first party identifying the breach.
  - b. Termination for Legal Cause. Either party may immediately suspend performance or terminate this Agreement if an applicable law or an applicable government or court order prohibits such performance.
  - c. Termination for Convenience. Tenant may terminate this Agreement at any time on written notice to Successor Agency.
- G. Notice. All notices of termination or breach must be in English, in writing, and addressed to the other party's legal department. All other notices must be in English, in writing, and addressed to the other party's primary contact. Notice can be by email and will be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable).
- H. Governing Law. ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE GOVERNED BY CALIFORNIA LAW, EXCLUDING CALIFORNIA'S CONFLICT OF LAWS RULES, AND WILL BE LITIGATED EXCLUSIVELY IN THE STATE COURTS OF MONTERREY COUNTY, CALIFORNIA, USA; THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.
- I. Entire Agreement. This Agreement states all the terms agreed between the parties and supersedes all other agreements (including, without limitation, the Property Use Authorization Agreement) between the parties as of the Effective Date relating to its subject matter. In entering into this Agreement, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation, or warranty (whether made negligently or innocently), except those expressly stated in this Agreement. Any terms or conditions on a quote, invoice, or other similar document from Successor Agency related to this Agreement are void.
- J. Amendments. Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement.
- K. Authority. Each party represents, covenants and warrants that the individuals executing this Agreement on behalf of such party has the legal power, right and actual authority to bind it to the terms and conditions of this Agreement.

Signed by the parties' authorized representatives on the dates below.

**Wing Aviation LLC**

**SUCCESSOR AGENCY OF THE CITY OF  
SEASIDE:**

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**(Authorized Signature)**

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**(Authorized Signature)**

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**(Name)**

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**(Name)**

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**(Title)**

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**(Title)**

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**(Date)**

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**(Date)**

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**Postal Address for legal notices:**

**Wing Aviation LLCLLC  
100 Mayfield Avenue  
Mountain View, CA 94043**

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**Postal Address for legal notices:**

**City of Seaside  
440 Harcourt Avenue  
Seaside, CA 93955**

**EXHIBIT A  
DEPICTION OF PREMISES**



