



A G E N D A

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

JOINT SPECIAL MEETING
Council Chamber
440 Harcourt Avenue
Thursday, May 16, 2019
5:30 PM

1. CALL TO ORDER

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

Ian N. Oglesby
David R. Pacheco
Jason Campbell
Jon Wizard
Alissa Kispersky

Mayor/Chair
Mayor Pro Tem/Vice Chair
Council/Agency Member
Council/Agency Member
Council/Agency Member

3. PLEDGE OF ALLEGIANCE

4. 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.

5. CONSENT AGENDA

A. APPROVE MINUTES FROM MAY 2, 2019

RECOMMENDATION: That the minutes are reviewed and approved.

B. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of April 20, 2019 through May 3, 2019 including the payroll and benefits checks, direct deposits and wired payments related to the pay period of April 25, 2019. Total Accounts Payable and Payroll for the above referenced period is \$1,239.50.

C. AUTHORIZATION FOR THE PLACEMENT OF TWO FIREWORKS STANDS OPERATED BY SEASIDE BASED NON-PROFIT ORGANIZATIONS ON

**PROPERTY OWNED BY THE CITY OF SEASIDE PARKING AUTHORITY
BETWEEN JUNE 28, 2019 AND JULY 5, 2019 .**

RECOMMENDATION: To grant a License Agreement to the "Village Project" and "Carpenters House Church" to conduct the sale of fireworks on parcels that are owned by the Parking Authority within the Laguna Grande Shopping Center parking lot between June 28, 2019 and July 5, 2019.

6. BUSINESS ITEMS

A. ADOPT A RESOLUTION TO RESERVE LAND IN THE VICINITY OF GENERAL JIM MOORE AND BROADWAY AVENUE FOR POTENTIAL FAMILY JUSTICE CENTER

RECOMMENDATION: Adopt a Resolution reserving land in the vicinity of General Jim Moore Boulevard and Broadway Avenue for potential Family Justice Center.

7. CLOSED SESSION

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

1. **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
2. **Seaside Resort Development.** Negotiator for the City: Craig Malin, City Manager. Under Negotiation: Instructions to negotiator will concern price, terms of payment or both.
3. **The Property Commonly Referred to as Del Monte Manor** A drainage easement of approximately 8.76 Acres overlying the private property located at 1466 Yosemite Street (APN 012-631-002). Negotiator for the City: Craig Malin, City Manager, Negotiator for Property Owner: Richard G. Glenn, General Counsel and Darryl Choates, President, Del Monte Manor, Inc. Instructions to negotiator will concern price, terms of payment or both.

B. CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (c) - POTENTIAL LITIGATION

Conference with legal counsel regarding the potential initiation of litigation (two potential cases).

8. ADJOURNMENT

Next Regularly Scheduled Meeting:
June 6, 2019
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, 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. Live streamed meeting videos as well as videos of past meetings are available on the City's website at: <http://www.ci.seaside.ca.us/129/City-Council-Committee-Agendas>

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.: 5.A.

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

FROM: Craig Malin, City Manager

BY: Lesley Milton-Rerig, Public Affairs Officer/City Clerk

DATE: May 16, 2019

SUBJECT: APPROVE MINUTES FROM MAY 2, 2019

PURPOSE & RECOMMENDATION

That the minutes are reviewed and approved.

BACKGROUND

Going forward, All Brown Act meetings which are recorded will have Action Minutes prepared for approval, consistent with the current Seaside Municipal Code as stated below. While Discussion Minutes and Verbatim Minutes can be useful at times, with the technological availability of meeting videos, questions, concern or historical research regarding meeting discussion can be referred to the video, which is kept in perpetuity per the City's record retention schedule.

2.02.330 Minutes – Preparation.

A. The minutes shall consist of a clear and concise statement of each and every council action including the motions made and the vote thereon. Reasons for making a motion, or voting, council debate and audience reaction may be included if considered to be particularly relevant or otherwise necessary, by the city clerk in the first instance and by the council in the final instance. The city clerk shall have exclusive responsibility for preparation of the minutes, and any directions for changes in the minutes shall be made only by action of the city council.

2.02.340 Minutes – Hearings.

Whenever the council acts in a quasi-judicial proceeding, such as hearings as defined in SMC 2.02.400, the minutes shall contain a synopsis of all evidence considered in the hearing including statements of persons addressing the council.

(Ord. 382, 1970; prior code § 1-200(H-2))

FISCAL IMPACT

There is no fiscal impact associated with this item but there will be significant staffing efficiencies as a result.

ATTACHMENTS

1. Draft Minutes
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



DRAFT MINUTES

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

JOINT SPECIAL MEETING
Council Chamber
Thursday, May 2, 2019
5:30 PM

1. CALL TO ORDER

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

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

PRESENT: Campbell, Kispersky, Oglesby, Pacheco, Wizard

ABSENT: None

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENT

Speakers: Hector Aspigueta. Sergio Rangel, John Huerta

5. CLOSED SESSION

City Attorney Freeman said the Closed Session items were continued.

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

Agency Negotiators: Craig Malin, City Manager; Roberta Greathouse, Human Resources Director / Risk Manager; Kimberly Drabner, Finance Director; Donna Williamson, Labor Negotiator

Employee Organizations: Seaside City Employees' Association and Seaside Police Officers' Association

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

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

6. CONSENT AGENDA

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

RESULT:

Approved 5-0

A. APPROVAL OF MINUTES FROM APRIL 4, 2019, APRIL 16, 2019 AND APRIL 18, 2019 SPECIAL MEETING

Action: Approved

B. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

Action: Approved and Filed

7. PRESENTATION

A. UPDATE ON CIVIC CAMPUS FEASIBILITY STUDY

Action: The City Council received the presentation.

Studio Gang Representatives presented the preliminary results and draft concepts of a civic building, a judicial court house and city hall at two different potential sites.

8. BUSINESS ITEMS

A. SENATE BILL 189 REGARDING THE PROPOSED EXTENSION OF THE FORT ORD REUSE AUTHORITY

Action: The City Council directed the City Manager to draft a letter to Senator Monning stating that the City Council unequivocally opposes the extension of FORA, but if the proposed legislation goes forward, they request that the legislation: 1) Strike the language permitting the County to decide where and how Seaside revenue is spent, 2) Clarify land sale and CFD revenue from cities stays within those cities, and 3) that the membership of the Board be a 7 member board with two voting representatives from Seaside & Marina. The letter should also state the City Council requests to see the bill in its entirety before they will support it.

9. ADJOURNMENT

On motion the meeting was adjourned at 6:50 PM in honor of Joe Watson.

Respectfully submitted,

Lesley Milton-Rerig, City Clerk

Ian N. Oglesby, Mayor



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 5.B.

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

FROM: Craig Malin, City Manager

BY: Lori Merwin, Finance Assistant
Kimberly Drabner, Finance Director

DATE: May 16, 2019

SUBJECT: APPROVE AND FILE SUCCESSOR AGENCY CHECKS

PURPOSE & RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of April 20, 2019 through May 3, 2019 including the payroll and benefits checks, direct deposits and wired payments related to the pay period of April 25, 2019. Total Accounts Payable and Payroll for the above referenced period is \$1,239.50.

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 exceeding \$10,000 for the period of 4/20/2019 through 5/3/2019.

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 fiscal impacts.

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, Community Development Manager
Rick Medina, Senior Planner

DATE: May 16, 2019

SUBJECT: AUTHORIZATION FOR THE PLACEMENT OF TWO FIREWORKS STANDS OPERATED BY SEASIDE BASED NON-PROFIT ORGANIZATIONS ON PROPERTY OWNED BY THE CITY OF SEASIDE PARKING AUTHORITY BETWEEN JUNE 28, 2019 AND JULY 5, 2019 .

PURPOSE & RECOMMENDATION

To grant a License Agreement to the "Village Project" and "Carpenters House Church" to conduct the sale of fireworks on parcels that are owned by the Parking Authority within the Laguna Grande Shopping Center parking lot between June 28, 2019 and July 5, 2019.

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 2019 Fireworks Sales Event that will occur between June 28, 2019 and July 5, 2019, the City of Seaside has received a request from the Village Project and the Carpenter's House Church for the use of parcels that are owned by the Parking Authority and/or are under the control of the Successor Agency to the Redevelopment Agency. 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 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

No fiscal impact.

ATTACHMENTS

1. Attachment 1 - Letter of Request
2. Attachment 2 - Site Maps
3. Attachment 3 - Site Photos
4. Attachment 4 - Use Agreements

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

ATTACHMENT 1

Letters of Request

Letter of Request **The Village Project**



Monterey County NAACP Youth Council

Post Office Box 1308 Seaside, California 93955

April 4, 2019

City of Seaside
Attn: Parking Authority
440 Harcourt Ave.
Seaside, CA 93955

Dear Parking Authority,

We are requesting permission to use the Home Depot parking lot, in Seaside, to hold our Annual Fireworks Booth Fundraiser. Sells from the Fireworks Booth allows us to hold our Annual Youth Summit. The day-long summit provides youth and parents the opportunity to engage in various workshops and enrichment activities dealing with many of the challenges we all face. This is a free event and provides breakfast, lunch and child care to our participants. Historically, we have had up to 300 attendees. The Fireworks Booth Fundraiser allows us to offer this much needed event. . Due to a Seaside ordinance, we are no longer able to use the parking lot at Shells Gas Station, in seaside, which we have used for many years. The ordinance states that we have to be so many feet away from the gas pumps. We were told by the Seaside Fire Chief and the City of Seaside that it a good possibility that we will be able to use Home Depot's parking lot for our Fundraiser.

I have enclosed a site plan of where our fireworks booth stand could possibly be placed. If you have any questions, please call me.

Thank you for your consideration.

Monica Mapp-Smith
NAACP Youth Council Advisor
Wk:831-392-1500
Cell:831-521-6300



Monterey County NAACP Youth Council

Post Office Box 1308, Seaside California 93955

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

April 4, 2019

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		<i>London Hofma</i>	Date	<i>4/5/19</i>
Staples	X	_____	Date	_____

Thank you in advance,

Monica Mapp-Smith
NAACP Youth Council Advisor
831-392-1500



Monterey County NAACP Youth Council

Post Office Box 1308, Seaside California 93955

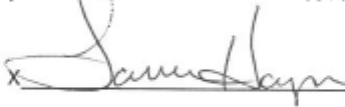
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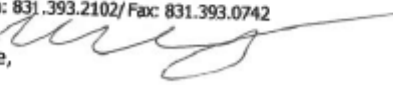
Shell X  Date 4-4-19

Home Depot X  Date 4/12/19

Smart & Final X  Date 4/12/19

McDonalds X _____ Date _____

Staples X Staples Store 0282
1550 Canyon Del Rey Blvd
Seaside, CA 93955 Date 4-12-19
Ph: 831.393.2102/ Fax: 831.393.0742

Thank you in advance, 

Monica Mapp-Smith
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

April 4, 2019

Seaside Parking Authorities
440 Harcourt Avenue
Seaside, CA 93955

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Home Depot	X	_____	Date	_____
Smart & Final	X	_____	Date	_____
McDonalds		<i>London Xofma</i>	Date	<i>4/5/19</i>
Staples	X	_____	Date	_____

Thank you in advance,

Monica Mapp-Smith
NAACP Youth Council Advisor
831-392-1500



Letter of Request The Carpenter's House Church



Director Kurt Overmeyer
Seaside Economic Development Agency
440 Harcourt
Seaside, CA 93955

April 15, 2018

Dear Mr. Overmeyer:

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 1175 Broadway Ave. It has served us well and the people of our city enjoy the accessibility of the location. However, we understand it is now under contract and may not be available.

We would therefore like to request permission to use the lot at 1560 Canyon Del Rey. 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@carpentershhouse.org. Thank you again.

Fred C. Meeks

Pastor
The Carpenter's House

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

STAPLES

Property Permission Use

To: City Clerk, Local Fire Agency, and/or Other Interested Parties

THE UNDERSIGNED OWNER AND/OR CONTROLLING PARTY OF THE PROPERTY LISTED BELOW HEREBY GRANTS PERMISSION TO:

and Phantom Fireworks Western Region LLC,

Organization Name

The EXCLUSIVE use of the property located at:

Location Name Address

City, State, Zip County

FOR THE FIREWORKS SEASON OF:

2019 _____ 2020 _____ 2021 _____ 2022 _____

PLEASE INITIAL YEARS OF APPROVAL

THE ORGANIZATION AND/OR PHANTOM FIREWORKS, AGREE TO SEE THAT THE PROPERTY LISTED ABOVE WILL BE CLEARED OF ALL STANDS AND REFUSE

WITHIN 5-10 DAYS OF THE CLOSE OF THE SEASON.

Please Complete in Entirety for Insurance Certificate:

Property Owner/Controller of Property

Mailing Address

City

State

Zip

Phone Number

Email Address

Signature

Date

Print Name

Each individual signing expressly represents and warrants that they are authorized by the entity for which they sign, to commit the entity to the terms set forth herein.

Notes:

Phantom Fireworks Western Region LLC

8341 Demetre Avenue

Sacramento, CA 95828

916-388-1479

916-388-1476 fax

SMART + FINAL

Property Permission Use

To: City Clerk, Local Fire Agency, and/or Other Interested Parties

THE UNDERSIGNED OWNER AND/OR CONTROLLING PARTY OF THE PROPERTY LISTED BELOW HERE-BY GRANTS PERMISSION TO:

and Phantom Fireworks Western Region LLC,

Organization Name

The EXCLUSIVE use of the property located at:

Location Name Address

City, State, Zip County

FOR THE FIREWORKS SEASON OF:

2019 _____ 2020 _____ 2021 _____ 2022 _____

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THE ORGANIZATION AND/OR PHANTOM FIREWORKS, AGREE TO SEE THAT THE PROPERTY LISTED ABOVE WILL BE CLEARED OF ALL STANDS AND REFUSE

WITHIN 5-10 DAYS OF THE CLOSE OF THE SEASON.

Please Complete in Entirety for Insurance Certificate:

Property Owner/Controller of Property

SMART + FINAL

Mailing Address

City

State

Zip

Phone Number

Email Address

Signature

[Handwritten Signature]

Date

5/8/19

Print Name

Each individual signing expressly represents and warrants that they are authorized by the entity for which they sign, to commit that entity to the terms set forth herein.

Notes:

Phantom Fireworks Western Region LLC

8341 Demetre Avenue

Sacramento, CA 95828

916-388-1479

916-388-1476 fax

HOME DEPOT

Property Permission Use

To: City Clerk, Local Fire Agency, and/or Other Interested Parties

THE UNDERSIGNED OWNER AND/OR CONTROLLING PARTY OF THE PROPERTY LISTED BELOW HERE-BY GRANTS PERMISSION TO:

and Phantom Fireworks Western Region LLC,

Organization Name

The EXCLUSIVE use of the property located at:

Location Name Address

City, State, Zip County

FOR THE FIREWORKS SEASON OF:

2019 _____ 2020 _____ 2021 _____ 2022 _____

PLEASE INITIAL YEARS OF APPROVAL

THE ORGANIZATION AND/OR PHANTOM FIREWORKS, AGREE TO SEE THAT THE PROPERTY LISTED ABOVE WILL BE CLEARED OF ALL STANDS AND REFUSE

WITHIN 5-10 DAYS OF THE CLOSE OF THE SEASON.

Please Complete in Entirety for Insurance Certificate:

Property Owner/Controller of Property

HOME DEPOT

Mailing Address

City,

State,

Zip

Phone Number

Email Address

Signature

Date

Print Name

Each individual signing expressly represents and warrants that they are authorized by the entity for which they sign, to commit that entity to the terms set forth herein.

Notes:

Phantom Fireworks Western Region LLC

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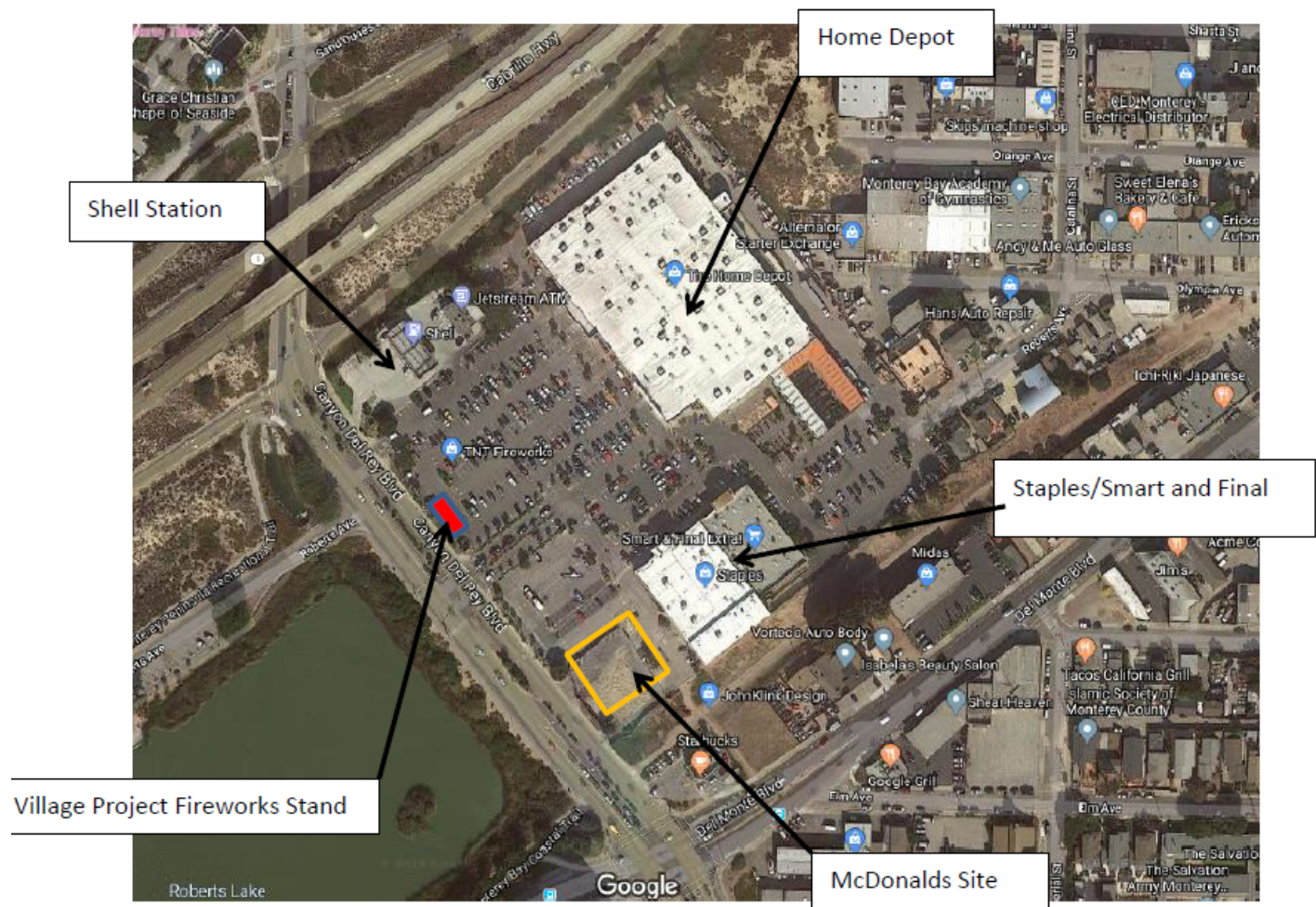
ATTACHMENT 2

Location Maps

LOCATION MAP

THE VILLAGE PROJECT

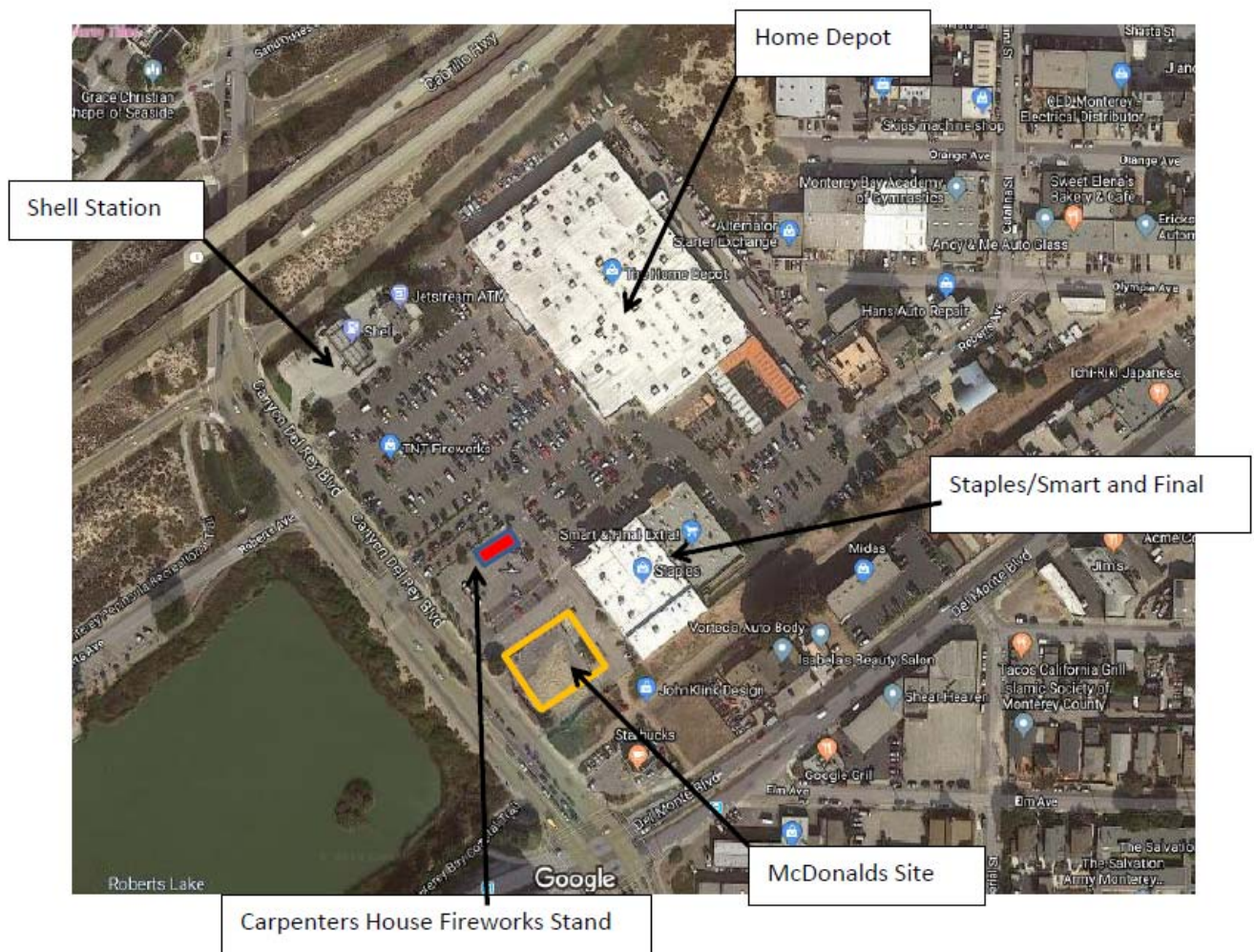
**Project Location: In front of 1590 Canyon del Rey Blvd.
(APN#: 011-561-013)**



LOCATION MAP

CARPENTER'S HOUSE CHURCH

Project Location: APN# 011-561-014



ATTACHMENT 3

Site Photographs

Village Project Site



Fireworks stand

View of Fireworks stand looking east



View of Fireworks Stand looking south

Carpenters House Site



View from drive entrance looking southeast

Fireworks stand



View from Staples Store



View from Canyon Del Rey Boulevard looking northwest

ATTACHMENT 4
Firework Sales Use Agreements

FIREWORKS SALES USE AGREEMENT

The Village Project

Firework Sales Use Agreement

THIS AGREEMENT made and executed this 16th day of May, 2019, by and between the City of Seaside Parking Authority, herein referred to as "Parking Authority" and the The Village Project hereinafter referred to as "Tenant" provides as follows:

1. PREMISES

The "Parking Authority" authorizes the Tenant to use the land known as Assessor's Parcel Number 011-561-013 shown on the attached site plan that is located within the vacant area of the parking lot on the west side of the main entrance to the Laguna Grande Shopping Center (Exhibit A).

2. TERM OF AGREEMENT

The parties hereto agree that the Tenant shall have exclusive use of the premises herein described from June 28, 2019 thru July 5, 2019.

3. INSURANCE

The Tenant shall procure and maintain, at its own cost and expense, an insurance policy acceptable to the "Parking Authority", naming the City of Seaside and the "Parking Authority" 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 "Parking Authority", 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, 2019.
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 City property may be revoked by the City of Seaside and/or the Seaside Parking Authority 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 "Parking Authority" 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. 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 "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" 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 "Parking Authority" 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 "Parking Authority". 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)

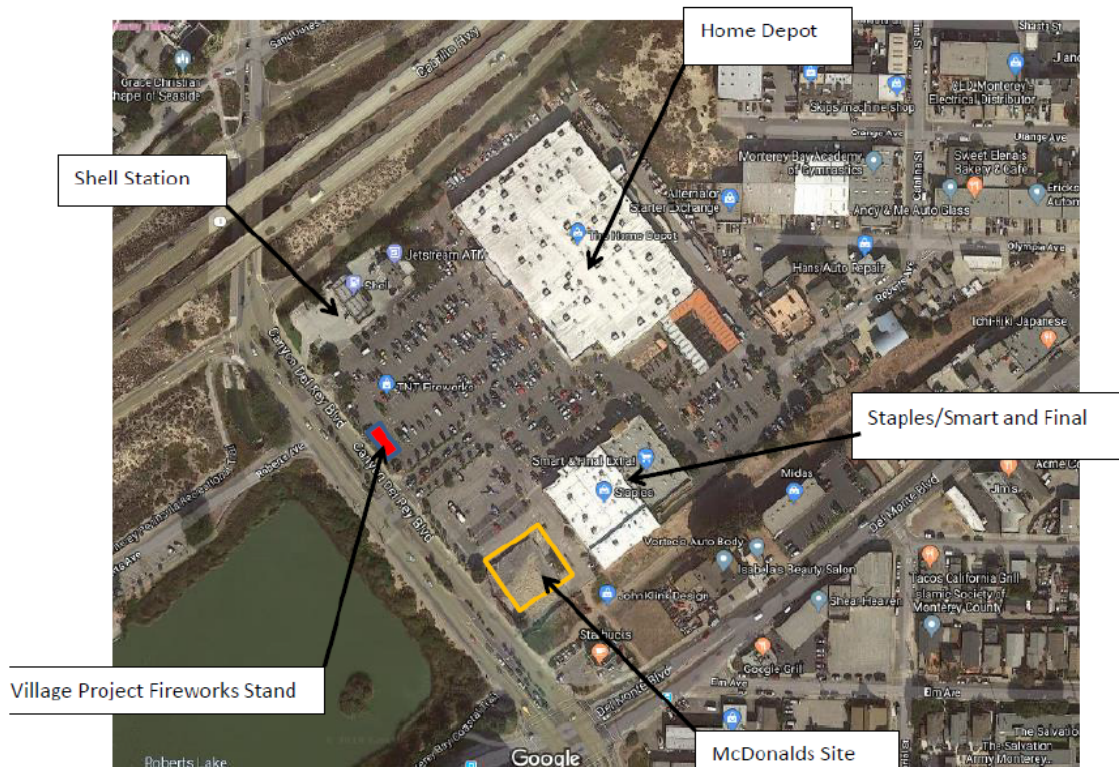
Print Name/Title

Signature

Exhibit A

THE VILLAGE PROJECT

**Project Location: In front of 1590 Canyon del Rey Blvd.
(APN#: 011-561-013)**



FIREWORKS SALES USE AGREEMENT

The Carpenter's House Church

Firework Sales Use Agreement

THIS AGREEMENT made and executed this 16th day of May, 2019, by and between the City of Seaside Parking Authority, a municipal corporation, hereinafter referred to as "Parking Authority", and The Carpenter's House Church hereinafter referred to as "Tenant" provides as follows:

1. PREMISES

The "Parking Authority" authorizes the Tenant to use the land known as Assessor's Parcel Number 011-561-014 shown on the attached site plan that is located within the areas of the parking lot near the east side of the main entrance to the Laguna Grande Shopping Center Parking Lot (Exhibit A).

2. TERM OF AGREEMENT

The parties hereto agree that the Tenant shall have exclusive use of the premises herein described from June 28, 2019 thru July 5, 2019.

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 "Parking Authority" 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 "Parking Authority" 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 "Parking Authority", 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, 2018.
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 "Parking Authority" 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 "Parking Authority" 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. 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 "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" 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 "Parking Authority" 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 "Parking Authority". 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, this agreement is executed by the parties hereto on the day and year first above written.

City of Seaside/Parking Authority
Group)

Tenant (Non-Profit

Craig Malin, Executive Director

The Carpenter's HouseChurch
(Name of Organization)

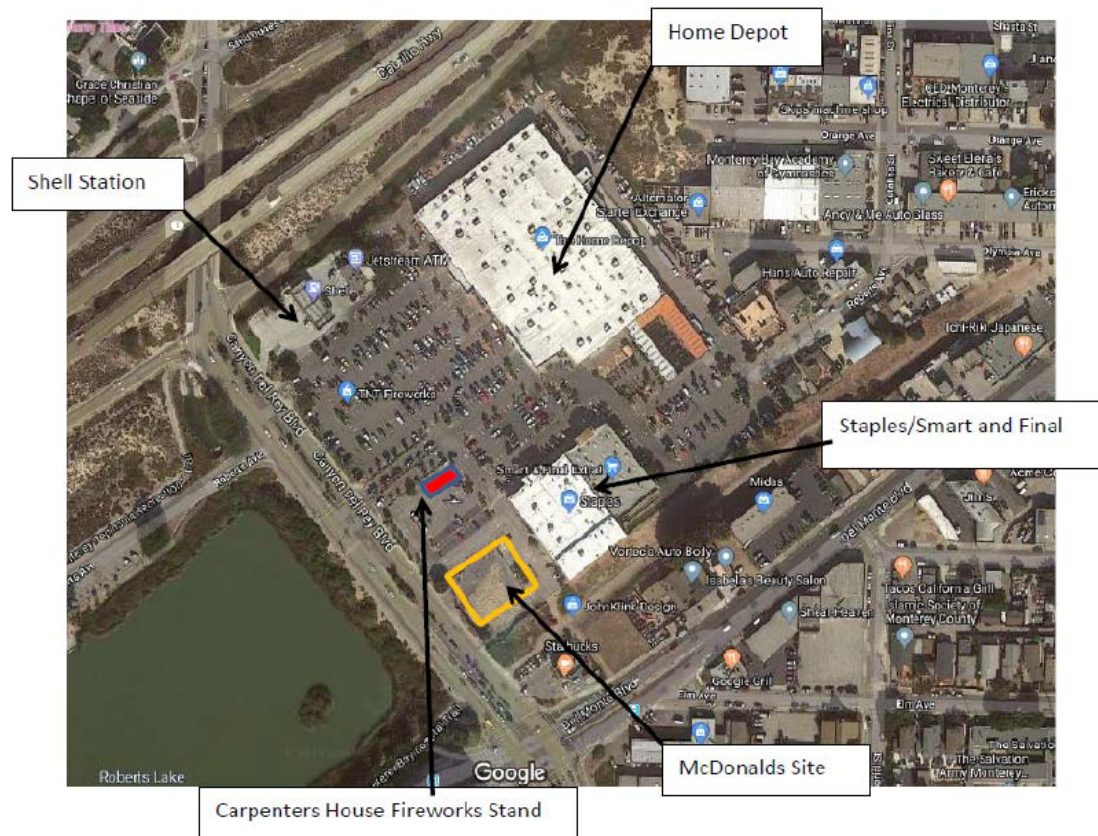
Print Name/Title

Signature

Exhibit A

CARPENTER'S HOUSE CHURCH

Project Location: APN# 011-561-014





CITY OF SEASIDE STAFF REPORT

Item No.: 6.A.

TO: City Council

BY: Craig Malin, City Manager

DATE: May 16, 2019

**SUBJECT: ADOPT A RESOLUTION TO RESERVE LAND IN THE VICINITY
OF GENERAL JIM MOORE AND BROADWAY AVENUE FOR
POTENTIAL FAMILY JUSTICE CENTER**

PURPOSE & RECOMMENDATION

Adopt a Resolution reserving land in the vicinity of General Jim Moore Boulevard and Broadway Avenue for potential Family Justice Center.

BACKGROUND

As the City is progressing with a General Plan Update that envisions a thirty-acre parcel of former Fort Ord land east of General Jim Moore Boulevard for public / institutional uses, the Superior Court of California, County of Monterey has identified a need for a parcel of land on which to site a new Family Justice Center. Monterey County judges have an interest in up to ten acres of what could be formally identified as a thirty-acre public / institutional parcel within the total 625 acre "Seaside East" planning area as the General Plan Update is finalized later this year.

The City contracted with the Studio Gang architecture firm to conduct a Feasibility Study of a civic campus in the vicinity of General Jim Moore Boulevard and Broadway Avenue. The Feasibility Study has concluded a civic campus including a Family Justice Center, City Hall and third public building is programmatically viable at the location, with courthouse construction costs within a range viable for consideration by the Judicial Council of California.

With potential courthouse locations under review by the Judicial Council, a resolution reserving property for a courthouse within a civic campus is recommended.

ATTACHMENTS

1. Draft Resolution in support of a Monterey Family Justice Center
 2. Link to feasibility study: <https://we.tl/t-6fFj7dhDoe>
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE SUPPORTING A MONTEREY FAMILY JUSTICE CENTER

WHEREAS, the City of Seaside is the largest city by population on the Monterey Peninsula; and

WHEREAS, at the request of the Superior Court of California, Monterey County, the City of Seaside contracted for a Feasibility Study to determine challenges and opportunities of siting a Family Justice Center in the vicinity of General Jim Moore Boulevard and Broadway Avenue; and

WHEREAS, in keeping with the City of Seaside's selection of a prominent architect for its City Hall, the City contracted with Studio Gang architects to conduct the Feasibility Study; and

WHEREAS, in the interests of planning for the most cost-efficient public infrastructure, while maximizing public benefit, the Feasibility Study explores the opportunities associated with a civic campus including a Family Justice Center, City Hall and Community Facility; and

WHEREAS, the Feasibility Study has determined a civic campus is programmatically viable on the site identified for exploration by the Superior Court, Monterey County; and

WHEREAS, any further exploration of siting any public facility at the location will require adherence to CEQA processes; and

WHEREAS, studies have documented that courthouses are economic development catalysts, with one study documenting cities that have courthouses have twenty-five percent more professional, technical and scientific businesses, and twenty-six percent more education, healthcare and social assistance related businesses within proximity to a county courthouse than cities that do not have a county courthouse; and

WHEREAS, the City of Seaside values intergovernmental partnerships to promote efficiency and maximize public value.

NOW, THEREFORE, BE IT RESOLVED that the City of Seaside, by its best efforts and good faith, commits to support, promote and creatively participate in the development of a Family Justice Center in the vicinity of General Jim Moore Boulevard and Broadway Avenue, in a manner to be further defined in collaboration with the

Superior Court of California, County of Monterey and the Judicial Council of California, Office of the courts; and

BE IT FURTHER RESOLVED, the City of Seaside shall reserve five to ten acres of land for a Family Justice Center to be sited within a civic campus, with shared public infrastructure; and

BE IT FURTHER RESOLVED, upon appropriation of funds by the State of California to construct a Family Justice Center within a civic campus in the vicinity of General Jim Moore Boulevard and Broadway Avenue by June 30, 2023, the City of Seaside shall convey property necessary for construction of the Family Justice Center to the Judicial Council of California for not more than \$1; and

BE IT FURTHER RESOLVED, that this resolution shall be reviewed by the City of Seaside as needed, to consider extension of the reservation of City-owned property for a Family Justice Center.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 16th day of May 2019 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

Ian Olgesby, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk

