



AGENDA

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

SPECIAL MEETING
VIRTUAL ONLY

Thursday, April 16, 2020

7:30 PM or Following the Conclusion
of the Regular City Council Meeting

Pursuant to Governor Newsom's Executive Orders [N-29-20](#) and [N-33-20](#), and to do all we can to help slow the spread of COVID-19 (coronavirus) City of Seaside meetings will be adapted in the following ways:

- Meetings of the Seaside City Council and its Boards and Commissions will be conducted with virtual (electronic) participation only. Members of the public may watch the live stream of the City Council and Boards and Commission meetings at <https://bit.ly/SeasideYouTube>
- Members of the public may participate before and during each meeting by submitting comment(s) to cityclerk@ci.seaside.ca.us. The clerk will read each received public comment aloud into the record at the designated time, subject to time limits that may be imposed pursuant to the Brown Act. In the subject line of a public comment email, please specify the meeting body and date and indicate the relevant item number or "general" to help staff easily receive and organize public comments.

1. CALL TO ORDER

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

Ian N. Oglesby	Chair
David R. Pacheco	Vice Chair
Jason Campbell	Agency Member
Jon Wizard	Agency Member
Alissa Kispersky	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 AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION: Approve and file the accounts payable and

wired payments made during the period of March 7, 2020 through March 20, 2020 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending March 12, 2020. Total Accounts Payable and Payroll for the above referenced period is \$2.26.

B. ADOPT A RESOLUTION AUTHORIZING THE RENEWAL OF PROPERTY USE AUTHORIZATION AGREEMENT WITH ASHFLOYD, LLC. FOR THE PURPOSES OF AERIAL DRONE TESTING IN THE AREA ADJACENT TO THE "HAMMERHEAD" STRUCTURES.

RECOMMENDATION: Adopt a resolution and authorize execution of agreement.

6. ADJOURNMENT

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. Agendas are posted 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 Governor Newsom's Executive Orders N-29-20 and N-33-20.



**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: Jessica Riley, Accounting Assistant
Kimberly Drabner, Finance Director

DATE: April 16, 2020

SUBJECT: APPROVE AND FILE SUCCESSOR AGENCY CHECKS

PURPOSE & RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of March 7, 2020 through March 20, 2020 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending March 12, 2020. Total Accounts Payable and Payroll for the above referenced period is \$2.26.

BACKGROUND

In accordance with Government Code Section 37208, at each City Council meeting the Council 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 City Council for inspection and confirmation.

A description of the checks and wires exceeding \$10,000 are as follows:

- No checks exceeded \$10,000.

The Checks report is available on the City's website here:
<http://www.ci.seaside.ca.us/194/Check-Draft-Register>

FISCAL IMPACT

There are no additional fiscal impacts.

ATTACHMENTS

None



**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: Kurt Overmeyer, Economic Development Manager

DATE: April 16, 2020

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE RENEWAL OF
PROPERTY USE AUTHORIZATION AGREEMENT WITH
ASHFLOYD, LLC. FOR THE PURPOSES OF AERIAL DRONE
TESTING IN THE AREA ADJACENT TO THE "HAMMERHEAD"
STRUCTURES.**

PURPOSE & RECOMMENDATION

Adopt a resolution and authorize execution of agreement.

BACKGROUND

For the past three years, Ashfloyd, LLC. has had a Property Use Authorization Agreement with the Successor agency to use the area around the structures known as the "Hammerheads" located between 6th and 7th Avenues and Colonel Durham Road and Gigling Road for the purposes of testing an unmanned autonomous aerial vehicle. The tenant has utilized this area occasional for this purpose and would like to continue through the remainder of calendar year 2020.

In the past, FORA had paid for a fence around these structures which served a dual purpose, to keep people away from the Hammerhead structures and to keep people from wandering into the area during a test of the aerial vehicle. Due to the dissolution of FORA, the fence will now be removed. As a result, the tenant will have additional expenses to secure the site during testing. As a result, the rent payment is the same amount as it was last year, \$12,875.

Additionally, the Amended and Restated Property Use Agreement allows the Successor Agency to terminate the agreement for the purposes of demolition of the Hammerheads should that need arise with a 30 day notice. The Successor Agency would be required to return a prorated share of the rent payment should this occur.

FISCAL IMPACT

The tenant would pay rent totaling \$12,875 with no expected expenditures on the part of the Successor Agency.

ATTACHMENTS

1. Resolution
 2. Draft Agreement
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 20-XX

**A RESOLUTION OF SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY
OF THE CITY OF SEASIDE**

**APPROVING AN AMENDED AND RESTATED PROPERTY AUTHORIZATION
AGREEMENT**

WHEREAS, Ashfloyd, LLC. desires to extend the use of the area around the "Hammerhead" structures near 7th Avenue for the purpose of testing unmanned autonomous aerial vehicles; and

WHEREAS, The Successor Agency has maintained a Property Authorization Agreement with Ashfloyd, LLC.; and

WHEREAS, The Successor Agency wishes to amend the agreement to extend the term through the end of 2020.

NOW, THEREFORE BE IT RESOLVED, that the Successor Agency to the Redevelopment Agency of the City of Seaside authorizes the City Manager or designee to execute an Amended and Restated Property Use Agreement, including any non-substantive changes, with Ashfloyd, LLC. for a rent payment of \$12,875.

PASSED AND ADOPTED at a regular meeting of the Successor Agency of the former Redevelopment Agency of the City of Seaside held on the 16th day of April, 2020 by the following vote:

AYES: ___ COUNCIL/AGENCY MEMBERS
NOES: ___ COUNCIL/AGENCY MEMBERS
ABSENT: ___ COUNCIL/AGENCY MEMBERS
ABSTAIN: ___ COUNCIL/AGENCY MEMBERS

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk

AMENDED AND RESTATED PROPERTY USE AUTHORIZATION AGREEMENT

THIS AMENDED AND RESTATED PROPERTY USE AUTHORIZATION AGREEMENT (hereinafter "Agreement") is entered into as of January 1, 2020 (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, 2020.

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, 6th Avenue and 7th 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. Tenant understands that the fence surrounding the testing area may be removed during the term of this extension.
- D. Demolition. Tenant understands that if funding becomes available for demolishing the remaining structures in the testing area that the structures may be demolished. In the event this occurs, the Successor Agency may terminate this Agreement on 30 days written notice, and shall refund the Tenant a pro rata share of Rent.
- E. 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:**

(Authorized Signature)

(Authorized Signature)

(Name)

(Name)

(Title)

(Title)

(Date)

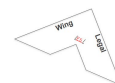
(Date)

Postal Address for legal notices:

Postal Address for legal notices:

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

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



**EXHIBIT A
DEPICTION OF PREMISES**

