



AGENDA

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

REGULAR MEETING
440 HARCOURT AVE (COUNCIL CHAMBER)
Thursday, September 4, 2025
5:00 PM

NOTICE: *The City Council will hold its public meetings in person, with a virtual option for public participation based on availability. The City of Seaside utilizes Zoom tele-conferencing technology for virtual public participation; however, we make no representation or warranty of any kind, regarding the adequacy, reliability, or availability of the use of this platform in this manner. Participation by members of public through this means is at their own risk.*

1. To view this meeting: Please click on the following link to the City of Seaside YouTube Channel: <https://www.youtube.com/c/CityofSeasideCalifornia>
2. To view or participate this meeting: Using the Zoom application on your smart phone, laptop, tablet or desktop and click on this link: <https://ci-seaside-ca-us.zoom.us/j/81936832059>
WEBINAR ID: 819 3683 2059
3. To listen or participate by phone: Please call (669) 900-9128
Enter the **WEBINAR ID:** 819 3683 2059 when prompted. There is no participate code – press the pound sign # after the recording prompts you.
4. To make public comment, the following options are available:
Before the Meeting via Email: Written comments can be emailed to CityClerk@ci.seaside.ca.us Include the following subject line: "Public Comment Item #____" (insert the agenda item number relevant to your comment). Written comments must be received by 2:00 p.m. on the day of the meeting.

During the Meeting: When the Chair calls for public comment, members of the public participating in person and wishing to address the City Council may approach the podium when the Chair calls for public comment.

When the Chair calls for public comment, members of the public participating on Zoom and wishing to address the City Council can queue to speak with the "Raise Hand" feature. On the Zoom application, click the "Raise Hand" button. On the phone, press *9 to "Raise Hand"; press *6 to unmute.

5. In accordance with the City's Remote Meeting Participation Policy for Public Comment: The City of Seaside reserves the right to refuse, limit, and/or revoke use of video conferencing technology and the option for virtual public participation. Granting use of the virtual participation in no way constitutes an endorsement of any person or group to display hateful conduct, including sending or posting hateful images, making violent threats, or targeting others with hateful or abusive speech. The City may remove any participant that violates its agreement or applicable policy with proper notice as outlined in the conditions of use/meeting access.

1. CALL TO ORDER

2. ROLL CALL – ESTABLISHMENT OF QUORUM

Ian N. Oglesby	Mayor/Chair
David R. Pacheco	Mayor Pro Tem/Vice Chair
Alexis Garcia-Arrazola	Council/Agency Member
Rita Burks	Council/Agency Member
Alex Miller	Council/Agency Member

3. INVOCATION AND PLEDGE OF ALLEGIANCE

4. REVIEW OF AGENDA

If there are any items that arose after the 72-hour posting deadline, this is the point in the meeting where a vote may be taken to add the item to the agenda. (A 2/3-majority vote is required).

5. 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 (3) minutes. Public Comments for "Presentations" on this agenda are also taken at this time; comments on specific agenda items are heard under that item. For the public record, please state your name.

6. PUBLIC AGENCY COMMUNICATIONS

This is a time specifically set aside for representatives of public agencies to make brief comments of general interest to the City Council and the community.

A. SEASIDE CITY NEWS BROADCAST OF UPCOMING CITYWIDE EVENTS AND COMMUNITY ANNOUNCEMENTS

7. PRESENTATIONS

A. UPDATE ON THE SAN PABLO PEDESTRIAN BRIDGE PROJECT (THOMAS KORMAN, PUBLIC WORKS DIRECTOR/CITY ENGINEER AND ANDREAS BAER, ASSISTANT PUBLIC WORKS DIRECTOR)

B. CITY BOARDS AND COMMISSIONS EDUCATION AND ENGAGEMENT INITIATIVE (DOMINIQUE DAVIS, CITY CLERK)

8. CONSENT AGENDA

A. APPROVE MINUTES FROM AUGUST 21, 2025, REGULAR MEETING

RECOMMENDATION: Approve minutes as presented in the agenda packet.

B. APPROVE AND FILE CITY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of April 5, 2025 - May 2, 2025, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period April 17, 2025 through May 1, 2025.

Total Accounts Payable and Payroll for the following periods is:

April 05, 2025 through April 17, 2025 = \$1,712,356.43

April 18, 2025 through May 01, 2025 = \$1,667,445.97

C. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of April 5, 2025, through May 2, 2025, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period from April 17, 2025, through May 1, 2025. Total Accounts Payable and Payroll for the above referenced period is \$2,431.64.

D. APPROVE A PROCLAMATION RECOGNIZING SEPTEMBER AS NATIONAL MENTAL AND SUBSTANCE-USE DISORDER RECOVERY MONTH

RECOMMENDATION: Approve proclamation.

E. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$3,000.00 FROM SEASIDE POLICE ACTIVITIES LEAGUE TO ASSIST WITH THE COSTS ASSOCIATED WITH THEIR SPORTS PROGRAMS

RECOMMENDATION: Approve the request.

F. ADOPT A RESOLUTION FOR AUTHORIZATION TO DISPOSE OF SURPLUS CITY VEHICLES AND EQUIPMENT

RECOMMENDATION: Authorize the disposal of select City vehicles and equipment.

G. ADOPT A RESOLUTION AWARDED ON-CALL PROFESSIONAL SERVICES AGREEMENTS FOR CIVIL ENGINEERING AND SURVEYING SERVICES IN THE AMOUNT OF \$250,000.00, AND ENVIRONMENTAL PLANNING AND PERMITTING SERVICES IN THE AMOUNT OF \$500,000.00

RECOMMENDATION: Award contracts to Denise Duffy & Associates, Inc., Ecosystems West Consulting Group; EMC Planning Group, Inc., and Harris & Associates for on-call professional services; and award contract to Harris and Associates, Inc. for on-call civil engineering and surveying services.

H. ADOPT A RESOLUTION AUTHORIZING A COST-SHARING MEMORANDUM OF UNDERSTANDING FOR SUPPORT FOR FRANCHISE COLLECTION PLANNING BETWEEN REGEN MONTEREY AND ITS MEMBER AGENCIES

RECOMMENDATION: Approve a Memorandum of Understanding (MOU) with ReGen Monterey.

I. REVIEW AND TAKE ACTION ON THE TRAFFIC ADVISORY COMMITTEE (TAC) RECOMMENDATION TO INSTALL SPEED CUSHIONS BETWEEN 1497 TO 1509 PLUMAS AVENUE

RECOMMENDATION: Approve the Traffic Advisory Committee's recommendation.

9. BUSINESS ITEMS

A. ADOPT A RESOLUTION AWARDED A CONTRACT WITH RETAIL STRATEGIES, INC. FOR THE RETAIL AND COMMERCIAL ADVISORY SERVICES

RECOMMENDATION: Award the contract.

10. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

B. FOLLOW UP ON PREVIOUS REQUESTS

11. CITY ATTORNEY, CITY MANAGER, CITY COUNCIL AND MAYOR COMMENTS AND REPORTS ON COMMITTEE ASSIGNMENTS

This is a time specifically set aside for members of the City Council, the City Manager and City Attorney to make brief comments of general interest to the community and report on committee assignments.

12. CLOSED SESSION

Pursuant to Government Code Section 54956 et seq., the City Council and Successor Agency to Redevelopment Agency may adjourn to a Closed Session to consider specific matters dealing with litigation, certain personnel matters, property negotiations or to confer with the City Attorney. Public comments on these items are taken after being read by the City Attorney. For the public record, please state your name.

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957

Public Employee: City Manager

B. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE 54956.9 (D)(2)

Two matters of potential litigation

13. ADJOURNMENT

Next Regularly Scheduled Meeting:
September 18, 2025
5:00 p.m.

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.



DRAFT MINUTES

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

REGULAR MEETING
440 HARCOURT AVE
Thursday, August 21, 2025
5:00 PM

1. CALL TO ORDER

Mayor/Chair Oglesby called the meeting to order at 5:00 p.m.

2. ROLL CALL – ESTABLISHMENT OF QUORUM

PRESENT: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco
ABSENT: None

3. INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was led by Rev. Harold H. Lusk (Bethel Missionary Baptist Church).
The pledge was led by Council/Agency Member Miller.

4. REVIEW OF AGENDA

Items 8D and 13B were requested to be removed from the agenda by staff.

5. PUBLIC COMMENT

Seaside Highlands Homeowner, Dianne Nielson, Danny Bakewell, Jr., Robert Daniels,
Rev. Harold Lusk, Lora James, Peter Kaiser, Nina Beatty, Karla Lobo, Carter
Randolph, Lynda Cunningham

6. PUBLIC AGENCY COMMUNICATIONS

Jonathan Amandi, Monterey Peninsula Airport Board, provided updates about the
new terminal being built and is scheduled to be completed late 2027. Visit
<https://www.montereyairport.com/transform> for more information.

A. SEASIDE CITY NEWS BROADCAST OF UPCOMING CITYWIDE EVENTS AND COMMUNITY ANNOUNCEMENTS

The following events were announced:

- Friday, August 29th, from 4 to 8 p.m., Hot Cars & Cool Nights takes over Broadway Avenue in Seaside! This month's theme spotlights American muscle cars—with live music, raffles, awards, and a stunning lineup of classics. Admission is free, and show car entries are just ten dollars. Presented by Gold Coast Rods and co-sponsored by the City of Seaside.

- The Seaside Library is turning 50. Join us Saturday, September 6th at 1 p.m. for a fun-filled afternoon honoring five decades of books, learning, and community.
- Monterey County Pops! is marking its 40th Anniversary with a free concert at Seaside City Hall Lawn. Join us Monday, September 1st, with a pre-show at 1 p.m. and the orchestra performance at 2 p.m. Bring your chairs, bring your friends, and enjoy a holiday filled with music and community.
- 'El Piano de México'—Arturo Aquino—live in Seaside! Saturday, August 23rd from 7 to 9 p.m. at the Palenke Arts Teen Arts Center for an unforgettable evening of music. Tickets are just \$30 and available now on Eventbrite
- The City of Seaside is excited to announce two nominations in the Weekly's Best of Monterey County reader's poll! The Oldemeyer Center is nominated for Best Hangout for Seniors. ♪♪ and Blues in the Park is up for Best Venue for Blues. Vote today at www.montereycountynow.com/bestof
- Everyone's Harvest, in partnership with Farms Together, is offering FREE boxes of produce at the Seaside Farmer's Market every Thursday! Please note that the new time for box distribution is 4:30 p.m. at Laguna Grande Park on Thursdays.
- Join FOSPA on Saturday, August 9th at Farallones Park, and, on the 23rd at Havana Soliz Park, and on the 30th at Mescal Neil Park, for a day of service and outdoor fun! For more information, visit www.FriendsofSeasideParks.org
- 18th Annual Seaside Artist Tour, September 6th and 7th, from 11 a.m. to 5 p.m. Explore the work of talented local artists at studios and homes across Seaside, with featured locations including Park Court, Allston Street, Metz Avenue, Hilby Avenue, Darwin Street, and more.

7. PRESENTATIONS

A. PROCLAMATION POSTHUMOUSLY HONORING U.S. ARMY STAFF SERGEANT ROBERT SCOTT JOHNSON

Mayor Oglesby presented the proclamation to the family. The family represented by Staff Sgt. Johnson's uncles.

8. CONSENT AGENDA

Item 8D was removed from the consent agenda.

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to approve the consent agenda as presented.

RESULTS: 5-0-0-0

AYES: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: None

A. APPROVE MINUTES FROM AUGUST 7, 2025, REGULAR MEETING

ACTION: APPROVED

B. APPROVE A PROCLAMATION RECOGNIZING SEPTEMBER AS CHILDHOOD CANCER AWARENESS MONTH

ACTION: APPROVED

C. APPROVE A FEE WAIVER REQUEST FROM NARCOTICS ANONYMOUS FOR THE USE OF LAGUNA GRANDE HALL FOR A WOMEN'S BRUNCH ON MARCH 28, 2026, IN THE AMOUNT OF \$506.25

ACTION: APPROVED

D. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SCHOLARSHIP AND INTERNSHIP PROGRAM WITH UNIVERSITY CORPORATION AT MONTEREY BAY FOR AN INTERSHIP AND SCHOLARSHIP PROGRAM WITH CALIFORNIA STATE UNIVERSITY, MONTEREY BAY (CSUMB) FOR THE 2025/2026 ACADEMIC YEAR

This item was removed from consideration of the agenda.

E. ADOPT UPDATED RESOLUTIONS AUTHORIZING INVESTMENT IN THE STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND AND AUTHORIZING THE PERSONS WHO CAN TRANSACT BUSINESS WITH THE LOCAL AGENCY INVESTMENT FUND

ACTION: ADOPTED RESO #25-106

F. ADOPT A RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT WITH MONTEREY ONE WATER FOR THE CONTINUATION OF THE MONTEREY REGIONAL STORM WATER MANAGEMENT PROGRAM

ACTION: ADOPTED RESO #25-107

G. ADOPT A RESOLUTION TO TRANSFER \$265,000.00 FROM INDIVIDUAL STORM DRAIN IMPROVEMENT PROJECTS TO REPAIR FAILED PIPELINES CITYWIDE

ACTION: ADOPTED RESO #25-108

9. PUBLIC HEARING

A. ADOPT A RESOLUTION APPROVING THE APPLICATION TO NAME THE BASKETBALL COURT AT LINCOLN CUNNINGHAM PARK AFTER E.J. ROWLAND AND THE PLACEMENT OF A COMMEMORATIVE PLAQUE ON A BENCH NEXT TO THE BASKETBALL COURT IN HONOR OF EARL ROWLAND

Assistant City Manager, Dan Meewis, provided a presentation that reviewed the nominees, how they meet criteria, the letter of support they received and the approvals from the Parks and Recreation, and the Art and History Commissions.

PUBLIC COMMENT: John Nash, Sr., Regina Mason, Deitra Edwards, Imarri Skylark, Marian Cunningham, Rev. Harold Lusk, Justin Stokes, Niri Davis, Glorietta Rowland, Daja Robinson, Darryl Choates, Will, Karla Lobo, Regina Richmond, Michael Garnett

The applicant Lisa Mitchell provided comments and responded to questions from the Council.

RESULTS: 4-0-1-0

AYES: Burks, Garcia-Arrazola, Miller, Oglesby

NOES: None

ABSTAIN: Pacheco

ABSENT: None

ACTION: Adopted Reso #25-109

B. ADOPT AN ORDINANCE TO AMEND THE SEASIDE MUNICIPAL CODE ADDING CHAPTER 9.05 PROHIBITING AGGRESSIVE SOLICITATION IN THE CITY'S STREET MEDIANS AND OTHER PLACES AND AMENDING CHAPTERS 9.20 OVERNIGHT OCCUPANCY OF VEHICLES ON PUBLIC PROPERTY, 9.21 STORAGE OF PERSONAL PROPERTY ON CITY PROPERTY AND 10.32 STOPPING, STANDING AND PARKING. THE PROPOSED ORDINANCE AMENDMENT IS NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15061(B)(3) OF THE CEQA GUIDELINES (SECOND READING - ROLL CALL VOTE)

Assistant City Manager Dan Meewis, provided a presentation reviewing the second reading of the ordinance that introduces a new chapter, 9.05 – Aggressive Solicitation, revises chapter 9.20 – Overnight Vehicle Occupancy, revises chapter 9.21 – Key Definitions (i.e. “unattended” vs. “abandoned property” clarified), revises chapter 10.32 – Parking Amendments.

PUBLIC COMMENT: Tim Heavin, Karla Lobo, Darryl Choates, Eloise Shim, Peter Kaiser, Eleni Mattheakis, Wes White

On motion by Council/Agency Member Burks and second by Mayor Pro Tem/Vice Chair Pacheco and carried by the following vote, the City Council/Successor Agency moved to amend the Seaside Municipal Code by adding Chapter 9.05, amending Chapters 9.20, 9.21 and 10.32.

RESULTS: 5-0-0-0

AYES: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: Adopted Ordinance #2038

10. BUSINESS ITEMS

A. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$3,000.00 FROM CENTRAL COAST HIGH SCHOOL TO ASSIST WITH THE COSTS ASSOCIATED WITH THEIR AUTO DETAILING PROGRAM

Recreation Superintendent Kee Hyon Higgins, provided a presentation about the alignment of the Career Technical Education (CTE) pathway with the Mayor's Youth Fund. The program will partner with a professional auto detailer and provide hands-on, on-campus training in both interior and exterior auto detailing.

PUBLIC COMMENT: Darryl Choates, Karla Lobo, Annalisa Mitchell, Eloise Shim

On motion by Council/Agency Member Miller and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to approve the MYF request from Central Coast High School for \$3,000.00.

RESULT: 5-0-0-0

AYES: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: Approved

B. ADOPT A RESOLUTION AUTHORIZING THE USE OF THE CITY-OWNED PARKING LOT ON CONTRA COSTA STREET, AND THE CLOSURE OF CONTRA COSTA STREET TO THROUGH TRAFFIC FROM PALM AVENUE TO BROADWAY AVENUE FOR THE SEASIDE MUSIC FESTIVAL ON SATURDAY, OCTOBER 4, 2025

Assistant City Manager Dan Meewis, provided a presentation and reviewed the request to hold a "Seaside Music Festival" and to close Contra Costa Street (from

Palm to Broadway Avenues). The request includes street closure from 7:00 a.m. to 8:00 p.m., use of Parking Lot #1, and use of the city stage.

PUBLIC COMMENT: Karla Lobo

On motion by Mayor Pro Tem Pacheco and second by Council/Agency Member Garcia-Arrazola, and carried by the following vote, the City Council/Successor moved to approve the use of the city-owned parking, street closure of Contra Costa and special event for the "Seaside Music Festival".

RESULTS: 5-0-0-0

AYES: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: Adopted Reso #25-110

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

1. Provide a report on domestic violence in Seaside, and consider the establishment of a committee or taskforce focused on domestic violence issues (Garcia-Arrazola)
2. Provide an update on the San Pablo Bridge Project (Miller)
3. In addition to Car Week after action report, allow citizens an opportunity to express support or concerns (Miller)

B. FOLLOW UP ON PREVIOUS REQUESTS

None.

12. CITY ATTORNEY, CITY MANAGER, CITY COUNCIL AND MAYOR COMMENTS AND REPORTS ON COMMITTEE ASSIGNMENTS

Reports provided.

13. CLOSED SESSION

City Attorney Sheri Damon read the closed session items and did not anticipate a report out.

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

Property: The Property Commonly Referred to As Campus Town
(Property bounded by Highway 1/1st Avenue, 7th Avenue, Lightfighter/Colonel
Durham Street, and Gigling)

Agency Negotiators: City Manager, et. al

Negotiating Parties: KBB Seaside Venture, et. al. and City of Seaside

Under Negotiation: Price, terms of payment or both

No report.

**B. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT
CODE 54956.9 (d)(2)**

Two matters of potential litigation

No report.

14. ADJOURNMENT

With no further business the meeting adjourned at 9:23 p.m.

Respectfully submitted,

Dominique L. Davis, City Clerk

Ian N. Oglesby, Mayor



CITY OF SEASIDE STAFF REPORT

Item No.: 8.B.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Corryn Bennett, Accountant II

DATE: September 4, 2025

SUBJECT: APPROVE AND FILE CITY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of April 5, 2025 - May 2, 2025, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period April 17, 2025 through May 1, 2025.

Total Accounts Payable and Payroll for the following periods is:

April 05, 2025 through April 17, 2025 = \$1,712,356.43

April 18, 2025 through May 01, 2025 = \$1,667,445.97

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 the checks can be inspected and confirmed. Each purchase has been reviewed and approved by the department making the purchase at the time of procurement. The invoices have been reviewed by the Finance Department prior to payment to ensure that they conform 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 \$10,000.00 are as follows:

- \$11,260.84 to BOYS & GIRLS CLUB OF MONTEREY COUNTY for FY2024/2025

Reimbursement for Seaside Clubhouse exterior lighting, surveillance, and parking lot projects.

- \$25,694.03 to CALIFORNIA-AMERICAN WATER for Multiple City water accounts under Cal-Am Water 02/16/25-03/21/25. Service addresses include city buildings, parks, fire hydrants, irrigation stations, and city affordable housing.
- \$33,675.83 to CALIFORNIA-AMERICAN WATER for Multiple City water accounts under Cal-Am Water 03/21/25-04/23/25. Service addresses include city buildings, parks, fire hydrants, irrigation stations, and city affordable housing.
- \$40,000.00 to COMMUNITY HUMAN SERVICES for CDBG reimbursement for Genesis House Facility Improvements for FY 24-25 Quarter 2 & 3.
- \$15,000.00 to COMMUNITY PARTNERSHIP FOR YOUTH for Community Social Services Grant Reimbursement/ Billing Cycle: April 01, 2025 through June 30, 2025.
- \$16,028.76 to DEPARTMENT OF TRANSPORTATION for Traffic signals & lights servicing for the period of October-December 2024.
- \$12,848.75 to PARAMETRIX, INC. for Professional developing services through February 2025: San Pablo traffic calming services; on-call services.
- \$10,239.96 to JEROD BALTHROP for Professional installation of electrical and light fixtures in various street locations.
- \$25,400.00 to WEST COAST CODE CONSULTANTS INC for Professional building plan review services for the period of March 2025.
- \$29,300.50 to MONTEREY COUNTY DESTINATION MKTG ORG, INC. for Quarter 4 (04/01/2025-06/30/2025) TOT jurisdiction improvement investment.
- \$149,250.00 to IGNACIO L MAEZE for Payment for Fire Station #1 beam repair.
- \$12,967.50 to HOPE SERVICES for Maintenance services for the period of February 2025.
- \$10,000.00 to GRACE CARROLL for Re-issue of initial payment for Prop 47 Grant program professional services (first check voided).
- \$29,347.90 to MEYER NAVE, A PROFESSIONAL CORPORATION for Professional legal services for Seaside Highlands and GPU Litigation through the period of March 2025.
- \$11,500.00 to JONATHAN LEE for Refund issued for difference between water credits paid for and water credits used for ADU.
- \$12,750.00 to NAVID GHAZI for Refund issued on paid water fixture units.
- \$107,801.25 to JMS CEMENT CONTRACTORS INC for Professional construction services for Citywide CDBG ADA curb ramp project.
- \$16,343.09 to JEA & ASSOCIATES for Fees for professional services for the periods of March-April 2025.
- \$47,954.47 to MONTEREY CO. SHERIFF-CORONER for Criminal Justice Information System for January 1, 2025 through March 31, 2025.
- \$39,327.55 to WALLACE GROUP for February 2025 Invoices for projects: Fog Training prof services, Lincoln Cunningham Arterial Trail, Bike Safe Grates prof svcs.
- \$20,635.65 to WALLACE GROUP for February 2025 Invoices for projects:

- Campus Town Water Augmentation, Broadway Complete Streets prof services, and Fremont medians improvements.
- \$48,629.41 to WALLACE GROUP for March 2025 Invoices for projects: Broadway Complete Streets prof services, Fremont medians improvements, Lincoln Cunningham Arterial Trail, Bike Safe Grates prof svcs, CDBG Curb Ramps prof svcs.
 - \$71,320.97 to PACIFIC GAS & ELECTRIC for Collective accts for street lights, highway lighting, park lights and city office buildings. Service for the statement period of 02/22/25-03/24/25.
 - \$12,359.24 to CITY OF SAND CITY for Distribution of the 2023-24 SCSD Impact Fees.
 - \$63,014.93 to U.S. BANK-CALCARD for City of Seaside purchase card transactions for the billing period of March 2025.
 - \$20,779.74 to DUKE'S ROOT CONTROL, INC. for 6' Pipe Sewer Root Control
 - \$21,713.05 to CITY OF DEL REY OAKS for Distribution of the 2023-24 SCSD Impact Fees.
 - \$62,362.57 to MONTEREY COUNTY ELECTIONS DEPARTMENT for Charges for election on November 5, 2024.
 - \$25,585.76 to MARINA COAST WATER DISTRICT for Recycled water meter services for the period of March 2025.
 - \$11,112.50 to ROBERT S. JAQUES for Watermaster tecg program management services for the period of February 2025.
 - \$232,710.96 to MONTEREY PENINSULA ENGINEERING for Professional construction services for the Storm Drain Grate project through Jan 2025 and Lincoln-Cunningham arterial trails project through Feb 2025.
 - \$126,521.47 to MONTEREY PENINSULA ENGINEERING for Professional construction services for Lincoln-Cunningham arterial trails project through March 2025.
 - \$34,895.00 to PAVEMENT ENGINEERING, INC. for Professional services for Hot Spot services through March 2025.
 - \$12,337.67 to KIMLEY-HORN AND ASSOCIATES, INC. for Professional services for the Broadway Streets Corridor project Phase 2 for the period of February 2025.
 - \$239,939.50 to U.S. BANK ST. PAUL for City of Seaside joint powers financing authority lease revenue bonds (2006 Bayonet and Blackhorse Golf Course project).
 - \$19,342.44 to MONTEREY ONE WATER for SCSD prof. services for Lift Station Maintenance during Oct-Dec 2024
 - \$32,820.00 to MONTEREY ONE WATER for Monterey Regional Stormwater Management Program for Fiscal Year 2024-2025.
 - \$11,430.88 to STURDY OIL COMPANY for 2,006 gallons of regular gas (ethanol) and 653 gallons of clear diesel delivered to the public works department on 03/26/2025.
 - \$15,000.00 to PALENKE ARTS for Organizational support for Arts center for FY

- 24-25 quarter 4.
- \$22,669.18 to ENTERPRISE FM TRUST for Monthly payment for (21) leased City vehicles for the period of April 2025.

The Net Payroll and Payroll benefits total was \$2,380,156.79.

The remaining checks, totaling \$343,645.51, include payments to vendors for operating expenditures.

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

FISCAL IMPACT

There are no additional fiscal impacts.

STRATEGIC PRIORITY

Effective Accessible Governance

ATTACHMENTS

None

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.C.

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

FROM: Greg McDanel, City Manager

BY: Corryn Bennett, Accountant II

DATE: September 4, 2025

SUBJECT: APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION

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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:

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

FISCAL IMPACT

There are no additional fiscal impacts.

STRATEGIC PRIORITY

Effective Accessible Governance

ATTACHMENTS

None

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager



CITY OF SEASIDE STAFF REPORT

Item No.: 8.D.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Dominique Davis, City Clerk

DATE: September 4, 2025

**SUBJECT: APPROVE A PROCLAMATION RECOGNIZING SEPTEMBER AS
NATIONAL MENTAL AND SUBSTANCE-USE DISORDER
RECOVERY MONTH**

RECOMMENDATION

Approve proclamation.

BACKGROUND

Each September, communities across the United States observe National Recovery Month to raise awareness of mental and substance-use disorders, highlight the effectiveness of treatment and recovery support services, and celebrate the strength of individuals in recovery.

Mental health and substance-use disorders continue to impact communities nationwide, including here in Seaside. According to state data, approximately two million Californians meet the criteria for substance-use disorder. These conditions not only affect individuals, but also families and neighborhoods.

Locally, organizations such as Sun Street Centers play an integral role in providing prevention, education, and treatment services. Their work helps reduce stigma, promote recovery, and foster healthier communities. By adopting this proclamation, the City of Seaside affirms its support for those affected and encourages residents to take part in programs and events that promote wellness and recovery.

The proclamation acknowledges the importance of addressing both mental health and substance-use disorders and emphasizes the power of community support in recovery. Recognizing Recovery Month publicly aligns with the City's ongoing commitment to

public health, safety, and wellness.

Adopting this proclamation will:

- Raise awareness about available treatment and recovery resources.
- Encourage residents to support friends, family, and neighbors in recovery.
- Help reduce stigma surrounding mental illness and substance-use disorders.
- Demonstrate the City Council's commitment to fostering a resilient, healthy community.

FISCAL IMPACT

None

STRATEGIC PRIORITY

Effective Accessible Governance

ATTACHMENTS

1. National Recovery Month Proclamation

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

City of Seaside PROCLAMATION



NATIONAL RECOVERY MONTH September 2025

WHEREAS, *September is observed across the nation as National Recovery Month; and*

WHEREAS, *the impact of mental and substance use disorders, including co-occurring disorders, is evident in our local community, with a significant number of Seaside residents affected by these conditions. Approximately two million Californians meet the criteria for substance use disorder; and*

WHEREAS, *these disorders affect individuals and families across all communities nationwide; yet, with commitment, compassion, and support, people can and do achieve healthy lifestyles and lead rewarding lives in recovery. By seeking help, those who experience mental and substance use disorders can embark on a path toward improved health and overall wellness. Locally, Sun Street Centers provides resources to begin and sustain recovery; and*

WHEREAS, *through National Recovery Month, people become more aware of the signs of mental and substance use disorders, are encouraged to seek treatment and recovery services, and are reminded that managing the effects of these conditions fosters stronger, healthier communities; and*

WHEREAS, *the observance of Recovery Month continues to improve lives by raising awareness, reducing stigma, and educating the public about effective treatment and recovery services. Sun Street Centers further invests in prevention efforts by educating youth to reduce the incidence of substance use disorders in the first place; and*

NOW, THEREFORE, BE IT PROCLAIMED, *that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim the month of **September 2025** as **National Recovery Month** in the City of Seaside, and call upon all members of our community to observe this month with meaningful programs, activities, and events that support this year's observance.*

Ian N. Oglesby, Mayor
September 4, 2025



CITY OF SEASIDE STAFF REPORT

Item No.: 8.E.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Dan Meewis, Assistant City Manager
Kee Hyon Higgins, Recreation Supervisor

DATE: September 4, 2025

SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$3,000.00 FROM SEASIDE POLICE ACTIVITIES LEAGUE TO ASSIST WITH THE COSTS ASSOCIATED WITH THEIR SPORTS PROGRAMS

RECOMMENDATION

Approve the request.

BACKGROUND

The Seaside Police Activities League is requesting a donation of \$3,000.00 from the Mayor's Youth Fund to cover the costs associated with expenses related to their sports programs, including the purchase of new equipment, uniforms, tournament fees, insurance, and registration costs related to transportation. The Seaside Police Activities League is a juvenile crime prevention program designed to provide athletic, recreational, and educational opportunities for at-risk youth. Seaside PAL was incorporated in February 2001. It is comprised of Police Officers, volunteers, Police Personnel, and Recreation Staff who serve as coaches, mentors, instructors, and role models.

All funds and donations for P.A.L. are used solely for the purpose of providing the resources needed to continue upholding P.A.L.'s mission. Seaside P.A.L.'s current activities include JR Giants Baseball, Youth Basketball, Youth Soccer, and youth leadership experience. The Seaside Police Department CHAMP Program also assists with the program. In 2016, the Seaside P.A.L. merged with the City of Seaside's Recreation Department to strengthen existing and future sports programs for Seaside youth. Currently, the Seaside P.A.L. provides organized sports and activities to 200 + local

youth. P.A.L teaches the importance of recycling, and collects bottles and cans after games and practices and places them in the appropriate recycling containers at the location they are at.

Based on the information provided in the application, the request meets the criteria for the Mayor's Youth Fund Policy. They received their last donation at the June 20, 2024, City Council meeting. They submitted their 2024 Mayor's Youth Fund Closing Report within the 60-day time frame.

FISCAL IMPACT

This request would be funded by a donation from the Green Waste Recovery's donation to the Mayor's Youth Fund. The current balance of the Mayor's Youth Fund account (601-2106) is \$53,122.20. If the City Council approves this request, the balance will decrease to \$50,122.20. This is for fiscal year 2025/26.

In the event that all the funds in the Mayor's Youth Fund become exhausted, staff will keep a file of all applications. Once Green Waste issues the next round of funding, all applications on file will be processed at the next available City Council meeting.

STRATEGIC PRIORITY

Diverse and Inclusive Community

ATTACHMENTS

1. MYF Seaside PAL 2025
2. Seaside PAL 501(c)(3) information
3. Mayor's Youth Fund Closing Report - Seaside Police Activities League (PAL) 2024

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager



**SEASIDE
CALIFORNIA**

Mayor's Youth Fund

986 Hilby Avenue, Seaside CA 93955
831-899-6800 | FAX: 831-718-8603

MAYOR'S YOUTH FUND POLICY

Purpose: The Mayor's Youth Fund was created to provide supplemental financial assistance to students and non-profit groups that provide services to improve the lives of young people living in the City of Seaside. A policy has been developed to standardize the evaluation of contribution requests and ensure that the funds are used appropriately to serve the City's youth.

Eligible Applicants: Contributions will only be made to, or on behalf of, students or organized groups, such as schools and non-profit organizations based in Seaside and/or serving a majority of Seaside residents (50%) that are 18 years old or younger or enrolled in high school. Faith based organizations may apply for contributions from the Mayor's Youth Fund if the funding is not used to support religious activities such as worship, Sunday School, or religious instruction. In addition, activities funded by the Mayor's Youth Fund must be open to all persons without regard to their religious affiliation.

Submittal of Contribution Requests: In order to request a contribution, the following information must be provided in writing:

- Name of the organization, person(s) benefiting, proposed use of the funds, total amount needed or fundraising goal.
- Description of other methods being used to raise funds and/or other contributors.
- An explanation of how the group, activity, or event will benefit Seaside youth.
- Written description of how the use of the funds will be specifically used for youth group activities/events and/or has a nexus to the goals related to recycle, cleanup, and "green" sustainability to ensure a healthy environment.
- How this request will provide a municipal benefit (i.e., benefit the community).
- Proof of non-profit organizations status (not a taxpayer's I.D. number) and a current W-9 form.

Evaluation Process and Criteria: Contributions can only be made if approved by the City Council. Funding requests will be evaluated based on their consistency with this policy, including the following criteria.

- Scholastic, athletic, music, environmental and art activities will be considered for funding based on the quality of the proposed activity.
- Evidence of activities/events related to "reduce, reuse and recycle" to ensure a healthy environment.
- Contributions requests will be accepted from individuals and can be made to an organization on behalf of an individual member or student.
- Contributions are only paid to organizations, such as non-profit groups and schools.
- Contributions are intended to fund actual costs related to an event or activity. (Please see "Payment Process" information provided below.)
- Contributions from the Mayor's Youth Fund are not intended to be the sole source of funds for an organization or program and will only be made to supplement other fundraising activities.
- How this request will provide a municipal benefit (i.e., benefit the community).



**SEASIDE
CALIFORNIA**

Mayor's Youth Fund

986 Hilby Avenue, Seaside CA 93955
831-899-6800 | FAX: 831-718-8603

Contribution Limits: In order to equitably distribute funds available in the Mayor's Youth Fund, the following contribution guidelines have been developed, although all contributions are subject to the discretion of the City Council.

Individuals	25% of total cost of activity (not to exceed \$1,000)
Groups up to 20 people	up to \$1,500
Groups of 21+ people	up to \$3,000

In addition, funding will be limited to one contribution per year (every 12 months).

Funding Requirements:

- Funding is limited to one contribution per year (every 12 months).
- The Mayor's Youth Fund Closing Report Form must be submitted to staff at least 60 days upon completion of the event, activity or program. Applicants that do not furnish the form may not apply for funds for the following year.
- A representative from the organization is required to be at the Council meeting for their application to be heard. If no representative is present then the agenda item will be postponed to another City Council meeting upon notification by the applicant.
- Incomplete applications will not be forwarded for Council consideration; applications not answering the question related to reduce, reuse or recycle are considered incomplete.

Individual Requests: Please attach an itemized list of all expenses. Amount of donation may not exceed 25% of the total cost of the activity and not exceed \$1,000. Applications that are incomplete will be returned.

Payment Process: If a contribution is approved by the City Council, payment will be made to the authorized organization or directly to the vendor selected by the authorized organization after submittal of a receipt or the presentation of actual invoices. No funding can go directly to an individual. This process is required in order to provide documentation required to meet municipal auditing standards.

All requests will be considered before the City Council and you will be notified of the specific date your item is placed on the agenda. Please return this completed form with necessary attachments to:

Dan Meewis
City of Seaside Recreation Services
440 Harcourt Avenue
Seaside, CA 93955



**SEASIDE
CALIFORNIA**

Mayor's Youth Fund

986 Hilby Avenue, Seaside CA 93955
831-899-6800 | FAX: 831-718-8603

MAYOR'S YOUTH FUND CONTRIBUTION REQUEST

CONTACT INFORMATION:

Organization: Seaside Police Activities League (SPAL)

Name of Applicant: Bobby Maxwell, President of SPAL

Address: 440 Harcourt Ave City: Seaside State: California 93955

Phone: (831)869-9951 Email: bobbymaxspal@gmail.com

of Participants: 140-200 Seaside Residents / Students: 95% Ages: 5yrs – 14yrs

CRITERIA:

Applicants must meet at least one of the following criteria to be eligible for funding.

Please select one or more from the following list:

☐ Scholastic ☒ Athletic ☐ Music ☐ Environmental ☐ Art

Is funding a reward for one of these activities? ☒ No ☐ Yes, _____

Description of event, activity, or program funding pertains to:

Our program provides athletic, recreational and educational opportunities for at-risk youth, police officers, our neighborhoods and the business community. SPAL provides their sport programs free to the youth of Seaside, which has an overall positive impact on the community.

Description of how funds will be specifically used for youth groups, activities and events, and has a nexus to the goals of recycling, cleanup or "green" sustainability to insure a healthy environment: The Mayor's Youth Fund would be used for new uniforms and for the enhancement of, and additions to Seaside Pal's current sports and education programs. SPAL encourages their youth players to become involved in their communities by helping out other non-profit and awareness events. These events include neighborhood cleanups: recycle bottles and cans collections and graffiti and park cleanups.

What other fundraising activities are you participating in to fund your event, program, or activity? What other funding sources will supplement your requests? MPUSD and the City Seaside Parks & Recreation Department support SPAL by providing facilities for its programs. Local businesses and individuals generously donate their time, money and resources to help make SPAL successful.

Total Amount Requested: (See contribution limits) \$ 3000.00

Applicant Signature: Bobby Maxwell

Date: 8/15/25



**SEASIDE
CALIFORNIA**

Mayor's Youth Fund

986 Hilby Avenue, Seaside CA 93955
831-899-6800 | FAX: 831-718-8603

MAYOR'S YOUTH FUND CLOSING REPORT

CONTACT INFORMATION:

Organization: _____

Name of Applicant: _____

Address: _____ City: _____ State: _____

Phone: _____ Email: _____

DONATION INFORMATION:

Date the Mayor's Youth Fund was approved by City Council: _____

What Items were purchased with Mayor's Youth Fund Donation?

Describe the activities and the date the group or individual participated in related to reduce, reuse and recycle? Please provide written description, brief City Council presentation, and/or photos: _____

Applicant Signature: _____

Date: _____

*This form is due 60 days upon receipt of funding by the applicant. Organizations that do not comply within the 60 day time period may not apply for funding for the following year.

SEASIDE POLICE ACTIVITIES LEAGUE (SPAL)

The Seaside Police Activities League (SPAL) is a juvenile crime prevention program designed to provide athletic, recreational and educational opportunities for at-risk youth and to reinforce responsible values and respect. Such respect is beneficial to the youth, police officers, our neighborhoods and the business community. SPAL is comprised of police officers, volunteers and police personnel who serve as coaches, mentors, instructors and role models. Their devoted dedication and time is a vital essence in hopes of enhancing a brighter future for our youth. SPAL provides needed opportunities for at-risk youth at a critical time in their lives. Programs and activities sponsored by SPAL provide local youth with positive role models and alternatives to delinquent and gang-related behaviors. SPAL programs are designed to improve the well-being and self-reliance of young people, reinforce positive behaviors, build connections between youth and police officers, and strengthen families.

Seaside Police Activities League (SPAL) was incorporated in February 2001. MPUSD & City of Seaside Parks & Recreation Department support SPAL by providing facilities for its programs. Local businesses and individuals generously donate their time, money, and resources to help make SPAL successful.

Seaside Police Activities League (SPAL) is a 501C non-profit offering programs to engage our youth in positive, well-supervised, team- building activities while building the bond between cops and kids. SPAL provide opportunities for both males and females in Seaside and other cities on the Monterey Peninsula to excel and enhance their athletic skills in youth baseball, youth soccer, track and field, and youth basketball. SPAL also encourage youth players to become involved in their communities by helping out at other non-profit and awareness events. These events included neighborhood cleanups; recycle bottles and cans collections and graffiti and park cleanups.

The Mayor's Youth Fund would be used for the enhancement of, and additions to Seaside Pal's current sports and education programs. Without the generous donations and support of the City of Seaside, Seaside Police Activities League (SPAL) would not be able to provide our sports programs free to the youth of Seaside, which has an overall positive impact on the Community.



**California Secretary of State
Electronic Filing**

FILED
Secretary of State
State of California

Corporation - Statement of Information

Entity Name: THE SEASIDE POLICE ACTIVITIES
LEAGUE, INC.

Entity (File) Number: C2407278

File Date: 03/09/2020

Entity Type: Corporation

Jurisdiction: CALIFORNIA

Document ID: GD93683

Detailed Filing Information

1. Entity Name: THE SEASIDE POLICE ACTIVITIES
LEAGUE, INC.
2. Business Addresses:
 - a. Street Address of Principal
Office in California: 440 Harcourt Avenue
Seaside, California 93955
United States of America
 - b. Mailing Address: 440 Harcourt Avenue
Seaside, California 93955
United States of America
3. Officers:
 - a. Chief Executive Officer: Bobby Maxwell
440 Harcourt Avenue
Seaside, California 93955
United States of America
 - b. Secretary: Gianna Stagnaro
440 Harcourt Avenue
Seaside, California 93955
United States of America

Document ID: GD93683



California Secretary of State Electronic Filing

Officers (Cont'd):

c. Chief Financial Officer:

Regina Lualemana
440 Harcourt Avenue
Seaside, California 93955
United States of America

4. Agent for Service of Process:

Regina Lualemana
440 Harcourt Avenue
Seaside, California 93955
United States of America

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature: Regina Lualemana

Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.

Document Number: GD93683



SEASIDE POLICE ACTIVITIES LEAGUE

440 Harcourt Ave.
Seaside, CA 93955

Telephone (831) 899-6748
FAX (831) 899-6297
TDD (831) 899-6207

Tax ID number: 31-1788047

Board of Directors

Bobby Maxwell
President

February 24, 2017

Kent Berman
Vice-President

Dear City Council Members:

Isaiah Luzon
Secretary

The Seaside Police Activities League, (SPAL), is a juvenile crime prevention program designed to provide athletic, recreational and educational opportunities for at-risk youth, police officers, our neighborhoods and the business community. SPAL is comprised of police officers, volunteers and police personnel who serve as coaches, mentors, instructors and role models. Their devoted dedication and time is a vital essence in hopes of enhancing a brighter future for our youth with positive role models and alternatives to delinquent and gang-related behaviors. SPAL programs are designed to improve the well-being and self-reliance of young people, reinforce positive behaviors, build connections between youth and police officers, and strengthen families.

Regina Lualemana
Treasurer

SPAL was incorporated in February 2001. MPUSD & City of Seaside Parks & Recreation Department support SPAL by providing facilities for its programs. Local businesses and individuals generously donate their time, money, and resources to help make SPAL successful.

Robert Jackson
Board Member

Dave Pacheco
Board Member

Daniel Washington
Board Member

SPAL is a 501C non-profit offering programs to engage our youth in positive, well-supervised, team-building activities while building the bond between cops and kids. SPAL provide opportunities for both males and females in Seaside and other cities on the Monterey Peninsula to excel and enhance their athletic skills in youth baseball, soccer, track and field, and basketball. SPAL also encourage youth players to become involved in their communities by helping out other non-profit and awareness events. These events include neighborhood cleanups; recycle bottles and cans collections and graffiti and park cleanups.

Mary Miller
Board Member

Patricia Perez
PAL Coordinator

The Mayor's Youth Fund would be used for the enhancement of, and additions to Seaside Pal's current sports and education programs. Without the generous donations and support of the City of Seaside, SPAL would not be able to provide our sports programs free to the youth of Seaside, which has an overall positive impact on the Community. During the 2017 SPAL Basketball season, SPAL provided organized sports activities for 140 local youth.

Sincerely,

A handwritten signature in blue ink, appearing to read "Patricia Perez", is written over a circular blue stamp.

Patricia Perez
SPAL Coordinator
(831) 899-6858
pperez@ci.seaside.ca.us



MAYOR'S YOUTH FUND CLOSING REPORT

CONTACT INFORMATION:

Organization: SEASIDE PAL
Name of Applicant: BOBBY MAXWELL - PRESIDENT
Address: 949 HILBY AVE. City: SEASIDE State: CA.
Phone: 831 869 9951 Email: bobbymaxspal@gmail.com

DONATION INFORMATION:

Date the Mayor's Youth Fund was approved by City Council: JUNE 20, 2024

What Items were purchased with Mayor's Youth Fund Donation?

FIRST-AID KITS, ICE-PACKS, BALL PUMPS
CONES FOR PRACTICE, PRACTICE JERSEYS
AWARDS, BALLS, COACH AND REFEREE WHISTLES
REFILLABLE WATER BOTTLES

Describe the activities and the date the group or individual participated in related to reduce, reuse and recycle? Please provide written description, brief City Council presentation, and/or photos:

EACH AND EVERY PRACTICE AND GAME DAY,
FACILITIES AND FIELDS, BEING USED, WERE
POLICED, AS FAR AS REMOVING, ALL REFUSE AND
RECYCLABLE MATERIALS, INDIVIDUALS WERE
ALSO ENCOURAGED TO UTILIZE REFILLABLE WATER
BOTTLES DURING ACTIVITIES.

Applicant Signature: B Maxwell

Date: July 31, 2024

*This form is due 60 days upon receipt of funding by the applicant. Organizations that do not comply within the 60 day time period may not apply for funding for the following year.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.F.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Thomas Korman, Public Works Director/City Engineer

DATE: September 4, 2025

**SUBJECT: ADOPT A RESOLUTION FOR AUTHORIZATION TO DISPOSE OF
SURPLUS CITY VEHICLES AND EQUIPMENT**

RECOMMENDATION

Authorize the disposal of select City vehicles and equipment.

BACKGROUND

Section 2.49 of the Seaside Municipal Code addresses the disposal of surplus items no longer needed or usable by a City department. It requires the City Manager to provide an itemized list of property to the City Council valued in excess of \$100.00. Should the Council determine the items are no longer usable by the City, the City Manager or his designee will have the authority to dispose of all such items. Disposal would be accomplished by sale, auction or donation to any nonprofit organization or governmental entity providing services to the City or its residents, or to any Seaside Sister City.

Vehicles and equipment on the list below are no longer needed by the City. They have either been replaced by new equipment or they have reached the end of their useful life. The plan is to sell vehicles and equipment on the list using Public Surplus.com, an online auction site for government vehicles and equipment. Anything that is not sold at the auction will be donated or sold to a recycling facility. The values placed on the vehicles and equipment were estimated using the best judgment of past auction sales.

City of Seaside Vehicles and Equipment Surplus Vehicles

Unit #	Make	Model	VIN #	Mileage	Year	Approx. Value
70	Ford	E350	1FDWE35S03HA73765	19,000	2003	\$5,000
635	Ford	F750	3FDXF75H93MB07842	15,000	2003	\$5,000
670	Ford	Crown Vic	2FAFP71W11X1161239	143,000	2001	\$1,500

Parts	Approximate Value
4- Sets of rims and tires removed from Fire Dept. vehicles	\$250.00 EA
Various obsolete vehicle parts	\$100.00

Equipment	Approximate Value
2- Ammco twin post vehicle lifts	\$250.00 EA
Various obsolete, inoperative small tools and equipment	\$250.00
Coats 4050A tire charger	\$250.00

FISCAL IMPACT

Sale of the vehicles and equipment could generate approximately \$13,600.00.

STRATEGIC PRIORITY

Not Applicable

ATTACHMENTS

1. Resolution

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

RESOLUTION NO. 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**ADOPTING A RESOLUTION FOR AUTHORIZATION TO DISPOSE OF SURPLUS
CITY VEHICLES AND EQUIPMENT**

WHEREAS, Section 2.49 of the Seaside Municipal Code addresses the disposal of surplus items no longer needed or usable by a City department. It requires the City Manager to provide an itemized list of property to the City Council valued in excess of \$100.00; and

WHEREAS, Should the Council determine the items are no longer usable by the City, the City Manager or his designee will have the authority to dispose of all such items; and

WHEREAS, Disposal would be accomplished by sale, auction or donation to any nonprofit organization or governmental entity providing services to the City or its residents, or to any Seaside Sister City; and

WHEREAS, The vehicles that have been identified have either been replaced by new equipment or they have reached the end of their useful life.; and

WHEREAS, The plan is to sell vehicles and equipment on the list using Public Surplus.com, an online auction site for government vehicles and equipment; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby authorize the disposal of surplus City vehicles and equipment.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 4th day of September, 2025, by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED TO FORM:

Sheri L. Damon, City Attorney



CITY OF SEASIDE STAFF REPORT

Item No.: 8.G.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Thomas Korman, Public Works Director/City Engineer
Kirstin van Gend, Administrative Analyst II

DATE: September 4, 2025

SUBJECT: ADOPT A RESOLUTION AWARDING ON-CALL PROFESSIONAL SERVICES AGREEMENTS FOR CIVIL ENGINEERING AND SURVEYING SERVICES IN THE AMOUNT OF \$250,000.000, AND ENVIRONMENTAL PLANNING AND PERMITTING SERVICES IN THE AMOUNT OF \$500,000.00

RECOMMENDATION

Award contracts to Denise Duffy & Associates, Inc., Ecosystems West Consulting Group; EMC Planning Group, Inc., and Harris & Associates for on-call professional services; and award contract to Harris and Associates, Inc. for on-call civil engineering and surveying services.

BACKGROUND

The City has active and pending projects that require technical assistance from Environmental Planning and Permitting firms. Having four firms available allows the City to provide these services in a timely manner.

Individual project task orders will be issued based on the firm's expertise, workload capacity, services to be performed, schedule requirements, and hourly rates submitted in their proposal. All task orders will be issued based on an agreed-upon, written scope of work, implementation schedule, and maximum fee arrangement negotiated on a project-by-project basis.

Selection of the best qualified firms was made in accordance with the City's Purchasing

Ordinance. On June 5, 2025, a Request for Proposal was issued and advertised through the City website. In addition, notification emails were sent to firms who expressed interest in providing Environmental Planning and Permitting Services to the City. Four (4) proposals were received on July 11, 2025. A selection committee, consisting of 4 staff members from the Engineering Division, independently evaluated and ranked the proposals. After deliberations, all four firms were deemed qualified:

Firm, Location

Denise Duffy & Associates, Inc., Monterey CA
EcoSystems West Consulting Group, Santa Cruz CA
EMC Planning Group, Inc., Monterey CA
Harris and Associates, Inc., Concord CA

The term of the agreements would be for an initial one (1) year period and will include an option for two (2) annual extensions which will occur automatically unless terminated in accordance with the contract. The total term of the agreements will not exceed three (3) years. The aggregate not-to-exceed fee for all tasks provided during the initial term of the agreement shall be \$250,000.00. Tasks estimated to cost over \$75,000 require a separate RFP. The proposed Professional Services Agreements would be managed by the Engineering Division.

Harris and Associates, Inc. will be awarded an On-Call Civil Engineering and Surveying Professional Services Agreement in the amount of \$500,000.00. The firm submitted a proposal within the designated timeframe for the On-Call Civil Engineering and Surveying Request for Proposal issued in February 2025. Due to an oversight during the evaluation of the other awarded civil engineering firm contracts in July, their proposal was inadvertently not included in the initial selection process. The term of the agreement would be for an initial one (1) year period and will include an option for two (2) annual extensions which will occur automatically unless terminated in accordance with the contract. The total term of the agreement will not exceed three (3) years. The aggregate not-to-exceed fee for all tasks provided during the initial term of the agreement shall be \$500,000.00. Tasks estimated to cost over \$75,000 require a separate RFP. The proposed Professional Services Agreements would be managed by the Engineering Division.

Alternatives

Council could decide not to award these Environmental Planning and Permitting Services Professional Services Agreements and direct staff to issue requests for proposals for each project individually. However, this alternative is not recommended as there is a significant backlog of funded projects for which outside Environmental Planning and Permitting Services are required to augment City staff. Further, having pre-approved, on-call, as-needed firms readily available allows for more efficient and timely delivery of projects as multiple projects can be designed concurrently.

Environmental Determination

The City of Seaside determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA)(CCR, Title 14, Chapter 3 (CEQA Guidelines), Article 20, Section 15378). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project. Because the matter does not cause a direct or any reasonably foreseeable indirect physical change on or in the environment, this matter is not a project. Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

FISCAL IMPACT

Fees for Environmental Planning and Permitting will be based on a project-by-project basis directly charged to individual project budgets. Each project is separately approved and budgeted by the Council. The City is under no obligation to expend any funds under these Professional Services Agreements.

STRATEGIC PRIORITY

Enhanced Physical Infrastructure & Abundant Water Supply

ATTACHMENTS

1. Resolution
2. PSA - Denise Duffy
3. PSA-Ecosystems
4. PSA - EMC
5. PSA - Harris
6. PSA - Harris - Civil Engg.

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

RESOLUTION NO. 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE CITY MANAGER TO AWARD FOUR PROFESSIONAL SERVICES AGREEMENTS IN THE AMOUNT OF \$250,000.00 EACH FOR ON-CALL ENVIRONMENTAL PLANNING AND PERMITTING PROFESSIONAL SERVICES FOR PROJECTS TO (1) DENISE DUFFY & ASSOCIATES, INC.; (2) ECOSYSTEMS WEST CONSULTING GROUP; (3) EMC PLANNING GROUP INC.; AND (4) HARRIS AND ASSOCIATES, INC. AND TO HARRIS AND ASSOCIATES, INC. IN THE AMOUNT OF \$500,000.00 FOR ON-CALL CIVIL ENGINEERING AND SURVEYING SERVICES

WHEREAS, the need exists for the City to obtain prompt professional Environmental Planning and Permitting Services; and

WHEREAS, on June 5, 2025, the City issued a Request for Proposal (RFP) for On-Call Environmental Planning and Permitting Professional Services for projects within the City of Seaside and notified firms that specialize in this work, including those firms who had expressed interest, as well as those who had previously completed work for the City; and

WHEREAS, on July 11, 2025, the City received four (4) proposals from firms that perform this work; and

WHEREAS, staff formed a selection committee to independently review and score each firm's proposal based upon specific criteria in the RFP; and

WHEREAS, following deliberations, the selection committee determined that (1) Denise Duffy & Associate, Inc.; (2) EcoSystems West Consulting Group; (3) EMC Planning Group, Inc.; and (4) Harris and Associates, Inc. were qualified firms; and

WHEREAS, the firms will provide services on an on-call, as-needed, project-specific basis as defined by the City, and all task orders will have a defined scope, schedule, and fee arrangement that will be negotiated based on the hourly rate schedule included in the agreement; and

WHEREAS, Harris and Associates, Inc. has been selected for an On-Call Civil Engineering and Surveying Professional Services Agreement to be added to the other civil engineering firms awarded contracts in July 2025; and

WHEREAS, the City of Seaside determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA)(CCR, Title 14, Chapter 3 (CEQA Guidelines), Article 20, Section 15378). In addition, CEQA Guidelines

Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project. Because the matter does not cause a direct or any reasonably foreseeable indirect physical change on or in the environment, this matter is not a project. Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby:

1. Awards Professional Service Agreements for On-Call Environmental Planning and Permitting Professional Services for projects within the City of Seaside that (1) Denise Duffy & Associate, Inc.; (2) EcoSystems West Consulting Group; (3) EMC Planning Group, Inc.; and (4) Harris and Associates, Inc., for a term of one (1) year, with the option to extend for two (2) additional one-year terms, with an annual fee not to exceed \$250,000.00 each; and

2. Awards Professional Service Agreements for On-Call Civil Engineering and Surveying Professional Services for projects within the City of Seaside that (1) Harris and Associates, Inc., for a term of one (1) year, with the option to extend for two (2) additional one-year terms, with an annual fee not to exceed \$500,000.00 each; and

3. Authorizes the City Manager, or his designee, to execute the Professional Services Agreements upon receipt of information required by the Request for Proposal (RFP) with any minor edits approved by the City Attorney.

4. Directs the Public Works Director of the City of Seaside to authorize individual Work Orders under the 2025 On-Call Environmental Planning and Permitting Professional Services and 2025 On-Call Civil Engineering and Surveying Professional Services.

5. The City Clerk is hereby authorized to make minor changes herein to address clerical errors, so long as substantial conformance of the intent of this document is maintained. In doing so, the City Clerk shall consult with the City Manager and City Attorney concerning any changes deemed necessary.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of Seaside duly held on the 4th day of September, 2025, by the following vote:

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

ABSTAIN: COUNCIL MEMBERS

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED TO FORM:

Sheri L. Damon, City Attorney

September 4, 2025
City Council Regular Meeting

Item 8G

ADOPT A RESOLUTION AWARDING ON-CALL PROFESSIONAL SERVICES AGREEMENTS FOR ON-CALL CIVIL ENGINEERING AND SURVEYING SERVICES IN THE AMOUNT OF \$250,000.00 EACH FOR ON-CALL ENVIRONMENTAL PLANNING AND PERMITTING SERVICES, AND ON-CALL CIVIL ENGINEERING AND SURVEYING SERVICES IN THE AMOUNT OF \$500,000.00

[Attachment 2 – PSA-Denise Duffy](#)

September 4, 2025
City Council Regular Meeting

Item 8G

ADOPT A RESOLUTION AWARDING ON-CALL PROFESSIONAL SERVICES AGREEMENTS FOR ON-CALL CIVIL ENGINEERING AND SURVEYING SERVICES IN THE AMOUNT OF \$250,000.00 EACH FOR ON-CALL ENVIRONMENTAL PLANNING AND PERMITTING SERVICES, AND ON-CALL CIVIL ENGINEERING AND SURVEYING SERVICES IN THE AMOUNT OF \$500,000.00

[Attachment 3 – PSA-Ecosystems](#)

September 4, 2025
City Council Regular Meeting

Item 8G

ADOPT A RESOLUTION AWARDING ON-CALL PROFESSIONAL SERVICES AGREEMENTS FOR ON-CALL CIVIL ENGINEERING AND SURVEYING SERVICES IN THE AMOUNT OF \$250,000.00 EACH FOR ON-CALL ENVIRONMENTAL PLANNING AND PERMITTING SERVICES, AND ON-CALL CIVIL ENGINEERING AND SURVEYING SERVICES IN THE AMOUNT OF \$500,000.00

[Attachment 4 – PSA-EMC](#)

September 4, 2025
City Council Regular Meeting

Item 8G

ADOPT A RESOLUTION AWARDING ON-CALL PROFESSIONAL SERVICES AGREEMENTS FOR ON-CALL CIVIL ENGINEERING AND SURVEYING SERVICES IN THE AMOUNT OF \$250,000.00 EACH FOR ON-CALL ENVIRONMENTAL PLANNING AND PERMITTING SERVICES, AND ON-CALL CIVIL ENGINEERING AND SURVEYING SERVICES IN THE AMOUNT OF \$500,000.00

[Attachment 5 – PSA-Harris](#)

September 4, 2025
City Council Regular Meeting

Item 8G

ADOPT A RESOLUTION AWARDING ON-CALL PROFESSIONAL SERVICES AGREEMENTS FOR ON-CALL CIVIL ENGINEERING AND SURVEYING SERVICES IN THE AMOUNT OF \$250,000.00 EACH FOR ON-CALL ENVIRONMENTAL PLANNING AND PERMITTING SERVICES, AND ON-CALL CIVIL ENGINEERING AND SURVEYING SERVICES IN THE AMOUNT OF \$500,000.00

[Attachment 6 – PSA-Harris Civil Eng.](#)



CITY OF SEASIDE STAFF REPORT

Item No.: 8.H.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Kirstin van Gend, Administrative Analyst II

DATE: September 4, 2025

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING A COST-SHARING
MEMORANDUM OF UNDERSTANDING FOR SUPPORT FOR
FRANCHISE COLLECTION PLANNING BETWEEN REGEN
MONTEREY AND ITS MEMBER AGENCIES**

RECOMMENDATION

Approve a Memorandum of Understanding (MOU) with ReGen Monterey.

BACKGROUND

On June 19, 2014, City of Seaside entered into a Franchise Agreement, effective May 1, 2015, through April 30, 2030. As the agreement's expiration approaches, the City must decide whether to issue a new RFP or negotiate a contract extension. Hiring a consultant to guide this process is preferred. ReGen Monterey, which serves seven member agencies with contracts expiring in 2030, is providing a cost-sharing Memorandum of Understanding (MOU) to facilitate this process regionally.

ReGen Monterey previously assisted with the competitive bid for the current franchise agreements in 2010, HF&H Consultants was hired to lead that process. GreenWaste was selected by member agencies for curbside collection services, for a 15-year term. As the term ends, ReGen Monterey's Technical Advisory Committee (TAC) has formed a subgroup to prepare for either a new RFP or contract extension negotiations.

Two of the nine ReGen Monterey member agencies, the City of Monterey and the County of Monterey, have different waste collection providers and will not participate in this process.

BENEFITS OF A UNIFIED REGIONAL APPROACH

ReGen Monterey's collaborative regional framework offers the following benefits to participating agencies:

- Collaborative Framework and Governance
- Financial Benefits and Cost Efficiencies
- Expertise and Professional Support
- Operational and Service Advantages
- Administrative and Staffing Support
- Strategic and Long-Term Benefits
- Risk Mitigation and Quality Assurance

CONSULTANT SELECTION PROCESS

ReGen Monterey solicited proposals from four specialized consultants:

1. Gershman, Brickner & Bratton, Inc. (GBB, Inc.)
2. HF&H Consultants
3. MSW Consultants
4. R3 Consulting Group, Inc.

Each consultant was asked to provide hourly rates and estimated costs for four phases of work: 1) Public & Stakeholder Engagement; 2) Solicitation Design & Drafting; 3) RFP Process Support; and 4) Negotiations.

Only one proposal was received: HF&H Consultants. After review by a selection committee of ReGen Monterey member agencies, including Seaside, the committee recommended HF&H due to the robust proposal meeting all necessary requirements. HF&H also proposed hiring a third-party survey firm to conduct a public opinion survey on residential satisfaction.

This process will engage the public, evaluate satisfaction with GreenWaste, and guide the development of future franchise agreements. For Seaside, participating in the regional effort offers significant cost savings and avoids the need to hire a separate consultant.

FEES AND COST SHARING

The total cost of HF&H Consultants' support over the next 3–4 years is estimated at \$499,620.00. Hiring a public opinion survey firm is estimated at \$35,000.00, bringing the total to \$534,620.00. This cost will be split evenly among the seven participating agencies, with Seaside's share totaling \$76,374.00 over the course of the project. Under the terms of the cost-sharing MOU, ReGen Monterey will hold the contract with HF&H Consultants and will handle all billing. Member agencies, including Seaside, will reimburse ReGen Monterey annually for actual costs incurred, based on a time and materials basis.

RECOMMENDATION

Staff recommends approval of the MOU with ReGen Monterey for cost-sharing in franchise planning support, which includes hiring HF&H Consultants and a public opinion survey firm.

ALTERNATIVES

The Council could decide not to approve the MOU and issue an independent RFP for franchise support services. However, this is not recommended due to the cost savings and regional benefits provided by the unified approach. The MOU does offer an option for members to exit after each phase if they wish to proceed differently.

FISCAL IMPACT

The cost of this item for the City of Seaside is \$76,374.00 over the next 3-4 years. There are sufficient budgeted funds in Account No. 100-8910-1031 (ReGen MOU) for the anticipated costs in FY 25/26.

STRATEGIC PRIORITY

Not Applicable

ATTACHMENTS

1. Resolution
2. ReGen MOU
3. ReGen Monterey Memo - Benefits of Regional Approach

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

RESOLUTION NO. 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**AUTHORIZING A COST SHARING MEMORANDUM OF UNDERSTANDING FOR
SUPPORT FOR FRANCHISE COLLECTION PLANNING BETWEEN REGEN
MONTEREY AND ITS MEMBER AGENCIES**

WHEREAS, the City of Seaside's Franchise Agreement with GreenWaste for Waste Collection services expire on April 30, 2030, and the City must decide whether to issue a new Request for Proposal (RFP) or negotiate an extension of the existing agreement; and

WHEREAS, ReGen Monterey facilitated the prior competitive bid process in 2010, resulting in franchise agreements with GreenWaste for seven member agencies, including Seaside; and

WHEREAS, ReGen Monterey has proposed to facilitate the franchise collection planning for the member agencies through a cost-sharing Memorandum of Understanding (MOU) to assist with either issuing a new RFP or negotiating an extension of the current contract; and

WHEREAS, ReGen Monterey's Technical Advisory Committee (TAC) formed a subcommittee to review consultant proposals for franchise collection planning, and HF&H Consultants was selected based on their submitted proposal; and

WHEREAS, the ReGen Monterey Board approved the cost-sharing Memorandum of Understanding for franchise collection planning support between ReGen Monterey and its member agencies on August 22, 2025, which includes the costs for consultant services and a public opinion survey; and

WHEREAS, Seaside's financial contribution for franchise collection planning support is \$74, 374.00 over 3-4 years and there is sufficient budget in Account No. 100-8910-1031 (ReGen MOU) for the anticipated costs in Fiscal Year 2025/2026.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby direct the City of Seaside City Manager to accept and execute on behalf of the City Council, Cost-Sharing Memorandum of Understanding between ReGen Monterey and its member agencies for Franchise Collection Planning services.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of Seaside duly held on the 4th day of September 2025 by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED TO FORM:

Sheri L. Damon, City Attorney

MEMORANDUM OF UNDERSTANDING

BETWEEN THE MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT DBA REGEN MONTEREY AND ITS PARTICIPATING MEMBER AGENCIES REGARDING ASSISTANCE WITH FRANCHISE AGREEMENT MATTERS

This Memorandum of Understanding (“MOU”) is made and entered into as of the date of the signatures set forth below by and between the MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT DBA REGEN MONTEREY (“ReGen Monterey,” or “ReGen”), a California Garbage and Refuse Disposal District, and its participating member agencies the cities of CARMEL-BY-THE-SEA, DEL REY OAKS, MARINA, PACIFIC GROVE, SAND CITY, and SEASIDE; and the PEBBLE BEACH COMMUNITY SERVICES DISTRICT (“Participating Member Agencies”). Collectively these entities shall be known herein as “Parties” or individually as a “Party.”

Recitals

- A. The Participating Member Agencies have jurisdiction and authority to make adequate provisions for solid waste collection within their territories. The Participating Member Agencies have certain rights and interests related to administration and management of their existing franchise agreements, planning for future franchise agreements, and other matters within the Participating Member Agencies’ jurisdiction related to solid waste.
- B. The Participating Member Agencies have determined that it is in their best interest to coordinate some of these activities. This coordination is being facilitated by ReGen Monterey’s Technical Advisory Committee (TAC) through a subcommittee comprised of staff from each Participating Member Agency and ReGen.
- C. The Participating Member Agencies have further determined that ReGen Monterey has the expertise and resources necessary to support the Participating Member Agencies in their implementation of these activities and have now requested that ReGen incur costs to provide these activities.
- D. The Participating Member Agencies have agreed to reimburse the ReGen Monterey for proportionate shares of certain costs incurred by the ReGen for these activities.
- E. The form and content of this MOU have been presented to the TAC subcommittee, and the TAC subcommittee has recommended it for approval by the Parties.

NOW THEREFORE, in consideration of the mutual benefits to be derived by ReGen Monterey and the Participating Member Agencies, and of the promises contained in this MOU, the Parties agree as follows:

Section 1. Recitals: The recitals set forth above are incorporated into this MOU.

Section 2. Purpose: The purpose of this MOU is to provide a structure for the Participating Member Agencies to authorize ReGen Monterey to perform certain activities to support the Participating Member Agencies' in their administration and management of their existing franchise agreements, plan for future franchise agreements, and implement other matters within the Participating Member Agencies' jurisdiction related to solid waste ("Coordination Activities"), and reimburse ReGen for such Coordination Activities it performs.

Section 3. Voluntary: This MOU is voluntarily entered into by the Parties for the purpose of coordinating the Coordination Activities.

Section 4. Term: This MOU shall become effective on the date of its full execution by the Parties and shall remain in effect until the services are completed, or it is earlier terminated in accordance with Section 8 of this Agreement.

Section 5. Scope of Work, Costs & Cost Sharing: The scope of work for the Coordination Activities, and associated costs, are set out in Exhibit A, entitled Detailed Activities and Costs, attached hereto and incorporated herein. Allocation of such costs to the Participating Member Agencies is set out in Exhibit B, entitled Participating Member Agencies' Annual Proportionate Shares and Costs, attached hereto and incorporated herein.

No later than March 1 of each year, and at such other times as directed by the Parties, the TAC subcommittee shall meet to consider and, if deemed necessary, recommend modifications to Exhibits A and B; subject to approval of such modified Exhibits A and B by ReGen Monterey and each Participating Member Agency, this MOU shall be deemed amended to incorporate such modified Exhibits A and B.

Section 6. ReGen Monterey Agrees:

(a) ReGen staff will manage the Coordination Activities as identified in Exhibit A, which activities may include contracting with third party vendors when reasonably necessary and paying those vendors for contracted costs.

(b) Two times per year, on dates to be determined by the TAC subcommittee, ReGen will invoice Participating Member Agencies for each Participating Member Agency's proportionate share of estimated costs as shown in Exhibit B with each invoice to be fifty percent (50%) of the Participating Member Agency's estimated share of costs.

(c) ReGen Monterey will maintain an accounting of activities and actual incurred costs and provide reconciliation of payments annually. Differences between estimated costs and actual incurred costs will result in either: 1) an adjustment made to the final annual payment for each Participating Member Agency, or 2) such cost difference shall be incorporated into the subsequent year cost allocation.

Section 7. The Participating Member Agencies Agree:

(a) To reimburse ReGen Monterey for all expenses incurred by ReGen under this MOU in accordance with each Participating Member Agency's proportionate share as shown on Exhibit B.

(b) To make a full-faith effort to cooperate with one another and with ReGen Monterey to achieve the purposes of this MOU by providing information, reviewing information in a timely manner, and informing their respective administration and governing bodies.

Section 8. Early Termination. Any Party may terminate its participation in this MOU effective at the conclusion of a phase of work (as described in Exhibit A) upon giving written notice to the other Parties. Within ten (10) days following a Party's termination date, such party shall pay ReGen all charges then due and payable and shall pay when determined any additional charges in effect prior to their termination date, that shall later come due under the MOU, as provided in and subject to the limits set out in Exhibits A and B. The costs for the scope of work occurring after the effective date of any such early termination shall be reallocated among the remaining Participating Member Agencies and this MOU shall be deemed amended to incorporate such reallocation in Exhibit B.

Section 9. General Provisions.

(a) This MOU is binding and for the benefit of the respective successors, heirs, and assigns of each Party; provided however, no Participating Member Agency may assign its respective rights or obligations under this MOU without the prior written consent of ReGen Monterey.

(b) This MOU is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. The Parties agree that the jurisdiction and venue of any dispute between the Parties will be the Superior Court of California of the County of Monterey.

(c) If any provision of this MOU is determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOU will not be affected, and this MOU will be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOU.

(d) Waiver by the any Party to this MOU of any term, condition, or covenant of this MOU will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this MOU will not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.

(e) This MOU may be executed in any number of counterparts, each of which is an original but all of which taken together will constitute one and the same instrument, provided, however, that such counterparts have been delivered to all parties to this MOU. A signature delivered on any counterpart by electronic means will for all purposes be deemed to be an original signature to this MOU. The term "electronic means" means one that is executed by applying an electronic signature using technology mutually acceptable to the Parties.

(f) All parties acknowledge they have been represented, or have had the opportunity to be represented, by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU will be construed according to its fair language. Any ambiguities will be resolved in a collaborative manner by the Parties and must be rectified by amending this MOU.

(g) This MOU supersedes and replaces all prior MOUs between the Parties hereto relating to the subject matter of this MOU.

(h) Nothing in this MOU may be construed as giving a Party the right or ability to bind the other Party and nothing in this MOU may be construed to create any joint liability with regard to, or as a result of, the activities undertaken by the other Party or its agents. All officers, directors, employees, representatives, and agents of a Party will remain the officers, directors, employees, representatives, and agents of that Party and will be subject to the laws, procedures, rules, and policies governing such Party.

(i) Nothing herein may be considered as creating any rights and/or obligations by any of the Parties to this MOU to any third parties, beyond those otherwise required and established by law.

(j) Each entity signing below warrants and represents that it has the power, authority and right to act on behalf of its Party and to bind its Party in accordance with this MOU.

(k) From time to time, by mutual agreement, the Parties may reopen, in whole or in part, elements of this MOU, including modifying the member agencies participating in the MOU if approved by each Participating Member Agency. Except as provided in Section 5 above, this MOU may not be changed, modified, or amended, in whole or in part, except in a writing signed by an authorized representative of each Party.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives as of the date of their respective signatures.

MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT dba REGEN MONTEREY

By: _____ DATE: _____

APPROVED AS TO FORM:

CITY OF CARMEL-BY-THE-SEA

By: _____ DATE: _____

APPROVED AS TO FORM:

CITY OF DEL REY OAKS

By: _____ DATE: _____

APPROVED AS TO FORM:

CITY OF MARINA

By: _____ DATE: _____

APPROVED AS TO FORM:

CITY OF PACIFIC GROVE

By: _____ DATE: _____

APPROVED AS TO FORM:

SAND CITY

By: _____ DATE: _____

APPROVED AS TO FORM:

CITY OF SEASIDE

By: _____ DATE: _____

APPROVED AS TO FORM:

PEBBLE BEACH COMMUNITY SERVICES DISTRICT

By: _____ DATE: _____

APPROVED AS TO FORM:

EXHIBIT A

DETAILED ACTIVITIES & COSTS

Scope of Work

ReGen Monterey, through its own forces or through retention of third-party consultants, will perform the following Coordination Activities:

1. Support Participating Member Agencies' Development of Next Generation of Franchise Agreements. The scope generally includes the following phases, and is described in more detail in the HF&H proposal dated March 26, 2025:

Phase 1.	Public and Stakeholder Engagement
Phase 2.	Solicitation Document Design and Drafting
Phase 3.	RFP Process Support
Phase 4.	Negotiations
2. Other Support Tasks as Assigned by the Participating Member Agencies. Such tasks may include retention of a third-party consultant to perform a survey(s).

Except as expressly provided above, all activities related to administration and management of Participating Member Agency franchise agreements and other tasks within the jurisdiction of the Participating Member Agency remain with the Participating Member Agency.

Estimated Costs

The not to exceed budget for the Coordination Activities is \$534,620. The estimated fees per phase is summarized below, and is described in more detail in the HF&H proposal dated March 26, 2025:

Phase 1.	\$122,840 + \$35,000 (third-party survey consultant)
Phase 2.	\$102,310
Phase 3.	\$161,120
Phase 4.	\$108,500

The above is an estimate of the costs to provide the Coordination Activities per Phase; actual costs may vary based on level of effort required, change in assumptions, change in requested scope, significant and unanticipated issues or concerns, and other factors. Notwithstanding the foregoing, HF&H shall not incur time or expense that exceeds the specified not to exceed amount without the prior written approval of ReGen, which ReGen shall not grant without the prior written approval of the Parties.

As provided in Section 5 of the MOU, no later than March 1 of each year, and at such other times as directed by the Parties, the TAC subcommittee shall meet to consider and, if deemed necessary, recommend modifications to this Exhibit A, including establishing a budget for services in each Fiscal Year.

ReGen will submit invoices to the Participating Member Agencies on an annual basis (or more frequently, if requested) to reimburse ReGen for the Participating Member Agency's proportionate share of the actual cost of services incurred under this MOU in the invoice period. Participating Member Agencies shall endeavor to make payment within forty-five (45) days after receipt of the invoice.

EXHIBIT B

PARTICIPATING MEMBER AGENCIES' PROPORTIONATE SHARES & COSTS

	% of Total	Per Agency Estimated Total Cost
Carmel-by-the-Sea	14.29%	\$76,374
Del Rey Oaks	14.29%	\$76,374
Marina	14.29%	\$76,374
Pacific Grove	14.29%	\$76,374
Pebble Beach CSD	14.29%	\$76,374
Sand City	14.29%	\$76,374
Seaside	14.29%	\$76,374
TOTAL	100%	\$534,618



HF&H Consultants

590 Ygnacio Valley Rd. Suite 105
Walnut Creek, CA 94596
Phone: (925) 977-6950
Web: hfh-consultants.com

March 26, 2025

Zoë Shoats
Director of Communications
ReGen Monterey
14201 Del Monte Blvd
Salinas, CA 93908

Sent via email

Subject: Proposal to Support Collection Franchise Planning

Dear Zoë Shoats,

HF&H Consultants, LLC (HF&H) is pleased to present this proposal to the Monterey Regional Waste Management District (ReGen) to assist in the development of the next generation solid waste collection franchise agreement for ReGen and its member agencies. This will be a multi-year project between now and the end of the franchise agreement, including multiple phases that have been detailed in our scope of work below.

Scope of Work

This scope of work outlines the tasks and activities for a comprehensive collection services planning project, divided into four phases: Public and Stakeholder Engagement, Solicitation Document Design and Drafting, RFP Process Support, and Negotiations. Each phase is carefully designed to support the goals of ReGen and its member agencies as they consider their next generation franchise agreement.

PHASE 1: PUBLIC & STAKEHOLDER ENGAGEMENT

During Phase 1, HF&H will support ReGen and its member agencies in the performance of public and stakeholder engagement related to the next generation franchise agreement. The goal of this phase of the project is to gather sufficient information from the public and stakeholders to inform decision-making about: 1) the extent of cooperation among the member agencies in the upcoming contracting process; and, 2) whether the member agencies intend to negotiate extended or restated contracts with their existing service providers or issue a competitive Request for Proposals (RFP) to choose the new provider. This will include conducting the following activities:

1. Member Agency Staff – HF&H will meet monthly with ReGen's subcommittee that has been formed for the purpose of the next generation franchise agreement project. HF&H will prepare agendas for these meetings, facilitate the meetings, and provide meeting summaries with action items following each meeting. These meetings will be used to work through high level decisions like process, schedule, involved parties, etc., and will also be used to discuss the work conducted under this project with the members of the subcommittee who we understand will steer this effort. This task is assumed to cover the



period from May 2025 through March 2026. We assume that eight of these 10 meetings will be virtual.

2. Residential Customers – HF&H will develop a survey instrument to use in gathering input about services, affordability, and satisfaction from residential customers throughout the service area. HF&H strongly recommends that the surveys be conducted by a third-party public opinion survey firm in a statistically valid manner, and HF&H has not included the cost of that third party in our proposal. If that option is not selected, HF&H recommends that each member agency promote an online survey through newsletters, email lists, and other methods available to them to encourage participation. It may also be possible to request that the current haulers promote the survey through bill inserts. HF&H has not included any budget for promoting the survey nor coordinating with parties that do. HF&H has budgeted up to 40 hours of in-person intercept surveying using that same survey instrument at locations throughout the service area identified by ReGen staff and/or the subcommittee members.
3. Commercial & Multi-Family Customers – HF&H will participate in up to eight in-person meetings with commercial and multi-family customer groups to make a presentation and solicit their input on service needs, affordability, and satisfaction. These customers are less likely to participate in surveys and their feedback tends to be more nuanced and specific to their business type. This in-person approach will facilitate a more candid and nuanced understanding of the needs. HF&H assumes that the same presentation can be used in each meeting, with only updates to the name of the group and the date of the meeting needed.
4. Industry Stakeholders – HF&H will facilitate a series of virtual meetings with up to six industry stakeholders that could provide services under the next generation franchise agreement. These industry stakeholder meetings are intended to offer the subcommittee an opportunity to meet potential future service providers and understand their experience, service options, and innovative approaches. These meetings would include the two incumbent service providers as well as up to four additional interested parties.
5. Report Out to City Councils – Following the engagement work performed in this Phase 1, HF&H will prepare and present to the subcommittee a PowerPoint style presentation that documents the results of the engagement with each group of stakeholders, identifies potential services and contract terms to include in the next generation franchise agreement, and identifies datapoints that may inform a decision on whether to negotiate with the existing provider(s) or conduct a competitive RFP process. HF&H will consider feedback from the subcommittee regarding the presentation and will make one round of revisions to the presentation before finalizing it. This presentation will then be used to discuss the RFP or negotiate policy question with the ReGen Board of Directors and subsequently each member agency's City Council. HF&H assumes that the subcommittee will make a staff-level recommendation regarding whether to negotiate or use a competitive process and that recommendation would be included in the presentations to the elected bodies. HF&H assumes that each agency will only require one meeting for this presentation. If additional meetings or analysis are required for a specific agency, HF&H recommends that agency contracts separately with HF&H for those services.

PHASE 2: SOLICITATION DOCUMENT DESIGN & DRAFTING

During Phase 2 of this project, HF&H will support ReGen and its member agencies in the design and drafting of the next generation franchise agreement model and the request document sent to potential proposers. The specifics of this task, including the extent of



changes to the agreement and whether it will be solicited on a sole-source or competitive basis will be largely determined in Phase 1. As such, the scope of this task is defined broadly and flexibly to allow the project to follow the direction of the elected bodies. This phase of the project will include the following tasks:

1. Subcommittee Meetings – HF&H will meet monthly with ReGen’s subcommittee that has been formed for the purpose of the next generation franchise agreement project. HF&H will prepare agendas for these meetings, facilitate the meetings, and provide meeting summaries with action items following each meeting. These meetings will be used to work through detailed design and drafting issues and will also be used to discuss the work conducted under this project with the members of the subcommittee who we understand will steer this effort. This task is assumed to cover the period from April 2026 through December 2026. We assume that eight of these 10 meetings will be virtual.
2. Update Model Franchise Agreement – HF&H will prepare an updated franchise agreement model document that will combine the current GreenWaste Recovery base agreement with all amendments that have been negotiated to date (mostly including SB 1383). We will also address new issues that have been included in modern franchise agreements, including the handling of zero emission vehicles, extended producer responsibility programs, and modernized approaches for customer service and outreach. Finally, we will incorporate changes to programs and contract terms that are requested by consensus in the subcommittee’s design discussions or that have been directed in the City Council discussions had in Phase 1. HF&H will provide a draft of this agreement to the subcommittee for review and comments. HF&H anticipates that each agency will prepare their own set of comments and that the comments from each agency will be consolidated and non-conflicting. HF&H will discuss these comments with the subcommittee at a monthly meeting to review consensus comments and attempt to reconcile comments from multiple parties that may be in conflict. Each agency will be responsible for reviewing and providing data on agency-specific needs, contract terms, and services.
3. Draft Solicitation Document – HF&H will prepare a document to solicit proposal(s) from either the existing provider (i.e., a “mini-RFP”) or from a competitive field (i.e., a traditional RFP like was done in 2012/13). The document will present the current and desired services for each participating agency, proposal format and content requirements, and evaluation criteria. The solicitation document will be developed based on the direction received in Phase 1 and from the subcommittee. HF&H will provide a draft of this agreement to the subcommittee for review and comments. HF&H anticipates that each agency will prepare their own set of comments and that the comments from each agency will be consolidated and non-conflicting. HF&H will discuss these comments with the subcommittee at a monthly meeting to review consensus comments and to attempt to reconcile comments from multiple parties that may be in conflict. Each agency will be responsible for reviewing and providing data on agency-specific needs, contract terms, and services.
4. Presentation to Participating Agency City Councils – Once the solicitation document and draft agreements have been finalized, HF&H will prepare a model presentation for each of the participating agencies to use with their City Council to inform them about the new franchise agreement, describe the process being used to solicit proposals, and preview any changes in services. HF&H anticipates that each agency will make this presentation as an informational item for their City Council. If an agency would like HF&H to present



the information to their City Council, HF&H would contract separately with each agency that desires that service.

PHASE 3: RFP PROCESS SUPPORT

During Phase 3 of this project, HF&H will support ReGen and its member agencies in the process of issuing the mini-RFP document, as determined in Phase 1 and developed in Phase 2, managing the process for proposer(s) to prepare their response, and conducting the initial review of proposals received. The level of effort budgeted for this task assumes a competitive RFP and the receipt and evaluation of up to four collection proposals. If the decision in Phase 1 is to conduct a sole-source negotiation with the existing service provider, this budget will need to be revised to reflect the lower level of effort associated with reviewing fewer companies' proposals. This phase of the project will include:

1. Subcommittee Meetings – HF&H will meet monthly with ReGen's subcommittee that has been formed for the purpose of the next generation franchise agreement project. HF&H will prepare agendas for these meetings, facilitate the meetings, and provide meeting summaries with action items following each meeting. These meetings will be used to discuss the work conducted under this project with the members of the subcommittee who we understand will steer this effort. This task is assumed to cover the period from January 2027 through June 2027. We assume that four of these six meetings will be virtual.
2. Issue RFP – In the event of a competitive RFP, HF&H will develop a dedicated RFP website to house the RFP documents and manage communication with proposers. HF&H will post all of the final documents to that site. HF&H will advertise the RFP process to the industry stakeholders engaged in Phase 1, HF&H's list of over 150 interested parties in RFP processes, and will post the RFP notice to industry email groups and associations to ensure all interested parties are aware of it. In the event of a sole-source process, the documents will simply be emailed directly to the company's key representatives.
3. Pre-Proposal Meeting – HF&H will facilitate an in-person pre-proposal meeting at ReGen's offices. This meeting will include a presentation to the proposers outlining the requirements and timelines of the RFP process. The meeting would also, ideally, include a tour or site walk of the ReGen hauling yard so that non-incumbent providers understand the extent of the facilities available to them.
4. Manage Proposer Q&A – HF&H will facilitate the questions and answers with proposers during the RFP process. HF&H anticipates up to 50 questions from proposers about the scope, process, facilities, customer profiles, programs, billing terms, etc., that are included in the RFP and franchise agreement. This is a normal part of the RFP process that is important for ensuring their understanding and receiving the best possible proposals. HF&H anticipates that ReGen staff will be available to support responses related to ReGen facilities and that member agency staff will be available to support responses related to agency-specific services.
5. Initial Proposal Evaluation – HF&H will conduct an initial evaluation of the proposals received to ensure completeness and compliance with the requirements of the RFP. This review will simply identify any areas of the required proposal(s) that were missing and will produce a recommendation for the subcommittee about which proposals to: 1) accept; 2) accept with certain required corrections; or, 3) reject as non-compliant.
6. Technical Review – HF&H will perform an initial technical review of each of the received proposals. HF&H will prepare a high level summary of each proposal's technical approach to be used in briefing the subcommittee and later to present information to City Councils.



HF&H will also prepare clarification and interview questions resulting from the review of the technical proposals.

7. **Cost Review** – HF&H will perform an initial review of the cost proposals received. This review will include a mathematical accuracy and logical consistency check as well as benchmarking the proposal against current service costs and other proposals received in the region through other RFPs. HF&H will prepare a high level summary of each proposal's costs to be used in briefing the subcommittee and later to present information to the City Councils. HF&H will also prepare clarification and interview questions resulting from the review of the cost proposals.
8. **Contract Exception Review** – HF&H will perform a review of the contract term exceptions proposed by each of the respondents. This review will include assessing the number and nature of the exceptions as well as assessing the likelihood of successful negotiations with each proposer. This task will produce an "exceptions digest" that will be used as a tool both for briefing the subcommittee and in the negotiations process with the successful proposer.
9. **Proposer Interviews** – HF&H will facilitate interviews with each proposer at the ReGen offices or some other location on the Peninsula provided by ReGen or one of the participating agencies. HF&H anticipates that all interviews will be conducted over two consecutive days and that each interview will be approximately 90 minutes in duration, in addition to pre- and post- meetings with the subcommittee to prepare for and debrief the interviews. Following the final interview, HF&H will facilitate a meeting of the subcommittee to make a recommendation on which proposer(s) to enter into negotiations with. HF&H will not make a recommendation but will help to facilitate the subcommittee's evaluation and recommendation.

PHASE 4: NEGOTIATIONS

During Phase 4 of this project, HF&H will support ReGen and its member agencies in the negotiation of the final model franchise agreement with the selected provider. This proposal assumes that only one company will be included in the final negotiations. If the subcommittee determines that parallel negotiations with more than one proposer are appropriate, this budget will need to be amended to reflect the additional time required for the additional negotiation. This phase of the project will include the following tasks:

1. **Subcommittee Meetings** – HF&H will meet monthly with ReGen's subcommittee that has been formed for the purpose of the next generation franchise agreement project. HF&H will prepare agendas for these meetings, facilitate the meetings, and provide meeting summaries with action items following each meeting. These meetings will be used to discuss the work conducted under this project with the members of the subcommittee who we understand will steer this effort. This task is assumed to cover the period from July 2027 through December 2027. We assume that four of these six meetings will be virtual.
2. **Group Negotiations** – HF&H will lead the negotiations with the selected proposer, though we assume participation by a portion of the subcommittee that is identified as the negotiation team. These negotiations will be focused on achieving agreement on all common business terms, scope items, and compensation issues. These negotiations will not include issues that are unique to one or two agencies – such negotiations should be performed following the group negotiations and would be performed under a separate scope of work and budget from this task. HF&H assumes that there will be a total of four negotiations sessions, all in-person hosted somewhere on the Monterey Peninsula by



- ReGen or one of the member agencies. HF&H will prepare for and facilitate the negotiations, draft revisions to the contract based on those negotiations, and manage changes to the cost proposals resulting from the negotiations. HF&H will brief the subcommittee through the meetings performed under this phase. HF&H will produce a final model franchise agreement for execution by each agency, subject to any agency-specific negotiations that need to be conducted related to agency-specific rates or services.
3. Presentation to Elected Bodies – HF&H will prepare a model presentation for use in presenting the recommendation for award of the franchise agreement to the various elected bodies. HF&H assumes that the subcommittee will preview the presentation at a subcommittee meeting and will provide feedback and requests for edits at that meeting. HF&H will finalize the presentation based on that feedback and will then make the presentation to the ReGen Board of Directors. HF&H will provide that presentation to each of the member agencies who may choose to present the recommendation to their city council or engage HF&H separately to support them in making that presentation.

Budget

The proposed budget for this project is \$499,620, as detailed in the fee estimate on the following page. Hourly rates for professional and administrative personnel through December 31, 2025 are outlined in Attachment A and will increase by three percent on January 1 of each subsequent year.



Figure 1. Fee Estimate

		Executive	Sr Project Manager	Sr Associate	Sr Associate	Associate	Administrative	Total Hours	Proposed Cost
		\$365	\$315	\$250	\$240	\$200	\$170		
Phase 1	Public & Stakeholder Engagement								
1a	SubCommittee Meetings	40	0	64	0	0	0	104	\$30,600
1b	Residential Surveys	4	0	54	24	30	0	112	\$26,720
1c	Commercial & MFD Surveys	4	0	40	8	0	0	52	\$13,380
1d	Industry Stakeholders	8	0	16	0	0	0	24	\$6,920
1e	Report & Revise	16	4	24	8	0	4	56	\$15,700
1f	Present to Elected Bodies	48	0	48	0	0	0	96	\$29,520
	Task 1	120	4	246	40	30	4	444	\$122,840
Phase 2	Solicitation Design & Drafting								
2a	SubCommittee Meetings	40	40	0	0	0	0	80	\$27,200
2b	Update Model Franchise	8	56	24	0	60	0	148	\$38,560
2c	Prepare Solicitation Document	8	44	24	0	24	12	112	\$29,620
2d	Presentation to City Councils	2	8	12	0	0	4	26	\$6,930
	Task 2	58	148	60	0	84	16	366	\$102,310
Phase 3	RFP Process Support								
3a	SubCommittee Meetings	28	28	0	0	0	0	56	\$19,040
3b	Issue RFP	0	2	0	0	4	4	10	\$2,110
3c	Pre-Proposal Meeting	6	8	4	0	0	4	22	\$6,390
3d	Proposer Q&A	6	18	12	0	12	8	56	\$14,620
3e	Initial Proposal Evaluation	4	16	8	0	24	0	52	\$13,300
3f	Technical Review	16	48	32	0	16	8	120	\$33,520
3g	Cost Review	8	56	0	40	0	0	104	\$30,160
3h	Contract Exceptions Review	8	40	24	0	40	0	112	\$29,520
3i	Proposer Interview(s)	16	16	2	0	2	4	40	\$12,460
	Task 3	92	232	82	40	98	28	572	\$161,120
Phase 4	Negotiations								
4a	SubCommittee Meetings	28	28	0	0	0	0	56	\$19,040
4b	Group Negotiations	48	112	60	0	60	0	280	\$79,800
4c	Presentation to Elected Bodies	8	12	0	0	8	8	36	\$9,660
	Task 4	84	152	60	0	68	8	372	\$108,500
Total Costs									
Labor		354	536	448	80	280	56	1,754	\$494,770
Out-of-Pocket Expenses									\$4,850
Total Budget									\$499,620

In the event that the total proposed budget is more than is required to perform the work, HF&H will bill ReGen the lesser amount. If it appears that more hours or expenses will be required than have been estimated here, HF&H will work with ReGen staff to determine the appropriate way to meet that need, which may include assignment of tasks to ReGen staff or adjustment to the budget.



Zoë Shoats
March 26, 2025
Page 8 of 8

* * * * *

HF&H appreciates this opportunity to be of service to ReGen and its member agencies and we look forward to starting work as soon as we receive your authorization to proceed. Should you have any questions or comments, please do not hesitate to contact me directly at (925) 977-6959 or rchilton@hfh-consultants.com.

Sincerely,
HF&H Consultants, LLC

A handwritten signature in black ink, appearing to read 'Rob Hilton', written over a horizontal line.

Rob Hilton
President

Attachment A – Standard Hourly Rates and Billing Arrangements



Attachment A: Standard Hourly Rates and Billing Arrangements

(Effective January 1, 2025)

PROFESSIONAL FEES

Hourly rates for professional and administrative personnel are as follows:

Position	Rate
Executive	\$330 - \$365
Senior Project Manager	\$305 - \$325
Project Manager	\$275 - \$285
Senior Associate	\$225 - \$270
Associate Analyst	\$185 - \$205
Assistant Analyst	\$160 - \$180
Administrative Staff	\$135 - \$170

DIRECT EXPENSES

Standard charges for common direct expenses are as follows:

Automobile Travel.....	Prevailing IRS mileage rate
Airfare and Public Transit.....	Actual Cost

BILLING POLICIES

Our policy is to bill for our services based on the standard hourly rates of the staff member assigned, multiplied by the time required to perform the client-related tasks, plus the direct expenses as described above. In implementing this policy, we adhere to the following practices:

- It is our standard practice to e-mail invoices to our clients, although hard copies of invoices can be sent to clients on request.
- We round to the nearest one-quarter hour (e.g., if two hours and 55 minutes are spent on a task, it is recorded as three hours, if two hours and 5 minutes are spent on a task, it is recorded as two hours). A minimum charge of one-quarter hour is charged for any client work performed in a day.
- We do not markup out-of-pocket expenses; however, we may charge administrative or professional time related to the provision of the goods and services associated with these charges.
- If subcontractors are used, HF&H reserves the right to charge a 10% markup.
- Mileage fees are based on the round-trip distance from the point of origin.
- If a client's change to a previously scheduled meeting results in penalties being assessed by a third party (e.g., airline cancellation fee), then the client will bear the cost of these penalties.



Attachment A: Standard Hourly Rates and Billing Arrangements

(Effective January 1, 2025)

While no minimum fee for a consulting engagement has been established, it is unlikely (given the nature of our services) that we can gain an understanding of a client's particular requirement, identify alternatives, and recommend a solution in less than twenty-four consulting hours.

INSURANCE

We maintain the following policies of insurance with carriers doing business in California:

- Commercial General Liability Insurance (\$2,000,000 Occurrence/\$4,000,000 Aggregate)
- Workers' Compensation (\$1,000,000)
- Professional Liability Insurance (\$2,000,000 Occurrence/\$2,000,000 Aggregate)
- Hired and Non-Owned Auto Liability¹ (\$2,000,000)
- Umbrella Liability (\$3,000,000 Occurrence/\$3,000,000 Aggregate)
- Cyber Liability (\$1,000,000 Each Claim)

All costs incurred in complying with additional coverages or limits (excluding additional insured and waiver of subrogation endorsements) become the responsibility of the client and are not included in the fees for services or direct charges but are billed in addition to the contract at cost, plus any professional or administrative fees.

INVOICES AND PAYMENT FOR SERVICES

Our time reporting and billing system has certain standard formats that are designed to provide our clients with a detailed invoice of the time and charges associated with their engagement and we typically discuss these with our clients at our kick-off meeting. We are also pleased to provide our clients with a custom invoice format, but we will have to bill the client for time spent conforming our invoices to their unique requirements.

Billings for professional services and charges are submitted every month, in order that our clients can more closely monitor our services.

¹ HF&H Consultants does not own any company automobiles.

Benefits of Regional Solid Waste Franchise Collection Planning

Complied by ReGen Monterey

Collaborative Framework & Governance

- **Unified Regional Model:** Creates a platform where all member agencies work together toward consistent, efficient solid waste collection services while maintaining positions for local community needs and priorities
- **Strengthened Negotiating Position:** Collective bargaining power increases leverage with haulers, resulting in better contract terms, service levels, and pricing than individual agencies could achieve alone
- **Shared Decision-Making:** Establishes a process where all agencies have input on service standards, performance metrics, and contract specifications

Financial Benefits & Cost Efficiencies

- **Equitable Cost-Sharing:** Pooled funding split evenly among participating agencies reflects shared value while keeping individual costs manageable and predictable
- **Economies of Scale:** Larger service areas and combined tonnage volumes enable more competitive pricing and reduced per-unit costs for residents and businesses
- **Reduced Administrative Costs:** Eliminates duplicative procurement processes, legal reviews, and contract management expenses across multiple agencies
- **Shared Infrastructure Benefits:** Agencies selecting common haulers benefit from shared facilities like truck yards, and maintenance facilities, improving operational efficiency

Expertise & Professional Support

- **Shared Consultant Access:** Single expert consultant provides informed, professional guidance for complex negotiations while avoiding duplicative consulting costs across agencies
- **Specialized Knowledge:** Access to industry expertise in waste management trends, regulatory compliance, and best practices that individual agencies might not afford independently
- **Consistent Contract Standards:** Professional oversight ensures uniform service quality standards, performance metrics, and accountability measures across the region

Operational & Service Advantages

- **Optimized Route Efficiency:** Coordinated service areas enable more efficient routing, reducing truck traffic, emissions, and wear on local roads

- **Standardized Service Levels:** Consistent collection schedules, container standards, and customer service protocols create predictable experiences for residents
- **Enhanced Service Quality:** Larger contracts attract more qualified haulers and enable investment in newer, cleaner equipment and technology
- **Improved Emergency Response:** Coordinated backup coverage and resource sharing during equipment failures or natural disasters

Administrative & Staffing Support

- **Addresses Limited Staff Capacity:** Some agencies lack in-house expertise or dedicated time to manage complex franchise negotiations independently
- **Streamlined Procurement:** Single coordinated process reduces administrative burden on individual agency staff while maintaining competitive bidding
- **Ongoing Contract Management:** Shared oversight of performance monitoring, complaint resolution, and contract compliance reduces individual agency workload
- **ReGen's Coordination Role:** Leverages ReGen's established success in regional coordination (demonstrated through SB 1383 compliance support) to provide administrative backbone without becoming a contracting party

Strategic & Long-Term Benefits

- **Regional Consistency:** Creates a uniform waste management approach that supports regional sustainability goals and reduces confusion for multi-jurisdictional businesses
- **Enhanced Compliance Support:** Coordinated approach better positions agencies to meet evolving state regulations like SB 1383 and future environmental mandates
- **Market Stability:** Larger, longer-term contracts provide haulers with business certainty, encouraging investment in improved services and equipment
- **Future Adaptability:** Regional framework enables coordinated responses to emerging waste management challenges, technology advances, and regulatory changes

Risk Mitigation & Quality Assurance

- **Reduced Procurement Risk:** Shared expertise and resources minimize the risk of flawed contract terms or inadequate service specifications
- **Performance Accountability:** Coordinated oversight creates stronger enforcement mechanisms and faster resolution of service issues
- **Financial Security:** Larger contracts with established haulers reduce risk of service disruptions due to contractor financial instability
- **Legal Protection:** Shared legal review and contract development provides stronger protection against disputes and ensures compliance with procurement laws



CITY OF SEASIDE STAFF REPORT

Item No.: 8.I.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Thomas Korman, Public Works Director/City Engineer
Leslie Llantero, Assistant Engineer

DATE: September 4, 2025

**SUBJECT: REVIEW AND TAKE ACTION ON THE TRAFFIC ADVISORY
COMMITTEE (TAC) RECOMMENDATION TO INSTALL SPEED
CUSHIONS BETWEEN 1497 TO 1509 PLUMAS AVENUE**

RECOMMENDATION

Approve the Traffic Advisory Committee's recommendation.

BACKGROUND

In 2015, two sets of speed cushions were installed adjacent to 1363 and 1463 Plumas Avenue. As part of the recent construction of the multi-use trail along the south side of Plumas Avenue, the existing speed cushions were reconfigured, and the remaining sections were salvaged. Additional pieces were purchased to complete another full set. It is recommended to install this extra set of speed cushions between 1497 and 1509 Plumas Avenue. The proposed speed cushions are approximately 200 feet from the Plumas/Highland/Carlton intersection and approximately 300 feet from the set of speed cushions near 1463 Plumas Avenue.

Plumas Avenue Roadway Characteristics

Plumas Avenue is classified as a collector street with a posted speed limit of 25 miles per hour. The roadway is 28 feet wide, measured from curb to curb, and includes two 10-foot travel lanes and an 8-foot parking lane on the north side. On the south side, between Highland Street and Noche Buena Street, there is an 8-foot multi-use trail constructed as part of the Fort Ord Trails and Greenway (FORTAG) project.

FISCAL IMPACT

There is minimal fiscal impact. Maintenance staff will install the cushions.

STRATEGIC PRIORITY

Community Safety & Quality of Life

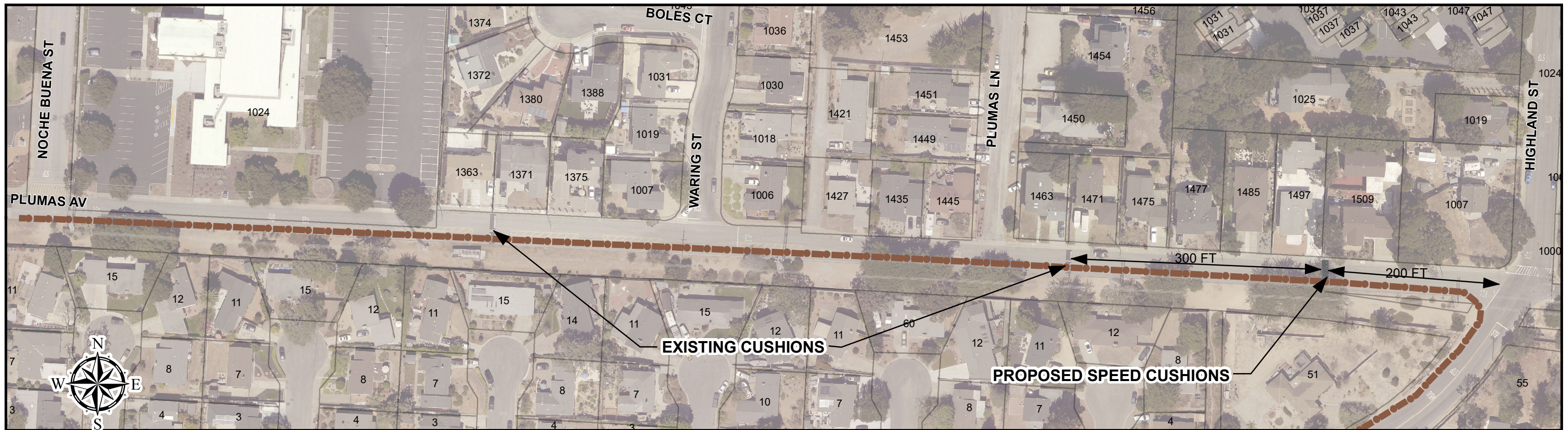
ATTACHMENTS

1. Plumas Avenue Aerial
 2. Proposed Speed Cushion location and layout
-

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager



PLUMAS AVENUE - ADDITIONAL SPEED CUSHIONS

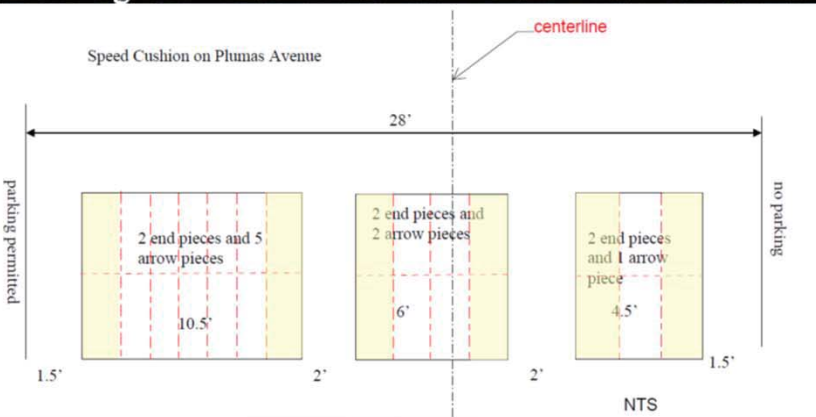
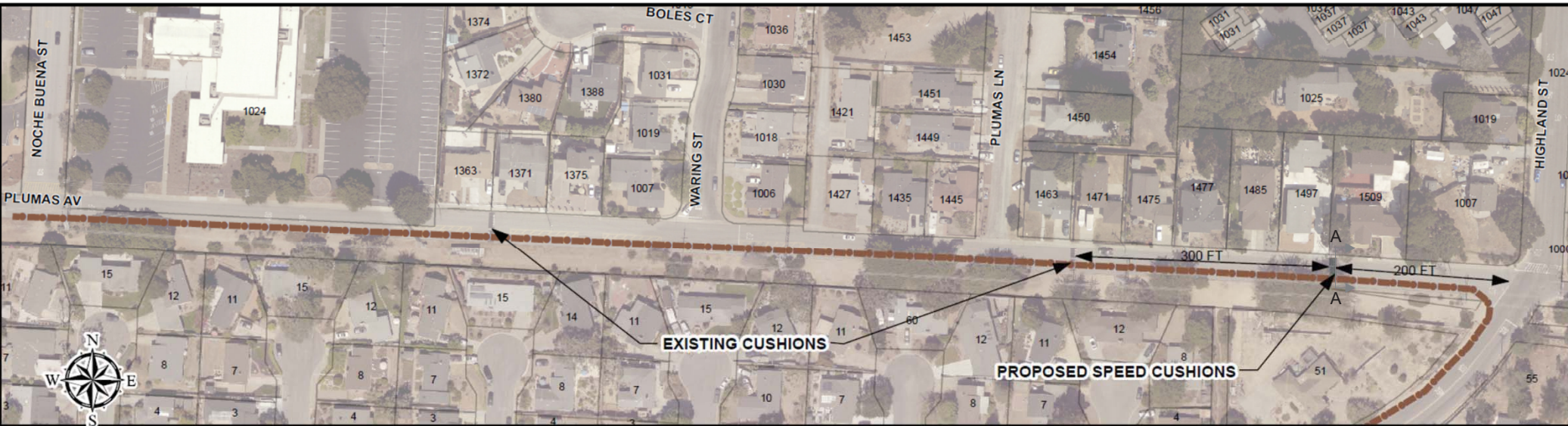


Existing Speed Cushions between 1463 & 1471 Plumas Ave looking westbound towards Waring Street



Proposed Speed Cushions between 1497 & 1509 Plumas Ave looking eastbound towards Highland St/Carson Dr intersection

Plumas Avenue Proposed Speed Cushion



Proposed speed cushion location between 1497 & 1509 Plumas Ave



CITY OF SEASIDE STAFF REPORT

Item No.: 9.A.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Dan Meewis, Assistant City Manager

DATE: September 4, 2025

SUBJECT: ADOPT A RESOLUTION AWARDING A CONTRACT WITH RETAIL STRATEGIES, INC. FOR THE RETAIL AND COMMERCIAL ADVISORY SERVICES

RECOMMENDATION

Award the contract.

BACKGROUND

The City of Seaside is experiencing significant growth and transformation, with several major development initiatives underway. Strengthening the City's commercial corridors, recruiting desirable retailers and restaurants, and revitalizing underutilized parcels are key elements of the City's long-term economic development strategy.

On July 23, 2025, the City issued a **Request for Proposals (RFP)** for Retail and Commercial Advisory Services. The scope of services outlined in the RFP includes:

- **Market Research & Trade Area Analysis** – defining trade areas, conducting retail leakage/surplus analysis, and benchmarking peer communities;
- **Real Estate Assessment & Site Activation** – cataloging key commercial properties, engaging brokers and property owners, and advising on highest and best use;
- **Retail Strategy & Target Recruitment** – preparing a comprehensive retail recruitment strategy with at least 30 targeted brands, including retail, restaurant, grocery, and entertainment;
- **Business Attraction & Community Representation** – representing Seaside at industry conferences (e.g., ICSC, Retail Live) and actively recruiting national and regional tenants;
- **Communication, Reporting, and Support** – providing quarterly updates,

maintaining project documentation, and coordinating closely with City staff.

The RFP requires firms to demonstrate at least five years of experience in retail recruitment, municipal economic development, and broker/developer engagement. The City received proposals by the August 13, 2025, deadline. Following review and evaluation based on qualifications, experience, methodology, cost, and references, staff recommends awarding the contract to Retail Strategies Inc., which demonstrated:

- Strong qualifications and experience working with California municipalities;
- A proven track record of successful retail and restaurant recruitment;
- Established industry connections with national brands, brokers, and developers;
- A comprehensive, data-driven approach to market analysis and site activation;
- Competitive and cost-effective pricing.

The selected firm will serve as an extension of City staff, providing ongoing advisory services for a three-year period.

FISCAL IMPACT

The contract amount is **not to exceed \$150,000.00** over the three-year term. Funding is included in the adopted Economic Development Department budget.

STRATEGIC PRIORITY

Vibrant Local Economy

ATTACHMENTS

1. RFP - Retail & Commerical Advisory Services
2. Seaside, CA - RFP REtail & Commercial Advisory Services
3. Retail Strategies Pricing Proposal
4. Draft Retail resolution

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

City of Seaside



REQUEST FOR PROPOSALS

Retail & Commercial Advisory Services

ISSUING OFFICE: City of Seaside
City Manager's Office
440 Harcourt Avenue
Seaside, CA 93458

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PUBLIC NOTICE

REQUEST FOR PROPOSALS

Request for Proposals (RFPs) must be received by the City Manager's Office, no later than 5:00 p.m., August 13, 2025.

Retail & Commercial Advisory Services

No proposer shall discriminate in employment practices on the basis of race, color, national origin, ancestry, disability, gender, or religion.

No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any matter leading to the award of contract.

The right is reserved by the City of Seaside to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted, and to award the contract according to the proposal which best serves the interests of the City.

Dated this 23rd day of July, 2025 at Seaside, California.

By: Greg McDanel, City Manager

City of Seaside, California

Publication Date: July 23, 2025

SECTION 1
INSTRUCTIONS AND CONDITIONS

1.1 Project Description

The City of Seaside invites qualified firms to submit proposals for Retail and Commercial Advisory Services to support the City's economic development goals. The selected firm will serve as an extension of City staff, providing strategic retail recruitment, market analysis, and property activation efforts designed to strengthen Seaside's commercial corridors and expand sales tax revenues.

This RFP seeks a qualified firm with demonstrated experience in California municipal settings and the retail real estate industry. The City intends to enter into a three-year professional services agreement with one consultant or firm.

1.2 Information

Submit an electronic copy on or before 5:00 p.m., Wednesday, August 13, 2025. Proposers are directed to mail one (1) copy the consultant's schedule of fees submitted in a separate sealed envelope, post marked prior to the submission deadline.

For hand delivery, or mail delivery, please use the following address:

*City of Seaside
City Manager's Office
440 Harcourt Avenue
Seaside, CA 93955*

Unless otherwise directed, all communications regarding this Request for Proposals should be directed to the City Manager's Office, via email at ddavis@ci.seaside.ca.us

Any revisions to the Request for Proposal will be issued and distributed as Addenda. Proposers are specifically directed not to contact any other City personnel for meetings, conferences, or technical discussions related to this Request for Proposal. Failure to adhere to this policy may be grounds for rejection of proposal.

1.3 Important Notice

The City of Seaside will not be responsible for oral interpretations given by any City employee, representative, or others. Proposers are cautioned that any statements made that materially change any portion of the proposal documents shall not be relied upon unless subsequently ratified by a formal written amendment to the proposal document. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued, the City will attempt to notify all prospective consultants. However, it will be the responsibility of each prospective consultant, prior to submitting its proposal, to determine if addenda were issued via PlanetBids, and to make such addenda a part of their proposal.

1.4 Definitions

1. "Agency" refers to the City of Seaside, an Agency established under the laws of the State of California.
2. "Days" refers to working days of the City of Seaside when used in context with Agency's bid protest procedures.
3. The terms "file" or "submit" refer to the date of receipt by Agency.
4. "Interested party" includes all bidders on the contract or procurement. The term may also include a subconsultant or vendor at any tier who shows that it has a substantial economic interest in a provision of the Request for Proposals (RFP), or of the interpretation of such a provision.
5. "Local" as used herein refers to the County of Monterey and the State of California. When used in conjunction with the phrase "laws and regulations" it is construed to mean only those laws or regulations associated with the provision of public funds. It is not construed to include the purchasing and/or protest procedures used by either of the aforementioned entities.
6. "Request for Proposal" as used herein, also includes the term "offer" or "RFP" as used in the context of negotiated procurements.
7. "Administrator" or "Manager" as used herein refers to the project manager of the City of Seaside.

1.5 Contracting Agency

The City of Seaside will administer the contract resulting from this Request for Proposals.

1.6 Legal Responsibilities

All proposals must be submitted, filed, made, and executed in accordance with State of California and Federal laws relating to proposals for contracts of this nature, whether the same or expressly referred to herein or not.

1.7 Business Tax Certificate

Possession of a City of Seaside Business Tax Certificate is not required to submit a proposal in response to this invitation. However, Consultant shall be required to possess, at its own expense, a valid and current City of Seaside Business Tax Certificate prior to commencing work. Fee is based on gross receipts for all business transactions in the City of Seaside.

1.8 Withdrawal of Proposals

Any proposal may be withdrawn at any time prior to the time fixed in the public notice for the receipt of proposals only by written request filed with the City of Seaside City Manager's Office. The request shall be executed by the offeror or his duly authorized representative. The withdrawal of a proposal does not prejudice the right of the offeror to file a new proposal. No proposal may be withdrawn after the time fixed in the public notice for the receipt of proposals.

1.9 Rejection of Proposals

Failure to meet the requirements of the Request for Proposals (RFP) will be cause for rejection of the proposal. The City may reject the proposal if it is incomplete, contains irregularities of any kind, or is offered conditionally. The City reserves the right to reject any and all proposals without cause.

The proposal is to be prepared in such a way as to provide a straightforward, concise delineation of the information requested. Proposals which contain false or misleading statements, or which do not support an attribute or condition claimed by the proposer, may be cause for rejection of the proposal. If, in the sole opinion of the City, such information was intended to mislead the City in its evaluation of the proposal, it will be cause for rejection of the proposal.

1.10 Evaluation

Evaluation and selection of statement of qualifications will be based on the qualifications and evaluation criteria outlined in the RFP request.

The City of Seaside reserves the right to make the selection of a proposer based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipate initiative and ability of the proposer to perform the services set forth herein.

The City of Seaside reserves the right to reject any or all statement of qualifications, to waive any requirements, both the City's and those proposed by the proposer; to waive any irregularities or informalities in any proposal or the RFP process when it is in the best interest of the City to do so; to negotiate for the modification of any proposal with mutual consent of the proposer; to re-advertise for RFP proposals, if desired; to sit and act as sole judge of the merit and qualifications of the service offered; and to evaluate in its absolute discretion, the proposal of each proposer, so as to select the proposer which best serves the requirements of the City, thus providing that the best interest of the City will be served. The proposer's past performance, and the City's assurance that each proposer will provide service as proposed, will be taken into consideration when statement of qualifications are being evaluated.

The City may make such investigation as it deems necessary to determine the ability of a proposer to furnish the required services, and the proposer will furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the City that such proposer is properly qualified to carry out the obligations of a contract and to deliver the services contemplated herein or the service of any consultant who has previously failed to perform properly, or complete on time, contracts of a similar nature. Any material misrepresentation or material falsification of information provided to the City in the proposer's submission, or at any point in the evaluation process, including any interview conducted, is grounds for rejection of the proposal. In the event that the misrepresentation or falsification is not discovered until after any agreement is awarded, the agreement may be terminated at that time. A determination as to whether a misrepresentation or falsification of the submission is material shall be made solely in the exercise of the City's sole discretion. The City expressly reserves the right to reject the proposal of any consultant who is in default on the payment of taxes, licenses, or other monies due the City of Seaside.

The City reserves the right to conduct a background inquiry of each proposer which may include the collection of appropriate criminal history information, contractual and business associations and practices, employment histories, and reputation in the business community. By submitting a statement of qualifications to the City, the proposer consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

1.11 Pricing Guidelines

Proposers shall provide proposed fees and cost information as a part of this RFP. Fees submitted may be used as a basis of negotiation with the successful consultant.

1.12 Proprietary Information

The proposals received shall become the property of the City of Seaside and are subject to public disclosure. Proposers are to indicate any restrictions on the use of data contained in their responses. Those parts of a proposal which are defined by the bidder as business or trade secrets, as that term is defined in California Government Code, Section 6254.7, and are reasonably marked as "Trade Secrets", "Confidential" or "Proprietary" shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most or all, of their proposal as exempt from disclosure may be deemed non-responsive.

1.13 Tentative Selection Schedule

Issuance of RFP	July 23, 2025
Question Submission deadline	5:00 p.m., August 6, 2025
Submission deadline	5:00 p.m., August 13, 2025
Council Award of contract	August 21, 2025 (tentative)

SECTION 2

OVERVIEW

PROJECT OVERVIEW

2.1 Introduction

The City of Seaside invites qualified firms to submit proposals for Retail and Commercial Advisory Services to support the City's economic development goals. The selected firm will serve as an extension of City staff, providing strategic retail recruitment, market analysis, and property activation efforts designed to strengthen Seaside's commercial corridors and expand sales tax revenues.

The community is undergoing a period of dynamic transformation, with several large-scale development efforts underway. Retail and restaurant recruitment, revitalization of underutilized parcels, and strategic commercial expansion are priorities in advancing the City's long-term vision. The selected partner will help the City identify opportunities, recruit targeted retail tenants, and serve as a professional advisor in communicating with brokers, developers, and retailers.

This RFP seeks a qualified firm with demonstrated experience in California municipal settings and the retail real estate industry.

2.2 Term of Contract

The City intends to enter into a three-year professional services agreement with one consultant or firm.

2.3 Scope of Work

The City is seeking retail advisory services to develop and implement a plan that attracts desirable retail and restaurant businesses to the community. The selected vendor will work closely with City staff to enhance business retention efforts, identify the City's strengths and weaknesses, and leverage this information to influence retailer location decisions. The vendor will serve as an extension of City staff throughout the engagement.

Task A: Market Research & Trade Area Analysis

- Define trade areas using political boundaries, drive-time radii, and geofencing tools (e.g., mobile location data).
- Conduct retail leakage and surplus analysis.
- Deliver psychographic and lifestyle segmentation.
- Peer community benchmarking and gap analysis.

Task B: Real Estate Assessment & Site Activation

- Catalog and evaluate priority commercial properties and development sites.
- Engage local brokers and property owners to identify vacancies and redevelopment opportunities.
- Assess visibility, access, traffic counts, co-tenancy, and site-readiness of parcels.
- Advise on highest and best use for key properties.

Task C: Retail Strategy & Target Recruitment

- Prepare a comprehensive retail recruitment strategy with at least 30 targeted brands (retail, restaurant, grocery, hospitality, entertainment).
- Create a marketing guide highlighting Seaside's demographics, assets, and commercial opportunities.
- Align strategy with regional trends and community vision.

Task D: Business Attraction & Community Representation

- Represent the City at key industry conferences (e.g., ICSC, Retail Live).
- Initiate outreach and manage contacts with national and regional brands, brokers, and tenant reps.
- Schedule and facilitate site visits for prospective businesses.
- Provide ongoing deal support and relationship management.

Task E: Communication, Reporting, and Support

- Provide quarterly progress reports summarizing outreach, deal flow, and market updates.
- Maintain shared access to project documentation, site data, and outreach logs (e.g., via Basecamp or similar platform).
- Schedule regular coordination calls with City staff.

General Instructions

2.4 Submittal Requirements & Format

Submitted proposals must follow the format outlined below and all requested information must be supplied. Failure to submit a complete proposal in the required format shall be considered non-responsive.

2.4.1 Executive Summary

Provide name and address of the firm and project contact person with address, telephone number and email address. Acknowledge receipt of any addenda if applicable. Summarize your understanding of the project. Provide a statement indicating your ability to provide timely services and meet the requirements of the proposed schedule. Indicate your acceptance of the requirement of this RFP. In addition to the cover letter, provide a one-page summary of the benefits you believe the City would receive from selecting your firm.

The cover letter **must be signed** by a duly authorized official of the firm.

2.4.2 Scope & Approach

Describe your understanding of the project and your approach to this specific project. Include detailed information and technical expertise by phase. This section should include a description of each major type of work being requested of the Vendor. The proposal should reflect requirements listed in the Scope of Work Section of this RFP.

2.4.3 Project Team

This section should provide a brief overview of your firm's background, team qualifications, and relevant project experience. Begin with a summary of your firm's history, including years in business, areas of expertise, number of employees, and office locations. Highlight any specialization in retail recruitment, economic development, and commercial real estate advisory services, with emphasis on experience within California.

Describe the team members who will be assigned to the City of Seaside, including their names, roles, qualifications, and professional backgrounds. Include brief biographies that reflect relevant experience with municipal clients and economic development work, and clearly identify the individual who will serve as the primary point of contact throughout the engagement.

2.4.4 Detailed Pricing Proposal

Description of the proposed compensation model, including annual fees, and any optional add-ons. Proposals should include an investment schedule for a minimum of three years of service.

2.4.5 References

Provide five current references for similar communities in which you have performed similar work in retail and commercial advisory services.

2.4.6 Minimum Qualifications

This section will present specific responses and evidence demonstrating the ability to meet all criteria identified as minimum qualifications outlined below:

To be eligible to respond to this Solicitation, the Vendor must demonstrate that it has sufficient qualifications, resources and experience to provide the services under this solicitation. Any respondent that fails to meet all the following minimum qualification requirements may be noted as “NON-RESPONSIVE”. Those qualifications are as follows:

- Vendor shall have a minimum of 5 years’ experience in retail recruitment.
- Vendor shall have a minimum of 5 years’ experience making outreach to property owners, brokers, developers, retailers, restaurant, and other retail industry players on behalf of their Client’s.
- The vendor must be able to demonstrate active participation in ICSC and Retail Live.
- Vendor must demonstrate experience in data collection, reporting and identifying opportunities for the expansion and attraction of new retail sales operations in the City.
- Vendor must demonstrate experience beyond data collection and into relationship and connections with retail operators.
- Vendor must have at least 10 members of staff with a current Real Estate License.
- Vendor must demonstrate and provide example deliverables for retail recruitment efforts.

2.5 Competitive Selection

The successful Contractor shall be selected by the City of Seaside on a rational basis.

Evaluation factors outlined in Paragraph 2.7 below shall be applied to all eligible responsible and responsive proposers in comparing proposals and selecting the successful proposal.

A proposer may be selected without discussion after proposals are received. Therefore, proposals should be submitted on the most favorable terms.

2.6 Selection and Evaluation Factors

The City reserves the right to reject any or all proposals, negotiate contract terms, and request additional information prior to final selection. The selected firm must enter into a standard professional services agreement with the City of Seaside, including insurance and indemnification provisions.

Each proposal will be evaluated and ranked by City of Seaside. Evaluation factors to be considered, and the corresponding weight for each, shall be as follows:

EVALUATION FACTOR	PERCENT
• Qualifications and Experience	25%
• Approach and Methodology	25%
• Understanding of Local Market	10%
• Cost Proposal	20%
• References and Demonstrated Results	20%

2.7 Inquiries

Inquiries must be submitted via email to City Clerk Dominique Davis at ddavis@ci.seaside.ca.us . The City shall issue any necessary clarification in writing to all proposers. Proposers should not rely on verbal discussion in lieu of written communication. Failure to adhere to this requirement could render the proposal non-responsive.

2.8 Proposal Acceptance Period

All proposals must include a statement that proposals are valid for a minimal period of sixty (60) days subsequent to the submission deadline.

2.9 Contract Incorporation

Proposer should be aware that the City of Seaside's attached "agreement" shall become the actual contract document. The terms and conditions defined in Attachment 1 of this RFP are to be used as a basis for a contemplated contract. Any modifications to this recommended sample contract will require prior negotiations and approval of the City. Failure of a proposer to accept this obligation may result in the rejections of its proposal or cancellation of any award. Any damages accruing to the City as a result of a proposer's failure or refusal to

execute a contract with the City, if awarded the contract, may be recovered from the Contractor.

2.10 Negotiations

The City of Seaside reserves the right to negotiate all elements which comprise the proposal to ensure the best possible consideration for all concerned.

SECTION 3

AGREEMENT



CITY OF SEASIDE
PROFESSIONAL SERVICE AGREEMENT FOR
NON- CONSTRUCTION PROJECT
[INSERT PROJECT TITLE]

This PROFESSIONAL SERVICE AGREEMENT (PSA) FOR NON-CONSTRUCTION PROJECT ("AGREEMENT"), is made and effective AS OF [insert date] between the City of Seaside ("AGENCY"), a municipal corporation and [insert consultant], [a sole proprietorship, partnership, limited liability partnership, corporation] ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This AGREEMENT shall commence on [insert date] are completed, but in no event later than [insert date] unless sooner terminated pursuant to the provisions of this AGREEMENT.

II. SERVICES

CONSULTANT shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing.

III. PERFORMANCE

CONSULTANT shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONSULTANT hereunder in meeting its obligations under this AGREEMENT.

IV. AGENCY MANAGEMENT

Agency's City Manager or his/her designee shall represent AGENCY in all matters pertaining to the administration of this AGREEMENT, review and approval of all products submitted by CONSULTANT, but not including the authority to enlarge the Tasks to Be Performed or change the compensation

due to CONSULTANT. Agency's Manager shall be authorized to act on AGENCY's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change CONSULTANT's compensation, subject to Section 5 hereof.

V. PAYMENT

- A. The AGENCY agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **[total amount of contract--\$\$\$]** for the total term of the AGREEMENT unless additional payment is approved as provided in this AGREEMENT.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency Manager and CONSULTANT at the time AGENCY's written authorization is given to CONSULTANT for the performance of said services.
- C. CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the AGENCY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefore.

VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The AGENCY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon the CONSULTANT at least ten (10) days prior written notice. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the AGENCY suspends or terminates a portion of this AGREEMENT such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.
- B. In the event this AGREEMENT is terminated pursuant to this Section, the AGENCY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to the AGENCY. Upon termination of the AGREEMENT pursuant to this Section, the

CONSULTANT will submit an invoice to the AGENCY pursuant to Section 5.

VII. DEFAULT OF CONSULTANT

- A. The CONSULTANT's failure to comply with the provisions of this AGREEMENT shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this AGREEMENT, AGENCY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to the CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of work hereunder arises out causes beyond the CONSULTANT's control, and without fault or negligence of the CONSULTANT, it shall not be considered a default.
- B. If the Agency Manager or his/her designee determines that the CONSULTANT is in default in the performance of any of the terms or conditions of this AGREEMENT, he/she shall cause to be served upon the CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the CONSULTANT fails to cure its default within such period of time or fails to present the AGENCY with a written plan for the cure of the default, the AGENCY shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this AGREEMENT.

VIII. OWNERSHIP OF DOCUMENTS

- A. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by AGENCY that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of AGENCY or its designees at reasonable times to such books and records; shall give AGENCY the right to examine and audit said books and records; shall permit AGENCY to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- B. Upon completion of, or in the event of termination or suspension of this Agreement, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer discs, and reports prepared by the Contractor under this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the

permission of Contractor. With respect to computer files, Contractor shall make available to City, at City's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless AGENCY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subconsultants (or any agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify and hold harmless AGENCY shall not extend to the AGENCY's sole or active negligence.

B. Duty to defend

In the event the AGENCY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by AGENCY, CONSULTANT shall defend the AGENCY at CONSULTANT's cost or at AGENCY's option, to reimburse AGENCY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONSULTANT's negligent acts, errors or omissions. Payment by AGENCY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and AGENCY, as to whether liability arises from the sole or active negligence of the AGENCY or its officers, employees, or agents, CONSULTANT will be obligated to pay for AGENCY's defense until such time as a final judgment has been entered adjudicating the AGENCY as solely or actively negligent. CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

X. INSURANCE

CONSULTANT shall maintain prior to the beginning of and for the duration of this AGREEMENT insurance coverage as specified in Exhibit B attached to and part of this AGREEMENT.

XI. INDEPENDENT CONSULTANT

- A. CONSULTANT is and shall at all times remain as to the AGENCY a wholly independent consultant and/or independent contractor. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither AGENCY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the AGENCY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against AGENCY, or bind AGENCY in any manner.
- B. No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in the AGREEMENT, AGENCY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for AGENCY. AGENCY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

XII. LEGAL RESPONSIBILITIES

The CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this AGREEMENT. The CONSULTANT shall at all times observe and comply with all such laws and regulations. The AGENCY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this Section.

XIII. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the AGENCY in connection with the award, terms or implementation of this AGREEMENT, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the AGENCY has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this AGREEMENT or any work to be conducted as a result of this AGREEMENT. Violation of this Section shall be a material breach of this AGREEMENT entitling the AGENCY to any and all remedies at law or in equity.

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of AGENCY, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this AGREEMENT.

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without AGENCY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the Agency Manager or unless requested by the Agency Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this AGREEMENT or relating to any project or property located within the AGENCY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives AGENCY notice of such court order or subpoena.
- B. CONSULTANT shall promptly notify AGENCY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the AGENCY, unless the AGENCY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the AGENCY of such Discovery. AGENCY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless AGENCY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with AGENCY and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, AGENCY's right to review any such response does not imply or mean the right by AGENCY to control, direct, or rewrite said response.

XVI. NOTICES

Any notices which either party may desire to give to the other party under this AGREEMENT must be in writing and may be given either by (i) personal service,

- (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or
- (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To AGENCY:	City of Seaside 440 Harcourt Ave Seaside Ca, 93955
To CONSULTANT:	[name] [address] [city/state/zip code]

XVII. ASSIGNMENT

The CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the AGENCY. Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only CONSULTANT shall perform the services described in this AGREEMENT. **[consultant name]** may use assistants, under his/her direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide AGENCY fourteen (14) days' notice prior to the departure of [Insert name] from CONSULTANT's employ. Should he/she leave CONSULTANT's employ, the AGENCY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the CONSULTANT. Before retaining or contracting with any CONSULTANT for any services under this AGREEMENT, CONSULTANT shall provide AGENCY with the identity of the proposed CONSULTANT, a copy of the proposed written contract between CONSULTANT and such sub-consultant which shall include and indemnity provision similar to the one provided herein and identifying AGENCY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from AGENCY for such insurance.

XVIII. LICENSES

At all times during the term of this AGREEMENT, CONSULTANT shall have in full force and effect, all licenses required of it by law for the performance of the services described in this AGREEMENT.

XIX. GOVERNING LAW

The AGENCY and CONSULTANT understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this AGREEMENT and also govern the interpretation of this Agreement. Any litigation concerning this AGREEMENT shall take place in the municipal, superior, or federal district court with jurisdiction over the AGENCY.

XX. ENTIRE AGREEMENT

This AGREEMENT contains the entire understanding between the parties relating to the obligations of the parties described in this AGREEMENT. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this AGREEMENT or with respect to the terms and conditions of this AGREEMENT, are merged into this AGREEMENT and shall be of no further force or effect. Each party is entering into this AGREEMENT based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

XXI. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

CONSULTANT is bound by the contents of the Proposal, Exhibit "A" hereto and incorporated herein by this reference. In the event of conflict, the requirements of the Proposals and this AGREEMENT shall take precedence over those contained in the CONSULTANT's proposals. The incorporation of the CONSULTANT's proposal shall be for the scope of services to be provided only, and any other terms and conditions included in such proposal shall have no force and effect on this AGREEMENT or the relationship between CONSULTANT and/or AGENCY, unless expressly agreed to in writing.

XXII. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this AGREEMENT on behalf of CONSULTANT warrants and represents that he/she has the authority to execute this AGREEMENT on behalf of the

CONSULTANT and has the authority to bind CONSULTANT to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CONSULTANT

By: _____
(signature)

Name of Consultant

(name)
(City Manager)
(City of Seaside)

Attachments:
Exhibit A - Proposal
Exhibit B - Insurance Requirements

EXHIBIT "A"

SCOPE OF SERVICES

Consultant hereby agrees to provide to the City of Seaside, as the scope of services under this Agreement, the services described on City's Request for Proposal for Retail & Commercial Advisory Services dated _____ (Exhibit "D") which outlines the scope of services and work under this contract, and the approved Consultant's Proposal dated [insert date] (Exhibit "E").

A Notice to Proceed will be issued by the City for each task under this Agreement. In case of any conflicting terms it is the express intent of the parties hereto that the order of precedence and controlling language shall be as follows:

- 1) this Agreement;
- 2) the City's Request for Proposal;
- 3) the Consultant's proposal.

EXHIBIT "B"

INSURANCE REQUIREMENTS

Without limiting CONSULTANT's indemnification of AGENCY, and prior to commencement of Work, CONSULTANT shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and in a form satisfactory to AGENCY.

Note: Verify minimum limit for each coverage with Risk Manager.

General liability insurance. CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. CONSULTANT shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. CONSULTANT shall maintain professional liability insurance that covers the Services to be performed in connection with this AGREEMENT, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this AGREEMENT and CONSULTANT agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this AGREEMENT.

Workers' compensation insurance. CONSULTANT shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

CONSULTANT shall submit to AGENCY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of AGENCY, its officers, agents, employees and volunteers.

Note: If the required limits for general liability, auto and employer's liability are \$1 million or less, the following paragraph may be omitted.

Umbrella or excess liability insurance. [Optional depending on limits required].

CONSULTANT shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. CONSULTANT shall provide certificates of insurance to AGENCY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by Agency's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with AGENCY at all times during the term of this contract. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONSULTANT, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by CONSULTANT shall be primary and any insurance or self-insurance procured or maintained by AGENCY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of AGENCY before the AGENCY's own insurance or self-insurance shall be called upon to protect it as a named insured.

Agency's rights of enforcement. In the event any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY will be promptly reimbursed by CONSULTANT or AGENCY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, AGENCY may cancel this AGREEMENT.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against AGENCY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against AGENCY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the AGENCY to inform CONSULTANT of non-compliance with any requirement imposes no additional obligations on the AGENCY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the AGENCY requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the AGENCY.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to AGENCY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that AGENCY and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to AGENCY and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. CONSULTANT agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONSULTANT, provide the same minimum insurance coverage and endorsements required of CONSULTANT. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONSULTANT agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to AGENCY for review.

Agency's right to revise specifications. The AGENCY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the AGENCY and CONSULTANT may renegotiate CONSULTANT's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by AGENCY. AGENCY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by AGENCY.

Timely notice of claims. CONSULTANT shall give AGENCY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.



retail strategies

Retail & Commercial Advisory Services RFP

Seaside, California

Prepared by: Jessica Bohlen
Director, Community Partnerships
August 13th. 2025



Purchasing Department for the City of Seaside, California,

Retail Strategies is pleased to submit our response to the Request for Proposal with the City of Seaside for Retail & Commercial Advisory Services

Retail Strategies is proud to affirm our ability to effectively execute the scope of services outlined in this Request for Proposal. With extensive experience in retail consulting, market analysis, and strategic planning, our team is well-equipped to deliver data-driven, results-focused solutions that directly support the City of Seaside's Economic Development Strategy.

Seaside is experiencing a dynamic transformation, driven by large-scale development initiatives and a renewed emphasis on commercial revitalization. The City has prioritized retail and restaurant recruitment, the activation of underutilized or underperforming parcels, and the strategic expansion of its commercial corridors. As a committed partner, Retail Strategies will assist in identifying viable opportunities, attracting and securing targeted retailers that align with Seaside's long-term vision, and serving as a strategic advisor in engagements with brokers, developers, and both national and regional retail brands.

Authorized Person:

Robert Jolly, Jr.
Principal & CEO
robert@retailstrategies.com



Primary Contact:

Jessica Bohlen
916.622.0431
jbohlen@retailstrategies.com
1600 Iroquois Rd, Rocklin CA 95765



Robert Jolly
Founder and CEO



Lacy Beasley
President



Jessica Bohlen
Director, Community
Partnerships



Executive Summary:

Retail Strategies Partnership Benefits

Why Retail Strategies?

With any retail consultant you will receive a market analysis, retail site analysis, site mapping, retail prospects, marketing tools and flyers, dashboards, and recruitment/introductions to retail tenant reps.

So why should Seaside enlist Retail Strategies over other firms?

Depth of Team.

With more than 200 years of combined retail real estate experience, Retail Strategies operates with a 5:1 client-to-staff ratio, ensuring personalized service and regional focus. Each portfolio team is dedicated to a specific geographic area—for example, our West Coast Portfolio team supports 13 client communities, rather than spreading a single team across the entire country. This structure fosters constant information sharing within and across teams. So, when a Carolina Portfolio team member meets a high-end retailer at ICSC Carolinas with plans to expand on the West Coast, we can quickly connect the dots and create opportunities for our clients.

Team Structure.

Seaside will receive a portfolio director and a retail recruiter to act as the extension of your economic development team. This duo ONLY works with our client communities on recruiting retail. Meanwhile our business development team is a different group looking to expand Retail Strategies presence.

The City's Broker.

While individual real estate brokers and property owners tend to prioritize their own portfolios, Retail Strategies will remain focused on what's best for Seaside. Rather than simply backfilling vacancies with another mattress store or discount retailer, we collaborate with the local brokerage community to attract the types of retailers your residents want—those that will expand and strengthen the local retail base.

Our team includes 20+ licensed real estate professionals and 4 CCIM designees—representing the highest level of achievement in the commercial real estate industry. And while we may serve in a broker-like role, we do not collect any fees from transactions. Those commissions stay with the local brokers—we're here to support them at no cost.

Trusted.

In addition to our team's deep experience in the region, we are a trusted resource. When community leaders hear that a major retailer may be pursuing a lease, Retail Strategies is often their first call to investigate the opportunity and connect with hard-to-reach brokers.

While any consultant can fulfill a scope of work, partnering with Retail Strategies ensures Seaside benefits from the highest level of real estate expertise, backed by a well-connected team dedicated to achieving your community's goals.

Industry Leading Data.

While many retail consulting firms have data, Retail Strategies is the only company with access to the same advanced analytics tools and software used by the retailers we aim to recruit. With our exclusive platform, we can deliver in-depth trade area reporting, including cross-shop analysis, mobile tracking data from multiple sources, and custom geofencing for precise insights and more.

By leveraging this data, your team can pinpoint high-value prospects, demonstrate market potential with hard evidence, and position itself as a competitive destination for top-tier retail brands—driving both economic growth and community vibrancy.



Scope & Approach

Retail recruitment is an essential component of economic development, and with the expertise and resources provided by Retail Strategies, Seaside is well-positioned to attract the right retail and restaurant businesses. Our tailored approach, backed by data and real estate expertise, will ensure Seaside's growth and success.

Objectives

- To conduct a comprehensive analysis of the retail and restaurant landscape in Seaside, California
- To identify opportunities for new businesses that will contribute to the community's growth and economic development.
- To leverage Retail Strategies' national network and expertise to connect Seaside with the right businesses, brokers, developers, and real estate professionals.
- To build a tailored retail recruitment plan for Seaside, positioning the city as an attractive location for retail and restaurant expansion.

Findings

- **Market Data and Analysis:** Understanding consumer behavior and local demographics is crucial. Retail Strategies invests in premium datasets to craft a compelling story about each community's potential.
- **Real Estate Assessment:** Identifying the right sites and ensuring they align with retailer requirements is key. Our team works closely with local stakeholders to ensure Seaside's available properties are presented in the best possible light.
- **National Connections and Networking:** Retail recruitment involves multiple stakeholders—brokers, developers, real estate managers, franchisees, and investors. Our team attends major industry events such as ICSC and RetailLive! to connect Seaside with key decision-makers.

Recommendations

1. **Conduct a Detailed Market and Real Estate Analysis:** Using advanced tools and datasets, we will provide an in-depth analysis of Seaside's consumer demographics and current retail market to identify gaps and opportunities for new businesses.
2. **Develop a Tailored Retail Recruitment Plan:** Based on the market analysis, we will craft a customized retail strategy that highlights Seaside's unique strengths and opportunities for retailers and restaurant operators.
3. **Engage National Retailers and Developers:** We will leverage our national network of real estate professionals to connect Seaside with expanding businesses, ensuring that key decision-makers are aware of the opportunities in your community.
4. **Ongoing Networking and Relationship-Building:** Attend industry conferences and follow up with leads to maintain momentum and build long-term relationships with potential tenants for Seaside's retail spaces.

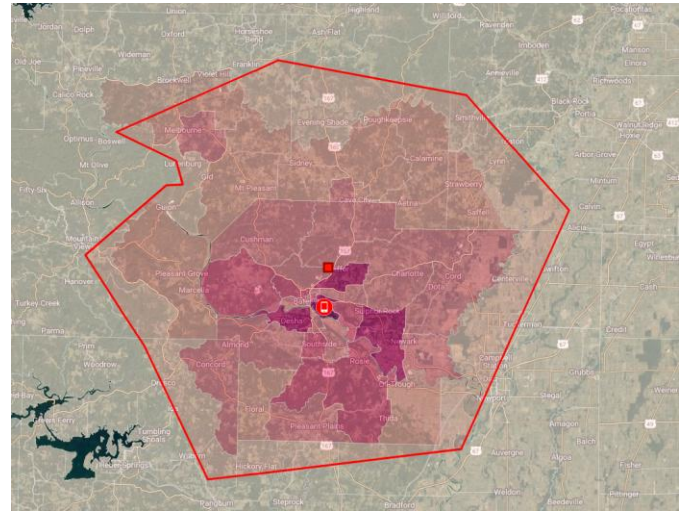


Scope & Approach

Market Research & Trade Area Analysis

The cycle begins with market analysis. Your team will take a deep dive into the data, advanced analytics, and proprietary tools developed in house to uncover and define the potential in your community.

Our primary data source consistently delivers the highest level of accuracy and allows our team to analyze and deliver over 3,365 individual variables (per geography) providing the deepest, most reliable, information possible to our Clients.



Mobile Data Collection

An industry leading report which utilizes cell phone data to identify the home and work location of consumers that visit a defined shopping area within the community.

Retail Leakage (GAP) Analysis

Examining the market supply and market demand within the trade area to uncover the categories of retail being desired by your community.

Trade Area Identification

By utilizing mobile data collection, data and analytics, and real estate acumen, our team will identify shopping patterns within your community that will answer key questions for retailers.

Consumer Expenditures

Drilling down into each retail segment to identify and understand what your consumers spending patterns are.

Peer and Void Analysis

After reviewing key demographic information, we will deliver a list of uses, businesses, and opportunities for your community. These potential businesses will elevate your downtown.

Psychographic Analysis (Tapestry Lifestyles)

Defines the type of consumers in your market by breaking down consumers demographic characteristics, consumer preferences, consumer expenditures, and cultural ideals.

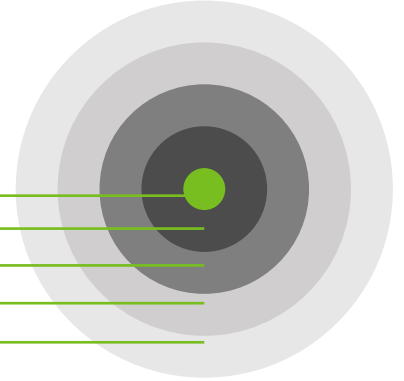


Scope & Approach

Real Estate Assessment & Site Activation

Maps don't tell your real estate story. Your team of retail real estate professionals travel to your community to uncover your strategic and underutilized real estate assets. Some of the site metrics we catalogue are:

- Available Commercial Property
- Off-Market Commercial Property
- New Development Sites
- Contact info for agent or owner
- Traffic Counts
- Specific Prospects
- Site Access
- Parking
- Signage/Visibility
- Co-Tenancy
- Existing Retailers
- Overall Strategy for Property



Site Selection Criteria

Type of Retailer	Food & Beverage	Your team gets to know property owners, developers, and local brokers who represent these properties. Your team works with all of these as a service provided by the city. Real Estate is the key to every retail business expansion. In addition to recruiting more than 1300 business into client communities, the Retail Strategies team has corporate experience with some of America's top retailers. This experience means that Retail Strategies has some of the deepest understanding of retail site selection criteria in the United States.
Demographic Radius Ring Requirement:	3	
Minimum Population Requirement:	50,000	
Household Income Requirement	\$50,000	
Traffic Count	20,000 VPD	
Number of SF or AC:	1,100 SF-4,500 SF	
Location Comments:	Need 2-3 Acres at the best site in town with excellent access, visibility, and traffic. Employs on average 44 people. Average Sales Volume \$9,300,000 .	

Retail Strategies is the **only** retail consulting firm with over 200+ years of retail real estate experience. We utilize our collective knowledge to provide the most thorough, and creative, assessment of your community.

Redevelopment for highest and best use

Land for **new development**

Existing **vacant space**



retail strategies

Scope & Approach

Retail Strategy & Target Recruitment

At the end of our discovery process - we combine your data, analytics, real estate, and community vision to create your targeted Retail Recruitment Plan and Strategy

This **70+ page document** highlights our research on the community, demographic information, retail analysis and our Boots on the Ground real estate analysis.

Identified are the top prospects based on actual community assets, where our team of experts will perform outreach to a minimum of 30 targeted retailers to match your real estate and market opportunities.

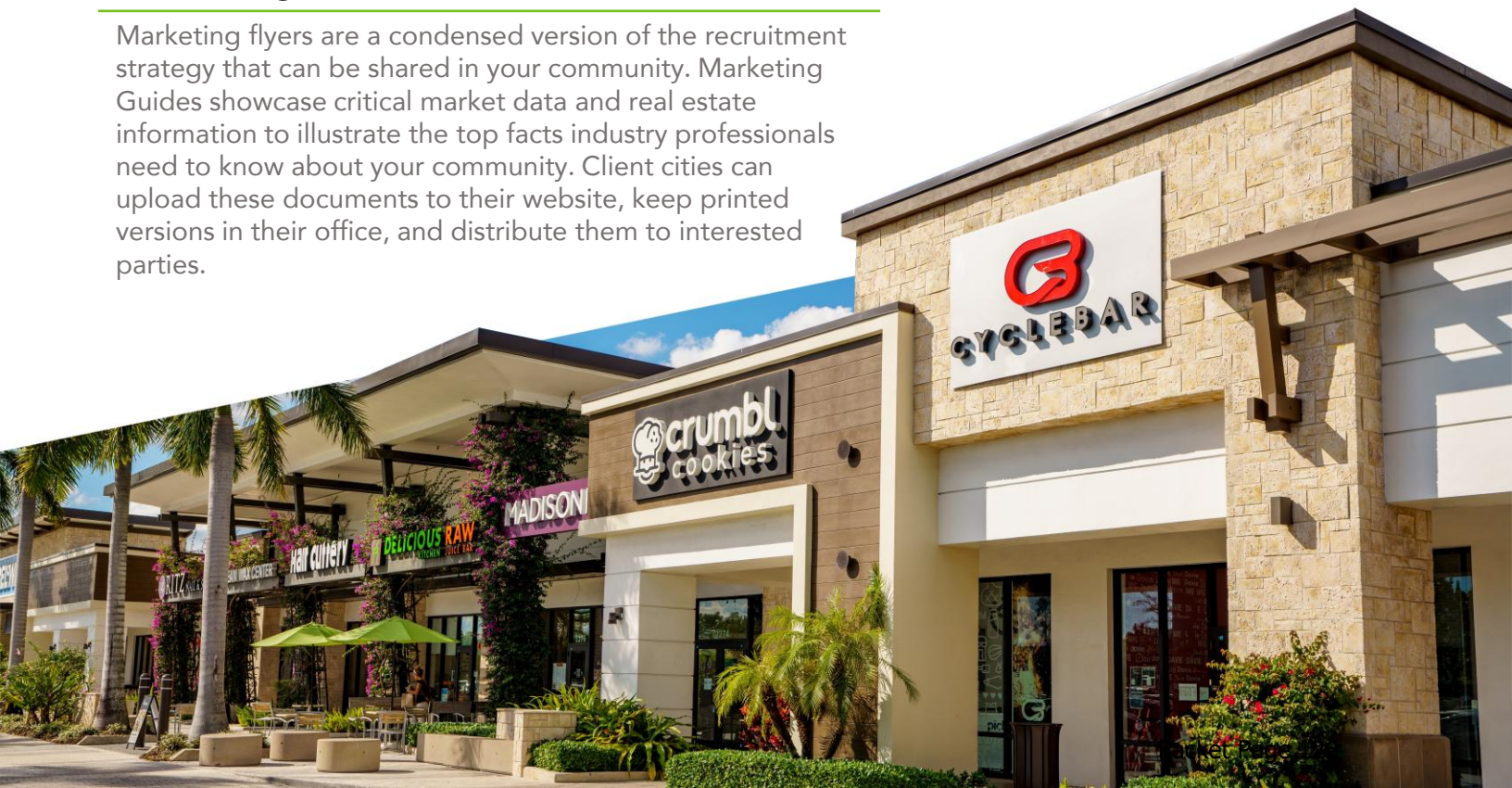
Strategy Presentation

Retail Strategies will present the plan for approval before implementation. As your partner, your buy-in is vital to our efforts and our success.

Once approved, your dedicated team will kick into high gear to connect with the retail, restaurant, hospitality and real estate community to move the needle on business recruitment.

Marketing Guide

Marketing flyers are a condensed version of the recruitment strategy that can be shared in your community. Marketing Guides showcase critical market data and real estate information to illustrate the top facts industry professionals need to know about your community. Client cities can upload these documents to their website, keep printed versions in their office, and distribute them to interested parties.





Scope & Approach

Business Attraction & Community Representation

Once a plan is delivered it does not sit on a shelf. This is the human effort that yields results. Your team acts as an extension of your staff to proactively recruit the right retail into your community.

Outreach

Your dedicated team will leverage the insights gathered to actively engage with developers, tenant representatives, and commercial real estate brokers. We will identify the appropriate points of contact for your target retailers and gain a clear understanding of each retailer's geographic preferences, territory restrictions, and expansion plans—including franchise ownership and strategy.

Through a strategic mix of phone calls, emails, virtual meetings, in-market visits (when possible), and attendance at key industry tradeshows across the country, Retail Strategies will activate our full team of 70+ professionals to facilitate meaningful conversations with brands that align with your community's unique assets and opportunities.

Conference Representation

Each year our team attends more than a dozen retail real estate conferences including ICSC Monterey, ICSC Vegas, ICSC Western and RetailLive!

At the conferences we will conduct meetings with targeted retailers, restaurants, brokers, and developers on your behalf. Your team will use these conferences to build and maintain relationships on your community's behalf, provide your community with updated trends, and understand the growth strategy of retail brands.

Retail Strategies clients are invited to an exclusive conference workshop and coaching session held prior to ICSC Las Vegas, designed specifically for communities attending the event to ensure a successful show

Objective Real Estate Expertise

Retail Strategies will conduct site due diligence for a minimum of 30 retailers annually. This includes analyzing potential sites based on each retailer's specific criteria, developing and presenting due diligence packages, and maintaining consistent follow-up with retailers and their representatives. The team also coordinates site visits between approved retailers and property owners, offers incentive consulting when needed, and manages the recruitment process from initial engagement through the full lifecycle of each potential deal.

While each individual real estate broker or local property owner is most concerned with their individual portfolio, Retail Strategies will be concerned with Seaside's best interest on these sites. Instead of backfilling a site with another mattress store or dollar general we will work with the local brokerage community to fill sites with retailers your constituents want that will grow the retail base.



Scope & Approach

Communication, Reporting and Support

Reporting & Collaboration

Reporting and Communicating is the key to any partnership. We dedicate multiple points of contact to you so that we ensure:

- 1) effective outreach
- 2) that your questions, feedback, and other information can be answered, collected, and utilized.

Basecamp

Retail Strategies utilizes Basecamp, a project management and collaboration web platform, to record and store conversations and information shared with our Clients. This platform is username and password protected and keeps our partnership organized.

We understand that your team will adjust and grow overtime and Basecamp allows new members of your team the ability to get up to speed quickly with our efforts.



Reporting

Through our partnership, we will establish regular communication with you. We will conduct Quarterly Business Reviews with retail and site-specific notes our recruitment efforts and industry news.

Your team will be reaching out to property owners, brokers, developers, retailers, restaurants, and other industry players on your behalf. These conversations will be summarized and provided to you to keep you in the know on our efforts.

As needed, Retail Strategies can provide clear updates (redacted and unredacted) for private or public consumption.

These reports serve a natural cadence for communication and the materials provided can be utilized to deliver updates to the community.

Retail Trends & Access

Retail is constantly evolving and changing. Everyday we are processing new information and converting it into insights for our Client Communities. Throughout the life of our partnership, we will continuously provide updates on industry trends and expansion.





Scope & Approach

Project Schedule

DAY 1-30: RESEARCH AND ANALYSIS

- Team introductions – you will have 2 full time project managers supported by additional staff members
- Online Project management platform, Basecamp, set up
- Thousands of demographic variables run and uploaded to Basecamp
- Community Survey to Local Leadership
- Mobile Tracking Data Report conducted and used to customize retail trade area
- Identify market retail trade area using drive times, radius rings and custom trade area
- Perform retail GAP analysis for trade area (i.e. leakage and surplus)
- Conduct retail peer market analysis (other communities of similar size and make up)
- Analysis of potential number of new retail stores by category in relation to the peer markets Seaside can support
- Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis
- Consumer Spending Pattern Reports
- Identification of priority business categories for recruitment and/or local expansion

DAY 30-60: REAL ESTATE ANALYSIS

- Retail Real Estate Analysis performed by Licensed Retail Real Estate Professionals
- Market visit to identify and evaluate priority commercial properties for development, re-development and higher and best use opportunities. Property inventory created.
- Aerial map with Seaside's existing retailers and TDOT traffic counts
- Identify and evaluate competing shopping areas and retail nodes

DAY 45 & BEYOND: RETAIL RECRUITMENT IMPLEMENTATION // NATIONAL REPRESENTATION

- Identification of at minimum 30 retail prospects to be targeted for recruitment in the first year of our partnership
- Project specific on-going updates on customized demographic research
- Pro-active retail recruitment for targeted zones
- Active outreach to developers, retailers, franchises, local brokers, land owners and other industry decision makers
- Updates on new activity will be provided to Client's designated primary point of contact via Basecamp, telephone, or email on a regular basis
- ICSC conference representation- updates provided according to the annual conference schedule
- On Demand Reporting – by partnering with Retail Strategies we become your research arm providing data to our contracting entity as it is requested.
- Frequent Industry Trends and Market Outlook Reports

DAY 60-90: RECRUITMENT PLAN COMPLETED AND DELIVERED TO CITY

- Customized Marketing Guide (four pages) with aerial map and key demographic highlights
- Customized 70+ page plan with research, real estate and top categories for recruitment deliver plan to City

ALWAYS: YOUR ADVOCATE

- Recruitment
- Conference representation
- Reporting



The timeline extends across a 3-year contract.



Project Approach and Work Plan

Scope of Work

1 Research and Comprehensive Market Analysis

- Identify market retail trade area using political boundaries, drive times and radii and custom boundary geographies
 - Perform market and retail leakage analysis for trade area, renewed annually
 - Conduct retail peer market analysis
 - Competition analysis of identified target zones trade area(s)
 - Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis
 - Retail competitor mapping/analysis
 - Analysis of future retail space requirements in relation to the market analysis, the markets growth potential and trends in the retail industry
 - Identification of at minimum 30 retail prospects to be targeted for recruitment over three-year engagement
 - Updates on retail industry trends
 - Custom on-demand demographic research
 - Customized retail market guide including aerial map with existing national retailer brands and traffic counts
-

2 Boots on the Ground, Real Estate Analysis, Local Brokerage Outreach

- Identify/evaluate/catalog priority commercial properties, including commercial properties for development, re-development, and highest and best-use opportunities by licensed real estate professionals
 - Identification of priority business categories for recruitment and/or local expansion
 - Perform competitive analysis of existing shopping centers and retail corridors
 - Active outreach to local brokers and landowners
-

3 Retail Recruitment, Representation, and Outreach

- Pro-actively market Seaside to prospective retailers and commercial developers for targeted zones
- Will contact a minimum of 30 qualified retail and restaurant
- Updates on new activity will be provided to client's designated primary point of contact via basecamp, telephone, or email on a quarterly and/or as needed basis
- One market visit per calendar year included in agreement, any travel outside of the agreement shall be approved and paid for by the contracting entity
- ICSC conference representation- updates provided according to the yearly conference schedule





Project Team

Background

Born out of a retail real estate firm in 20011, Retail Strategies acts as an extension of the city's staff to proactively recruit the right retailers to the right sites. Because of our background, we know which regional and national retailers are expanding and what sites those retailers are looking for. Further, our depth of team brings hundreds of connections with retailers, brokers, developers, tenant reps and anyone else who would have a role in expanding to Seaside.

Retail Strategies exists to give communities across the United States an advantage in attracting retail and restaurants by providing the real estate expertise, tools, and human effort. With confidence, we pursue this mission by delivering unparalleled customer service as a unified team with unmatched real estate expertise.

Retail Strategies is also proud to have four team members who hold the Certified Commercial Investment Member (CCIM) designation—a mark of excellence in commercial real estate, signifying advanced knowledge in market and financial analysis as well as investment strategy. We are the only retail consulting firm with 20+ licensed real estate agents and four CCIM designees on staff, providing unmatched strategic insight and leadership to every client engagement.

Since our founding, we've grown significantly—now with more than 65 team members, four offices (Birmingham, AL; Fort Worth, TX; Starkville, MS; and Rocklin, CA), four core service lines (Retail Academy, Retail Recruitment, Downtown Strategies, and Small Business Support), and over 800 communities served nationwide.

Results in California

\$511K

annual local
sales tax revenue

249

total jobs created

Our Work in California

Retail Strategies is currently partnered with 13 communities across California, with our longest-standing relationship entering its seventh year. Since entering the market, we've worked with over 40 communities statewide across our full suite of services.

California's commercial real estate landscape is one of the most dynamic and complex in the country—characterized by regional variation, regulatory challenges, and evolving consumer trends. Our deep experience in this market enables us to navigate those complexities and deliver tailored strategies that drive meaningful retail growth for our partner communities.

Project Team

Primary Points of Contact



Jessica Bohlen
Director, Community Partnerships
jbohlen@retailstrategies.com

Jessica Bohlen is a business developer for Retail Strategies guiding municipal leaders in California, Oregon, Washington, and Idaho on their retail recruitment and community development initiatives.

Prior to her role, Jessica was brand manager for Mr. Smith, an Australian-based luxury haircare brand, where she managed multiple account executives across the U.S. and developed relationships with key accounts and distributors.

She received her bachelor's degree in communications from California State University. Along with her knowledge, she holds a strong skill set that allows her to increase sales and build trustworthy relationships with clients.

A native of northern California, Jessica loves to have friends and family over for a nice meal. She appreciates a nice sunny day outside and traveling with her husband in her free time.



Brooke Hill
Portfolio Director
bhill@retailstrategies.com

Brooke Hill is a dedicated Portfolio Director at Retail Strategies, specializing in fostering strong relationships between the company and communities across the West Coast, including Arizona, California, Oregon, and Washington. In her role, Brooke serves as the primary point of contact for Retail Strategies' clients, acting as a liaison with community leaders. She also actively engages with real estate professionals to advance the interests of these communities.

Brooke's comprehensive education from LSU's College of Business provides her with a solid foundation, and her extensive experience in managing and directing operations makes her an ideal fit for this multifaceted role.



John Mark Boozer
Retail Development Manager
jboozer@retailstrategies.com

As a Retail Development Manager, John Mark specializes in retail recruitment and development. He focuses on the identification of retail, restaurant, and hospitality companies to fill the product and service gaps within each of his client community's trade area. His primary role is to leverage industry relationships with the brokerage and development community to assist retailers' expansion efforts. He also trains Retail Development Coordinators on the team.

Prior to joining full-time, John Mark served as an intern for Retail Strategies and Retail Specialists for one year where he gained hands-on experience in many facets of the commercial real estate industry.

Originally from Winfield, Alabama, John Mark attended the University of Alabama at Birmingham Collat School of Business where he earned his bachelor's degree in Finance with honors. While there, he founded the Collat Real Estate Society, was a student member of CCIM, and studied abroad to the United Arab Emirates and the Netherlands.



Matt Jeager
Director of Client Services
mjeager@retailstrategies.com

As director of client services for Retail Strategies, Matt uses his background and experience to support all the retail recruitment teams on processes, negotiations and retailer connections.

Before joining Retail Strategies, Matt worked as director of operations at Premiere Property Management. Matt also worked as property manager for Shannon Waltchack, where he managed properties ranging from traditional retail to adaptive reuse and mixed-use properties. Throughout his career, he has also been successful in asset management, development, and leasing of retail commercial real estate.

Project Team

Executive Support Team



Joe Strauss

Vice President, Retail Development
jstrauss@retailstrategies.com

Joe joined Retail Strategies in 2014 with a background in real estate. He specializes in retail recruitment and

focuses on the identification of companies to fill the product and service gaps within each county's trade area. He brings over 9 years of real estate experience to Retail Strategies. Joe has represented over 60 municipal, economic development, Chambers of Commerce, and regional groups throughout the Southeast and Midwest. Joe has worked with numerous developers, retailers, brokers, and property owners assisting in finding retail tenants in his territory. He and his team has assisted in the recruitment of over 60 retailers to our client markets and have many more in the pipeline for 2017.

Joe graduated from the University of Alabama with a bachelor's degree in Finance and a concentration in Real Estate and got into the business when he was a sophomore at the University. Joe is a licensed real estate professional and is also working on getting his CCIM designation, which is a Certified Commercial Investment Member.



Clay Craft

Vice President, Client Services
ccraft@retailstrategies.com

As Vice President of Client Services, Clay serves as the face of the company for Retail Strategies clients

in the Midwest and Florida. He began his career with Retail Strategies in retail development where he has assisted retailers in opening new stores in 12 states and now leverages that deal making experience to find new opportunities for development and redevelopment in his client cities. Clay's experience and contacts within the industry allows him to strategically identify retail users that will not only prosper within his engaged cities, but also make them better places to live.

Clay has a passion for sustainable growth and design and combines those skills with a deep understanding of the needs of his clients to make responsible retail growth happen.

Clay graduated with honors from Auburn University with a master's degree in landscape architecture in 2010. Clay is a licensed Real Estate Professional and a member of the International Council of Shopping Centers (ICSC).



Courtney Hall

Chief Marketing Officer
chall@retailstrategies.com

Courtney joined the Retail Strategies team in 2019. In her role as Chief Marketing Officer, she is responsible

for overseeing the planning, development and execution of the company's marketing initiatives.

Prior to working for Retail Strategies, Courtney worked for Buxton where she worked with county officials as well as retail and healthcare executives to help with site selection and real estate growth. She graduated from Texas Tech University with a degree in Marketing. She is an avid runner and enjoys spending time with her twin daughters.



Amanda Timko

Vice President of Operations
amanda@retailstrategies.com

As Vice President of Operations, Amanda oversees the internal

operations of the organization with a focus on human capital and culture. She is instrumental in the design and implementation of company processes including onboarding, talent development, and performance management. By establishing best policies and practices, Amanda helps to build the optimal environment for team members to reach their full potential.

Previously in her role at Retail Specialists, Amanda was the Director of Marketing where she worked with both the Tenant Representation and Third-Party Leasing teams. During her time in marketing, she developed company marketing collateral, site selection packages, third-party leasing and sales brochures, and development plans.

Amanda received her bachelor's degree in marketing from the University of Alabama. She started her career in residential marketing before making the move to commercial real estate in 2012 as a marketing associate for The Shopping Center Group.

Project Team

Executive Support Team



Robert Jolly
Principal & CEO
robert@retailstrategies.com

Robert Jolly co-founded Retail Strategies in 2011 and since then has overseen development of numerous retail projects and has assisted some of the most well-known tenants in the United States with their expansion into new markets.

Robert brings years of experience with previous sales and management positions at Eason, Graham, and Sandner, Inc. and Black and Decker Corporation. He was the Birmingham Commercial Rookie of the Year in 1998, named one of the "Top 40 Under 40" in 2004, and "Who's Who of Commercial Real Estate" in 2005 and 2010. Over the course of his career Robert has leased, managed, and developed millions of square feet of retail space.

Robert graduated from the University of Alabama majoring in marketing and English. He is a member of ICSC and in 2008 earned the coveted Certified Commercial Investment Member (CCIM) designation from the Commercial Real Estate Investment Institute. Robert holds a broker's license in Alabama, Mississippi, Georgia, Florida, Tennessee, Louisiana, South Carolina and Oklahoma.



Lacy Beasley
President
lacy@retailstrategies.com

Lacy serves as President of Retail Strategies. She has been involved in retail real estate since 2005. Her experience with The Shopping Center Group and the Dickson County Chamber of Commerce prior to joining Retail Strategies provides her with the insight to understand the connections needed from the public and private side of the conversation.

A graduate of Lipscomb University, she earned her double major in Marketing and Management. Beasley is the ICSC TN Government Relations Chair and has served on committees with CCIM, EDAA, and multiple ICSC planning committees. Her articles have been published in Shopping Centers Today, Site Selection Magazine and AL Retail Federation.

Lacy has spoken on retail trends and best practices in retail recruitment at more than 75 events including ICSC, American Association of Retirement Communities, American Public Power Association, Tennessee Valley Authority, ElectriCities of NC, Georgia Power, Southeastern Economic Development Council and state-wide economic development and municipal associations in AZ, LA, OK, TN, AL, MS, KY and GA.



Mead Silsbee
Principal & CFO
mead@retailstrategies.com

Mead Silsbee co-founded Retail Strategies in 2011 and brings over a decade of real estate experience to the company. Most recently Mead worked on the retail team at Eason, Graham, and Sandner, Inc. in Birmingham, Alabama. Over the course of his career Mead has leased, managed, and developed millions of square feet of retail space.

Mead graduated from the Randolph-Macon College in Ashland, Virginia where he earned a bachelor's degree in history and economics. In 2008, he earned the coveted Certified Commercial Investment Member (CCIM) designation from the Commercial Real Estate Investment Institute and is a member of the International Council of Shopping Centers (ICSC).



Scott VonCannon
COO
scott@retailstrategies.com

Scott vonCannon came to Retail Strategies from Nashville, TN with an extensive background handling economic and community development marketing initiatives. He brings over 6 years of experience working with State officials, Economic Developers, Chambers of Commerce, and municipalities to help promote business growth within Cities, States and Regions around the Country. Scott graduated from Auburn University with a bachelor's degree in Business Administration with a concentration on Marketing. Scott has been an ICSC member for over 3 years and serves as the ICSC P3 Retail Private Sector Chair in Alabama. He also serves on the AL EDAA Retail Committee. Scott is a licensed real estate professional and has completed working to obtain his CCIM designation.

Scott has presented on retail trends and best practices to over 50 municipal, economic development, chamber of commerce and regional groups throughout the Southeast. He has worked with numerous developer, retailers and brokers throughout the Southeast and Sun Belt region. He and his team has assisted in the recruitment of over 45 retailers to our client markets.

A commitment to retail will pay you back for years beyond the initial investment.

Detailed Pricing Proposal

We appreciate the opportunity to partner with Seaside! Our services will help reduce your retail leakage, pay a return by adding jobs, increase sales tax revenue, and new businesses that enhance your community

Every component of our service outlined in this RFP is included in our proposed budget. There are no additional travel costs, surprise fees, or commissions.



Retail Recruitment	Fees
Year 1	\$50,000
Year 2	\$50,000
Year 3	\$50,000

Retail Strategies' agreements are annual with defined prices for up to two additional years of service. The Client will have the option to extend or discontinue the agreement each year.

The lead time on a real estate transaction is typically 18-36 months. To fully realize the benefits of the investment and maximize the seeds we plant in year 1, we recommend a 3-year partnership.

The total fee for completion of work is due upon execution of agreement. Should the Client request a special assignment, additional work, and/or additional travel needs not specifically referenced in the contract, we will prepare written authorization to be signed by the Client in advance of commencing any additional work.





References



Jordan Davis

Director of Community and Economic Development
jdavis@pittsburgca.gov
925.252.4015



Scott Adair

Chief Economic Development Officer
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707.543.4242



Nathan Olson

City Manager
nathan.olson@ci.sanger.ca.us
559.924.6745



DeVika Stalling

President – Lompoc Valley Chamber of Commerce
devika@lompoc.com
805.736.4567 ext. 225



Sean Brewer

City Manager
sbrewer@coalinga.com
559.935.1533 ext. 143



Minimum Qualifications

Experience in Retail Real Estate

Retail Strategies has over 200 years of collective retail real estate experience. Since our founding in 2011, we have worked with over 1,000 communities across the United States to successfully recruit and retain retail and restaurant businesses. Our team has consistently demonstrated expertise in retail market analysis, community engagement, and real estate transactions, providing strategic support to clients in both urban and rural settings.

Outreach Experience

Our team has extensive experience in outreach to key stakeholders within the retail and restaurant industries. We have been actively engaged in making outreach to property owners, brokers, developers, retailers, restaurant operators, and other industry players for over 14 years. Our established relationships allow us to effectively advocate for our client communities, ensuring that the right businesses are attracted to each market. Retail Strategies has played a key role in facilitating over retail and restaurant deals across the country.

Partnership with a Full-Service Commercial Real Estate Firm

Retail Strategies has long-standing partnerships with top-tier full-service commercial real estate firms that specialize in retail real estate. These partnerships enhance our ability to provide comprehensive support in retail recruitment, ensuring that we can leverage their expertise and networks for the benefit of our clients. Our firm works seamlessly with these partners to ensure that both site selection and lease negotiations are handled efficiently and professionally.

Our sister company, **Retail Specialists**, is a full service boutique brokerage firm—which includes leasing and brokerage, tenant representation, property management, and development.

Industry Participation

We are actively involved in key industry organizations such as the International Council of Shopping Centers (ICSC) and Retail Live. Our team attends over 20 deal-making events annually, ensuring that we stay up to date with the latest trends, opportunities, and key players in the retail sector. These events allow us to foster relationships with retailers, developers, brokers, and other professionals, which we leverage to support our clients' retail and restaurant recruitment efforts.

We are industry influencers and believe in effecting change in our industry at the highest levels. Retail Strategies President, Lacy Beasley, serves on the Board of Trustees for ICSC, the largest not-for-profit membership-based industry organization.



Minimum Qualifications

Continued

Data Collection and Analysis Expertise

Retail Strategies excels in data collection and analysis, utilizing multiple premium datasets that provide insights into consumer demographics, spending patterns, and retail trends. Our team uses this data to craft compelling market stories that help communities attract the right retail businesses. We routinely deliver customized reports that highlight retail gaps, opportunities for expansion, and actionable insights to help local businesses thrive. We apply this data to both the recruitment of new retail businesses and the retention of existing ones.

Retail Operator Connections

Our team has built a robust network of retail operators, developers, and other key industry professionals over the last 14 years. Through our participation in industry events, our direct outreach efforts, and our track record of successful transactions, we have established lasting relationships with national retailers, restaurant chains, and franchisees. These connections are critical in ensuring that our client communities are connected to the right operators and that their retail and restaurant goals are realized. Annually we host over 20+ national brands in our office.

Professional Certification

Retail Strategies is proud to have four team members who hold the Certified Commercial Investment Member (CCIM) designation. This certification is a mark of excellence in commercial real estate, reflecting advanced knowledge in market analysis, financial analysis, and investment strategies. Our four in-house CCIM-certified professionals provide strategic insight and leadership, ensuring that we offer our clients the highest level of expertise in retail and real estate transactions. The Retail Strategies team is the **only** retail consulting firm with 20+ licensed real estate agents and 4 Certified Commercial Investment Members on staff.



Minimum Qualifications

Example Deliverables

As a part of the partnership with Retail Strategies, Seaside will receive several pieces of retail recruitment collateral to support city staff, local brokers, and our portfolio team representing Seaside.

Every piece of marketing material will be created in house. Any material can be printed and/or uploaded to your website to best position the available opportunities.



Marketing Guide

One of the most important pieces our team utilizes is the Marketing Guide which showcases critical market intelligence, data, real estate information, and advanced analytics to illustrate the top facts an industry professional needs to know when viewing the market.

Conference Marketing Material

Our California Portfolio Team will use information from our research and marketing plans to create collateral to distribute at conferences including ICSC and RetailLive!



Site Specific Marketing Flyers

The California Portfolio Team will also work with individual property owners and property managers to aid in creating site specific marketing flyers that best depict our goals for their property.



We appreciate the opportunity to partner with Seaside!
Our services will help reduce your retail leakage, pay a return by adding jobs, increase sales tax revenue, and new businesses that enhance your community

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PRICING EXPIRES November 30, 2025

RESOLUTION NO. XX-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADOPTING A RESOLUTION AWARDING A CONTRACT FOR RETAIL AND COMMERCIAL ADVISORY SERVICES WITH RETAIL STRATEGIES, INC

WHEREAS, the City of Seaside issued a Request for Proposals (RFP) on July 23, 2025, seeking qualified firms to provide Retail and Commercial Advisory Services in support of the City's economic development goals; and

WHEREAS, the scope of services includes market research, trade area analysis, real estate assessment, retail recruitment strategy, business attraction, and advisory support to strengthen Seaside's commercial corridors and expand sales tax revenues; and

WHEREAS, proposals were due on August 13, 2025, and the City received and evaluated submissions in accordance with the criteria outlined in the RFP, including qualifications, experience, methodology, cost, and references; and

WHEREAS, following careful review, the City has determined that Retail Strategies, Inc. is the most qualified firm to provide the requested services and best meets the City's needs; and

WHEREAS, the City Council desires to award a professional services contract to Retail Strategies, Inc.] for a three-year term in an amount not to exceed \$150,000.00; and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorize the City Manager to execute a Professional Services Agreement with Retail Strategies, Inc. for an amount not to exceed \$150,000.00

PASSED AND ADOPTED at a special City Council meeting of the City of Seaside duly held on the 4th day of September 2025, by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk