

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on 12/12, 2017 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Kosmont & Associates, Inc., doing business as Kosmont Companies (Consultant).

RECITALS:

- A. City desires to employ Consultant to furnish professional services in connection with the project described as On-Call Municipal Financial and Real Estate Advisory Services.
- B. Consultant has represented that Consultant has the necessary expertise, experience, and qualifications to perform the required duties.

NOW, THEREFORE, in consideration of the mutual premises, covenants, and conditions herein contained, the parties agree as follows:

SECTION 1 – BASIC SERVICES

Consultant agrees to perform the services set forth in **Exhibit A, “Scope of Work” and Exhibit B, “Phase I Scope of Services for St. Helena”** and made part of this Agreement.

SECTION 2 – ADDITIONAL SERVICES

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in this Agreement or **Exhibit A, “Proposal” and Exhibit B, “Phase I Scope of Services for St. Helena”**, unless such additional services and compensation are authorized in advance and in writing by the City Council or City Manager of the City.

SECTION 3 – TIME FOR COMPLETION

The time for completion of services shall be as identified in **Exhibit A, “Proposal” and Exhibit B, “Phase I Scope of Services for St. Helena.”**

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in **Exhibit A, Part 4: A “Hourly Rate Schedule” and Exhibit B, “Phase I Scope of Services for St. Helena”** attached hereto and made a part hereof. Total compensation shall not exceed \$45,000, unless additional compensation is approved in accordance with Section 2.

B. Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts, and miscellaneous expenses. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the

invoice shall be approved, and City will use its best efforts to cause Consultant to be paid within 30 days of receipt of invoice. If the City disputes any charges or expenses, the City will return the original invoice to Consultant for correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the contract price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Consultant.

C. Payment to the Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

SECTION 5 – STANDARD OF PERFORMANCE

Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant's work within sixty (60) days after submitted to City, unless the parties mutually agree to extend such deadline. City shall reject work by a timely written explanation, otherwise Consultant's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects and fraud. Acceptance of any of Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, the sections pertaining to indemnification and insurance.

SECTION 7 – INSURANCE REQUIRED

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 the Consultant, its agents, representatives, or employees, as indicated:

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

C. Professional Liability Insurance. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, environmental engineer or other professional engineer, or land surveyor ("design professional"), Consultant shall maintain at least \$2,000,000 of professional liability insurance.

D. Excess Limits. If Consultant maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

E. Primary Coverage. For any claims related to this contract the Consultants insurance coverage shall be primary insurance as respects to City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of Consultants insurance and shall not contribute with it.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions of \$25,000 or greater must be declared to and approved by the City.

G. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its agent, officers, officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of work or operations performed by the Consultant or Consultant's subconsultants; or automobile owned, leased, hired or borrowed by the Consultant.
2. For any claims related to Consultant's conduct while performing the work of this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its agents, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its agents, officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.

H. Waiver of Subrogation. Consultant's commercial general liability, automobile liability, workers' compensation, and employer's liability policies shall be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its agents, officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

I. The Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

J. Verification of Coverage. Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on forms that conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

SECTION 8 – INDEMNIFICATION

A. Consultant shall indemnify and hold harmless City, its agents, officers, officials, employees, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees and subcontractors, or any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

B. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, professional engineer, or land surveyor ("design professional"), the provisions of this section regarding Consultant's duty to defend and indemnify apply only to claims that arise out of or relate to the negligence, recklessness, or willful misconduct of the design professional.

C. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to Indemnification in order to be so indemnified. The insurance required to be maintained by Consultant shall ensure Consultant's obligations under this section, but the limits of such insurance shall limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement for a period not to exceed three (3) years after Agreement expiration or termination.

D. The provisions of this section do not apply to claims to the extent occurring as a result of the City's sole negligence or willful acts or misconduct.

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner or to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

B. 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 City, nor any elected or appointed boards, officers, officials, employees or agents of City, 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 Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of City.

C. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

SECTION 10 – CONFLICTS OF INTEREST

A. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts with the interests of City in the performance of this Agreement.

B. City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is aware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

SECTION 11 – OWNERSHIP OF DOCUMENTS

A. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. When requested by City, but no later than three years after project completion, Consultant shall deliver to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

B. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, improvements, developments, works

of authorship, or other products developed or created by Consultant during the course of providing services (collectively the "Work Product") shall belong exclusively to City. The Work Product shall be considered a "work made for hire" within the meaning of Title 17 of the United States Code. Without reservation, limitation, or condition, Consultant hereby assigns, at the time of creation of the Work Products, without any requirement of further consideration, exclusively and perpetually, any and all right, title, and interest Consultant may have in the Work Product throughout the world, including without limitation any copyrights, patents, trade secrets, or other intellectual property rights, all rights of reproduction, all rights to create derivative works, and the right to secure registrations, renewals, reissues, and extensions thereof.

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

B. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided consultant gives City notice of such court order or subpoena.

C. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

SECTION 13 – SUSPENSION OF WORK

City may, at any time, by ten (10) days written notice suspend further performance by Consultant. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and Consultant shall be paid for services performed and reimbursable expenses incurred prior to the suspension date.

SECTION 14 – COMPLIANCE WITH LAW

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

During the performance of this contract, Consultant agrees as follows:

A. Equal Employment Opportunity. In connection with the execution of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, age, sexual orientation, gender, gender identity and gender expression as protected categories specifically and expressively in that category, physical handicap, medical condition, marital status, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

B. Nondiscrimination Civil Rights Act of 1964. Consultant will comply with all federal regulations relative to nondiscrimination to federally-assisted programs.

C. Solicitations for Subcontractors including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations, made by Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by Consultant of Consultant's obligations under this Agreement and the regulations relative to nondiscrimination.

SECTION 16 – RECORDS

A. Records of Consultant's direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to City if and when required for a period of up to 3 years from the date of Consultant's final invoice.

B. Consultant's records and design calculations will be available for examination and audit if and as required. The cost of any reproductions shall be paid by City.

SECTION 17 – COOPERATION BY CITY

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Exhibit A, "Scope of Services", shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

SECTION 18 – NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by facsimile or first class mail, addressed as follows:

To City: City Manager
1480 Main Street
St. Helena, California 94574

To Consultant: Kosmont Companies
Attn: Larry Kosmont
1601 N. Sepulveda Blvd., #382
Manhattan Beach, CA 90266

(Phone: 213-507-9000)

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or, if mailed, three (3) days after deposit in the custody of the U.S. Postal Service.

SECTION 19 – TERMINATION

A. City may terminate this Agreement, with or without cause, at any time by giving ten (10) days written notice of termination to Consultant. If such notice is given, Consultant shall cease immediately all work in progress.

B. If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or City may terminate this Agreement immediately upon written notice.

C. Upon termination of this Agreement by either Consultant or City, all property belonging to City which is in Consultant's possession shall be delivered to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in this Agreement.

SECTION 20 – ATTORNEY FEES

If litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled. In addition, any legal fees, costs and expenses incurred to enforce the provisions of this Agreement shall be reimbursed to the prevailing party.

SECTION 21 – ENTIRE AGREEMENT

This Agreement, including the attached Exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein

shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 22 – SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties. However, this Agreement shall not be assigned by Consultant without written consent of the City.

SECTION 23 – CONTINUITY OF PERSONNEL

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff assigned to perform the services required under this Agreement, prior to any such performance.

SECTION 24 – DEFAULT

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to Consultant.

SECTION 25 – WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 26 – LAW TO GOVERN; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Napa. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

SECTION 27 – SEVERABILITY

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 28 – SPECIAL PROVISIONS

This Agreement is subject to the following special provisions: none.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

Consultant:

City:

Kosmont & Associates, Inc.

By: 

Name: Larry J. Kosmont

Title: President

By: 

Name: Mark T. Prestwich

Title: City Manager

Approved as to Form:

By: 

Name: Thomas B. Brown

Title: City Attorney

EXHIBIT B
Phase 1 Scope of Services for St. Helena

Kosmont proposes the following initial scope of work to assist the City and SHAPE Committee:

Task 1: Kickoff Meeting and Project Orientation

Kosmont will participate in a conference call with officials to review the scope of work and refine the various tasks, identify information needs and establish communication protocols. Based on the need to examine City's real estate assets, Kosmont would request the following information.

- Community priorities/issues affecting development options for surplus property
- Site plans and floor plans of each significant building
- Annual utility and maintenance costs for each building (as well as major deferred maintenance)
- Special security requirements for certain departments/buildings, if any
- Lease summary on all leased property identifying monthly rent, operating expense obligations, termination date and options for renewal.
- Locational/Adjacency requirements for various departments, in order to help determine possible consolidation
- Existing debt secured by properties

Task 2: Building Tours/Interviews

Following receipt of the property information outlined above, and in conjunction with the initial SHAPE meeting, Kosmont will interview key staff and department heads regarding occupancy requirements. Also in conjunction with the first SHAPE meeting, Kosmont will tour the various properties to determine reuse potential, as well as gain an understanding of consolidation or relocation options.

Task 3: Market Analysis

Kosmont will survey local real estate market conditions in St Helena and Napa County to understand tourism industry, identify hotel and commercial market vacancy and rental rate trends, land and building values, as well as examine properties adjacent to City properties for potential economic development opportunities.

Task 4: Fiscal/Financial Analysis

Kosmont will review City budget and CIP to understand City near term and long financial goals, as constrained by its current financial position. This will help prepare an analysis to determine highest and best use of various properties. Kosmont will also be able to help estimate cost/benefit factors of relocating various departments.

Task 5: Preliminary Analysis

Kosmont will identify a range of financial options for sale/lease of surplus properties, relocation/consolidation of various City departments, and debt financing strategies that can achieve the Community's goals. Kosmont will submit the preliminary recommendations to SHAPE Committee for review and comment.

Task 6: SHAPE Meetings

Kosmont will help identify agenda items. At least two senior Kosmont professionals will participate in up to three SHAPE meetings to discuss existing conditions, goals and objectives preliminary findings, and the market and financial analysis of real estate alternatives. Kosmont will also help identify follow up tasks after each meeting.

Budget

Kosmont will perform the above tasks, on as needed basis, billing for actual time spent at public agency billing rates with a not to exceed budget of \$45,000, inclusive of travel costs for the professional staff attending SHAPE committee meetings as requested by City.

Future phase scope and commensurate budget can include but is not limited to Kosmont's participation in community workshops, digital community outreach through Kosmont's digiConversation™ and public finance transactional work through Kosmont Transactions Services (KTS).



Prepared For:
CITY OF ST. HELENA

PROPOSAL FOR
MUNICIPAL FINANCIAL &
REAL ESTATE ADVISORY
SERVICES



Prepared By:
Kosmont & Associates, Inc., dba Kosmont Companies
1601 N. Sepulveda Blvd., #382
Manhattan Beach, CA 90266

November 17, 2017

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PART 1: COVER LETTER & EXECUTIVE SUMMARY

November 17, 2017

Ms. April Mitts
Finance Director
City of St. Helena
1480 Main Street
St Helena, CA 94574

Re: Request for Proposal (RFP) for Municipal Financial and Real Estate Advisory Services

Dear Ms. Mitts:

Kosmont & Associates, Inc., doing business as Kosmont Companies (Kosmont), is pleased to present this proposal to the City of St. Helena (Client or City) for Municipal Financial and Real Estate Advisory Services.

Kosmont, a certified Minority Business Enterprise (MBE) and Small Business Enterprise (SBE), is a full service advisory firm that focuses on and provides real estate, municipal public finance, economic development, and digital community outreach advisory services. Kosmont's wholly-owned affiliates, Kosmont Realty Corporation and Kosmont Transaction Services, are licensed by the California Bureau of Real Estate as a real estate brokerage (BRE License # 01770428) and registered with the SEC and MSRB as a municipal advisor. Kosmont has a 31-year award-winning track record of working with cities and public agencies on real estate projects, fiscal analyses, and economic development strategies.

Kosmont has experience working closely with numerous City staffs on major economic development initiatives and asset management strategies over many years. We have been working with the City of Redondo Beach for over seven years soliciting, evaluating, and negotiating development agreements and analyzing public financing options for commercial development on the waterfront. For the City of South Gate, Kosmont has been working with the City since 2003 and has analyzed local market conditions, managed a developer RFQ/RFP process, negotiated an agreement for the construction of a 370,000 square foot regional retail/entertainment center called "azalea," and acted as financial advisor on the related municipal bond financing.

Most recently, Kosmont has also been assisting many of our clients in evaluating strategic alternatives to fund economic development. This effort is augmented by certain site-specific project funding agreements and certain groundbreaking and innovative work on EIFD's, zoning incentives and specific plans. For example, Kosmont recently worked with the City of La Verne to conduct an EIFD feasibility study for a TOD specific plan area around a proposed Metro Gold Line station. We provided consultation to determine proposed EIFD boundaries, potential public and private partners, infrastructure needs, and completed a tax increment analysis. It was approved on October 30, 2017 and announced as the first EIFD adopted in Los Angeles County.

What sets Kosmont apart is the combination of real estate brokerage and registered municipal advisor accreditations coupled with our hands-on experience, practical perspective and understanding of how fundamental economic factors impact future project planning and the related investment parameters for both the public and private sectors. We are aware of no other firm that possesses the combination of credentials and experience that can be delivered by Kosmont.

In addition to this fundamental expertise, Kosmont has experience in digital community outreach, particularly as related to the issues of economic development, land use planning, and infrastructure. Kosmont is the creator of digiConversation™ which provides community wide digital based outreach for economic development and real estate projects. DigiConversation™ includes a **TRACK** process whereby we define and track our **Target** audience; **Reach** that target by deploying strategic messaging through Facebook and other digital social media; provide **Accessibility** 24/7 on the internet; create **Content** designed for social media and the web; and then we **Know** the results by providing detailed metrics on project support and opposition.

Our public and private sector experience and expertise in multiple areas, such as economic development strategies, real estate market analyses, pro forma due diligence and financial feasibility analyses, structuring options/business terms for land disposition, structuring municipal bond issues and public/private partnerships to finance public improvements, assisting in marketing surplus properties, and providing digital community engagement make us the ideal firm to provide the City with the required financial and technical expertise in both the real estate and municipals finance disciplines. The business model of the Kosmont operation is specifically designed to deliver the exact combination of services that is presently sought by the City of St. Helena.

If selected, the Project Manager and Lead for real estate development consulting assignments will be Kosmont's Senior Consultant, Mr. Thomas Jirovsky. For municipal finance services, Project Lead will be Mr. Dan Massiello, Senior Vice President. Larry J. Kosmont, President, will be the Principal Advisor on all assignments. Mr. Jirovsky will be the City's primary contact and his contact information is shown below.

Kosmont acknowledges receipt of the City's Question/Responses document. This submittal represents a firm offer to provide the City with as needed on-call financial and real estate advisory services to the City, City Council, and 11-member citizens committee.

We look forward to the opportunity to assist the City and are available to discuss our proposal at your convenience.

Sincerely,



Larry J. Kosmont, CRE®
President & CEO
Cell: (213) 507-9000

City's Main Point of Contact is Mr. Tom Jirovsky, Senior Consultant

Phone Number: (213) 422-4097 / Email: tjirovsky@kosmont.com

Mailing address: 1601 N. Sepulveda Blvd., #382, Manhattan Beach, CA 90266

PART 2: EXPERIENCE AND QUALIFICATIONS

A. About Us

Kosmont Companies, a certified Minority Business Enterprise (MBE) and certified Small Business Enterprise (SBE), is a real estate and economic development services firm offering a full range of real estate and financial advisory, retail strategies, project finance, transaction structuring, negotiations, special district analysis, digital community outreach, and project implementation services for both the public and private sectors. Kosmont Companies was founded in 1986 and is nationally recognized. With decades of advisory services, Kosmont has assisted hundreds of public agencies in their quest for services and successful public private projects. What sets Kosmont apart is our understanding of how economics relates to future project planning, as well as our understanding of both the public and private sectors. Kosmont will integrate our established ability, strengths, seasoned experience, and hands-on knowledge to deliver the requested consulting service needs.

A brief highlight of our services is as follows:

Economic Development Consulting Services

- Economic Development Strategies (EDSP / CEDS)
- Kosmont Retail NOW!® Platform
- Special Districts (EIFD, CRIA, CFD)
- OppSites (economic dev online marketplace)
- digiConversation™ (digital community outreach)
- Downtown Revitalization
- Asset Management Plans
- Tax/Fee Analysis
- Developer Selection RFQ/RFP & DDA/ENA
- Sustainable Economic Development

Land Use and Community Planning Services

- Development Opportunity Reserve (D.O.R.™)
- Zoning & Implementation Strategies for Economic Development

Planning and Development Services

- Project Evaluation
- Project Financials & Pro-Forma Assessment
- Property Acquisition/Leasing
- Land Use/Entitlements
- Due Diligence Report

Real Estate Economics & Financial Advisory Services

- Fiscal & Economic Impacts
- Project Economics, Highest & Best Use (HBU) & Market Studies
- Public & Private Financing Structures

Our staff includes economic consultants, real estate brokers and public finance professionals along with former real estate developers and city and community development officials that provide an in-depth understanding of the California economy, its local real estate markets and financing options to more effectively respond to our Clients advisory needs.




ADDITIONAL SERVICES: Kosmont Companies also provides various other services through Kosmont Realty Corporation (KRC) and Kosmont Transactions Services (KTS). If real estate brokerage and/or public finance transactional services may be needed, Kosmont Companies can call upon the expertise of KRC or KTS as appropriate. KRC is a full service and licensed real estate brokerage firm and KTS is a public finance firm providing financial advisory services, and is registered with the SEC.

In the aggregate, Kosmont Companies, KRC and KTS have extensive experience working with local and State government on real estate transactions between public agencies and private parties and structured project financing involving public and private funding sources. Collectively, Kosmont provides public



agencies broad access to real estate consultants and brokers, public sector deal structure experts, and public-private financial advisors. Our diverse roles and experience in the real estate and financial industries have made us highly adaptable and skilled for this type of assignment. The graphic below represents Kosmont’s wide-array of services and experience.

KOSMONT SERVICES OVERVIEW

		
<p>KOSMONT COMPANIES</p> <p>ECONOMIC DEVELOPMENT, REAL ESTATE, PROJECT FINANCE, AND IMPLEMENTATION STRATEGIES</p> <ul style="list-style-type: none"> ▪ Public/Private Transaction Structuring & Negotiation / Entitlements ▪ Kosmont Retail NOW!® / Developer & Retailer Business Recruitment ▪ EIFD & CRIA Special Districts ▪ Economic Development Strategic Plans ▪ E.D./Project Funding Sources & Financing Strategies ▪ Developer Selections RFQ/P & ENA/DDA ▪ Fiscal Impact/Economic Benefit Studies ▪ Market & Feasibility Analysis ▪ digiConversation™ (digital community outreach) 	<p>KOSMONT REALTY CORPORATION</p> <p>REAL PROPERTY SALES, LEASING, AND ASSET BASED SERVICES</p> <ul style="list-style-type: none"> ▪ Brokerage (CA BRE #01770428) ▪ Ground Lease ▪ Project Economics ▪ Real Estate Market Analysis ▪ Land Use/Entitlements ▪ Asset Management Plans ▪ Developer Selection RFQ/RFP & ENA/DDA ▪ Zoning & Implementation Strategies ▪ Property Valuation/Broker Opinion of Value ▪ OppSites (online economic development marketplace) 	<p>KOSMONT TRANSACTIONS SERVICES</p> <p>PUBLIC FINANCE ADVISORY AND TRANSACTIONS SERVICES</p> <ul style="list-style-type: none"> ▪ Registered Municipal Advisor ▪ Utility/Enterprise Financings ▪ Assessment-based Financings ▪ EIFD/CRIA ▪ Tax Increment Financing ▪ General Fund/Lease supported (COP, lease/leaseback) ▪ General Obligation Debt ▪ Special Tax ("Mello Roos") ▪ JPA/Pooled Structures (Utility Authorities) ▪ Public/Private Partnerships ("P3") ▪ Private Placements

Kosmont Companies is the proud recipient of:

"Small Private Latino Business of the Year Award"
(2015 Los Angeles Business Journal Latino Business of the Year Awards)

"Award of Excellence in Economic Development Partnerships"
(2015 California Assoc. for Local Economic Development (CALED) Awards of Excellence Program)

Mr. Larry J. Kosmont, CRE® is a recipient of:
"2016 California Business Properties Association (CBPA) Champion of the Industry Award"
(for his service in real estate and economic development)

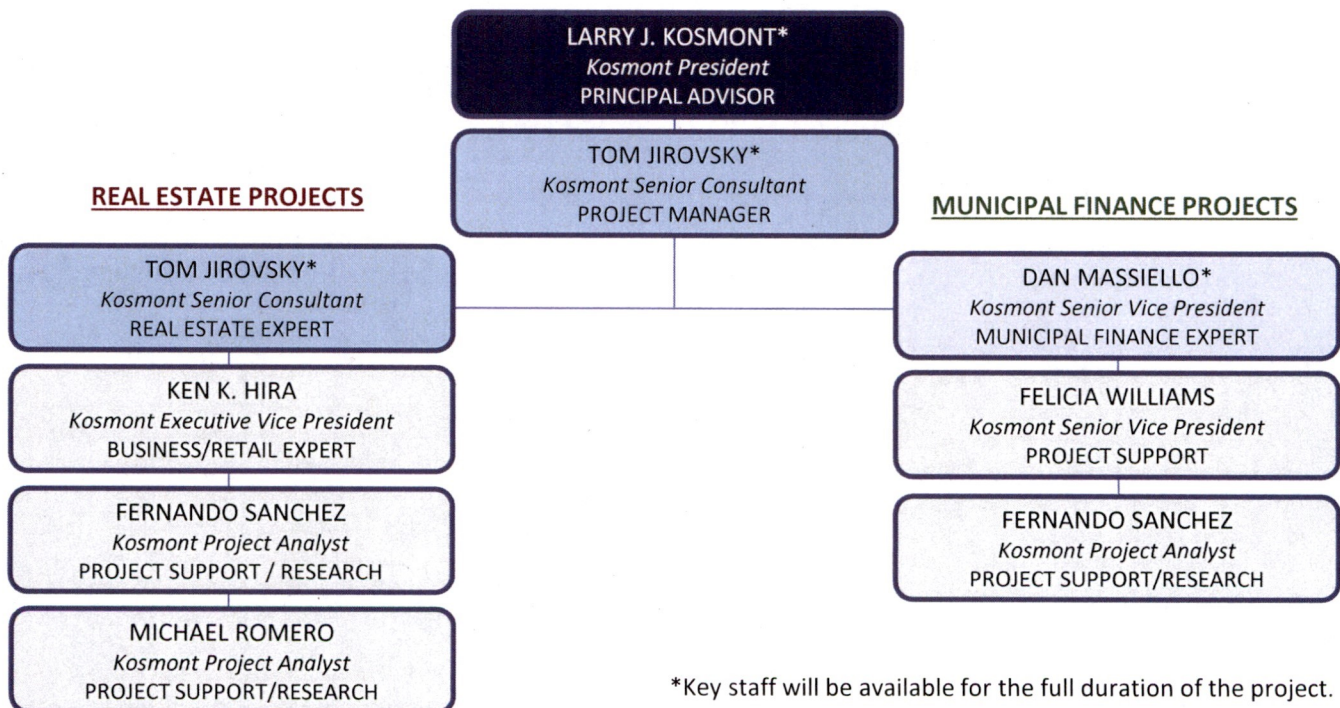


B. Meet the Team (Organizational Chart & Resumes)

Kosmont brings a well-rounded, seasoned group of professionals with an exemplary skillset and the expertise to deliver the requested services. Our wide-array of experience and qualifications will provide the knowledge, guidance, and execution of those services necessary to assist the City in achieving their goals. If selected, the Project Manager and Lead for real estate development consulting assignments will be Kosmont’s Senior Consultant, Mr. Thomas Jirovsky. For municipal finance services, Project Lead will be Mr. Dan Massiello, Senior Vice President. Larry J. Kosmont, President, will be the Principal Advisor on all assignments. **Mr. Jirovsky will be the City’s primary contact.**

Based on the project assigned and at the direction of Mr. Jirovsky, he will be supported by various combinations of the Kosmont staff (*sample organizational chart shown below*), as appropriate in order to adequately provide services to the Client and stay within budget. The assigned support staff will be selected based on their skills and qualifications to provide the requested services along with their availability to work on the project for the length of the assignment. The subsequent pages in this section contain Kosmont Key Team members resumes and qualifications. Resumes for additional Kosmont support staff which helps to illustrate the depth of our team may be found in the Appendix section.

KOSMONT TEAM - SAMPLE ORGANIZATIONAL CHART



Larry J. Kosmont, CRE®

Principal Advisor



Mr. Larry J. Kosmont, CRE® is President and CEO of Kosmont Companies, which he founded in 1986. Kosmont Companies is an industry leader in public/private real estate transactions and economic development. In 1990, he founded Kosmont Realty Corporation, a real estate brokerage firm. In 2015, he launched Kosmont Transactions Services which sources financing for public/private projects, P3 initiatives, and infrastructure funding. He is a co-principal, California Golden Fund, an EB-5 Regional Center.

Mr. Kosmont's 40-year career encompasses public/private financial structuring, negotiation, development, and management of real estate and public finance transactions exceeding \$12 billion. Mr. Kosmont has assisted hundreds of local government agencies in public finance and real estate matters ranging from large-scale economic development programs to site-specific real estate strategies and projects. He has guided over 1,000 private sector projects in obtaining public approvals, structuring deal terms, and securing public/private financing.

Mr. Kosmont served as Interim City Administrator for the City of Montebello, CA from May 2011 to March 2012 as part of a financial turnaround assignment awarded to Kosmont Companies. From 1975 to 1986, Mr. Kosmont served as a City Manager, Director of Community Development, and Redevelopment Director in the cities of Santa Monica, Seal Beach, Bell Gardens, and Burbank.

LICENSES/AFFILIATIONS: Mr. Kosmont is a registered Municipal Advisor with the MSRB / U.S. Securities and Exchange Commission, a licensed real estate broker in California (BRE No. 01182660), a designated Counselor of Real Estate, CRE®, and has served or is serving on:

- City of Manhattan Beach Economic Development Advisory Council – Chairman
- MWD Board (represented City of Los Angeles)
- State Commissioner - California Economic Development Commission
- USC Executive Education – Board of Directors
- Los Angeles City Commissioner - Industrial Development Authority
- California Assoc. of Local Economic Development (CALED) – Board Advisor
- Los Angeles Business Federation (BIZFED) - Board Member

EDUCATION: Mr. Kosmont holds a Masters of Public Administration Degree from the University of Southern California and a B.A. in Political Science from the State University of New York – Binghamton.

AWARDS: Mr. Kosmont is recipient of the 2016 California Business Properties Association (CBPA) Champion of the Industry Award for his service in real estate and economic development. Kosmont Companies received the Latin Business of the Year Award from Los Angeles Business Journal (2016).

Thomas Jirovsky

Primary Contact / Project Manager / Real Estate Expert



Mr. Thomas Jirovsky is a Senior Consultant with Kosmont Companies providing economic development, fiscal and economic impact, asset management and public/private advisory services to public agencies, land owners and developers. He is a former Senior Managing Director of CBRE Consulting's Los Angeles office and prior to joining CBRE in 2000, was CFO and principal with Kotin, Regan & Mouchly, Inc.

Through his 30-year career he specialized in the areas of market and financial feasibility



analysis, fiscal and economic impact, and redevelopment strategies, asset management, and public/private joint ventures for small urban infill projects to large master-planned mixed-use commercial/entertainment projects.

While at CBRE, Mr. Jirovsky managed fiscal and economic impact studies for Disneyland's 50th anniversary, as well as an economic and fiscal impact study for the Disney's California Adventure expansion and the redevelopment of the Grand Central Business Center in Glendale. He also managed the economic impact analysis of California's Great America theme park in Santa Clara.

He has assisted a wide range public agencies throughout the United States in soliciting and evaluating recreational, commercial, residential and industrial development projects, tax increment and infrastructure financing and in the negotiation of development agreements and long-term ground leases on office, retail and mixed-use projects.

LICENSES/AFFILIATIONS: Mr. Jirovsky is a LEED Accredited Professional and a member of the International Council of Shopping Centers (ICSC) and Urban Land Institute (ULI).

EDUCATION: Mr. Jirovsky graduated with honors, receiving a B.S. in Architecture from the University of Southern California and a MBA in Finance from the University of Southern California.

Dan Massiello

Municipal Finance Expert



Mr. Dan Massiello, Senior Vice President, heads the Public Finance division of Kosmont Transactions Services and has over 25 years of professional experience as both a Municipal Advisor and an Investment Banker in the public securities industry. Mr. Massiello has successfully structured and closed over 300 new money and refunding transactions totaling over \$5 billion for multiple levels of local government, including redevelopment successor agencies, cities, counties, school and community college districts and special districts. Successfully completed transactions include obligations supported by a wide array of pledged resources and underlying assets,

ranging from taxes (tax increment, general obligation, special tax, sales tax) to general fund operations (certificates of participation) to project revenues (nonprofit/conduit, public/private-partnerships (P3), utilities, parking operations). A significant portion of these transactions involved unrated and challenging credits which has garnered Mr. Massiello the ability to engineer well-structured and marketable financing vehicles that consistently result in successful closings that meet our clients' financing goals and objectives.

Mr. Massiello's combination of experience in both the investment banking industry and the recently regulated Municipal Advisor industry brings a unique insight and enhanced perspective to the clients we serve. Understanding the inner workings of an investment bank and the specific demands of the investing public (i.e. knowing what it takes to get bonds sold), in combination with the experience of working in a highly regulated environment, enable Mr. Massiello to consistently achieve successful results for our public agency clients while protecting their interests and assuring compliance with newly enacted and constantly evolving regulations.

LICENSES/AFFILIATIONS: Mr. Massiello previously held Series 24, 7, and 63 FINRA Licenses while employed by a Broker/Dealer. Mr. Massiello is presently a registered Municipal Advisor with the U.S. Securities and Exchange Commission and achieved a Series 50 professional qualification in January 2016 when it was first administered.

EDUCATION: Mr. Massiello holds a B.S. in Management/Finance from the State University of New York-Binghamton.



C. Project Experience

Kosmont has 30+ years of public and private sector experience and in-depth expertise in real estate, project development, public municipal finance along with providing digital community outreach services to support these efforts. As detailed in the previous section, our team is well suited to complete a wide array of real estate and municipal finance assignments. Kosmont is well acquainted with the local and regional economic context and will utilize our experience in order to help the City achieve their desired results.

The best way for us to detail our experience is to reference relevant projects as a base for our wide-array of services. Therefore, the corresponding project descriptions provided here and on the following pages are only an abbreviated sample of our experience, knowledge, and abilities highlighting the various types of services we offer.

Sutter County: *Real Estate Asset Management Strategy*

Kosmont was retained by County to help prepare an Asset Management Strategy to maximize the value of its real estate assets. Kosmont has assisted in acquisition due diligence & redevelopment of 850 Gray Ave. property, including relocation of Health department.

Kosmont prepared a financial analysis to help develop a plan to create three distinct County Campuses:

1. Health and Human Services
2. General Government
3. Criminal Justice

Kosmont is working with County staff to identify disposition strategies for properties to be vacated as a result of dept. relocation. Kosmont is preparing analysis to understand various one time and ongoing fiscal cost and savings associated with plan. Next steps involve preparing a financing plan to fund the significant real estate acquisition and rehabilitation costs.

[View Sutter County Asset Management Report here](#)

City of Poway: *Poway Road Corridor – Digital Community Outreach*

Kosmont was retained by the City of Poway to develop an online communications platform called *digiConversation™* to simplify community outreach efforts related to a major planning study - Poway Road Corridor Study. *DigiConversation™* is an online outreach platform that uses digital and social media to expand community outreach for economic development, land use and real estate projects. The purpose of *digiConversation™* is to expand the conversation before the decision. It enables cities to achieve greater transparency on projects, diminish controversy, and gauge results through detailed user metrics.

DigiConversation™ was developed to accomplish the following:

- **Target:** Define target audience
- **Reach:** Deploy message via communication paths that you target constituency utilizes
- **Accessible:** Craft message based on defined target
- **Content:** Create content designed for social media and web
- **Know the Results:** Track, analyze, evaluate website activity and social media ads

[Hyperlinks provided below and in the Appendix section for more information](#)

[DigiConversation™ Information Flyer](#)
[San Diego Tribune Article on Poway](#)

[DigiConversation™ Poway Website Deck](#)
[DigiConversation™ Poway Metrics Report](#)



City of South Gate: Economic Development Consulting; Financial Advisory

Kosmont was instrumental in the development and installation of the "azalea" regional shopping center, which is a 370,000 square foot regional promotional and entertainment retail center on 30 acres.

Kosmont prepared a market study to analyze and identify the retail market potential for the City, and illustrated the level of retail leakage experienced by South Gate. The Study was intended to assist the City in assessing whether new retail development was appropriate and to help proposed projects fulfill unmet market demand and ultimately led to the azalea concept. Kosmont then prepared an Urban Decay Analysis that evaluated the local demand for the various types of retail within the proposed project, compared that demand to the available retail amenities within the City and surrounding communities, and estimated the impacts this proposed project might have on local retailers

Kosmont generated a developer RFQ, helped the City select a development team, led public-private negotiations on behalf of the City, and ultimately negotiated the Development Agreement. Kosmont also successfully negotiated an Infrastructure Financing Agreement that called for the City to fund certain off-site improvements that were necessary to make the project feasible, and prepared a Comprehensive Economic Development Strategy on the City's behalf that was instrumental in the City's acquisition of an approximately \$2.5 million grant from the U.S. Economic Development Administration for the Project.

The City's remaining financial obligation to the project was approximately \$8.4 million. The City had planned to pay agreed upon the costs through its redevelopment agency, but with the elimination of redevelopment, the City was left without a funding source, jeopardizing this critical economic development project. Kosmont also successfully served the City as its Financial advisor. Kosmont's deep understanding of the dynamics of the real estate deal enabled us to engineer a creative solution to generate the needed capital to pay the City's share of project costs. The City's Utility Authority issued Refunding Bonds to refinance its outstanding 2001 Revenue Bonds that were originally issued to finance an up-front lease payment to the City by the Authority for the acquisition of its utility systems.

The Lease Revenue Refunding Bonds generated savings and enabled the issuance of additional new money by the Authority to finance an additional partial lease payment to the City of approximately \$8.4 million, which provided the capital to finance the City's share of the project costs. Kosmont's capabilities to act in both a real estate/economic development and Financial Advisory capacity were instrumental in assisting the City with the successful implementation of this project.

The project has been an unmitigated success is now a major revenue generator for the City. **The transaction Kosmont formulated and negotiated on behalf of the city included a unique participation clause whereby the city received a \$5 million dollar performance fee in July 2017 triggered by a developer refinancing.**

EXCERPT FROM LETTER OF RECOMMENDATION:

"The City of South Gate and Kosmont Companies have enjoyed a long term collaborative relationship on Economic Development matters and we look forward to their continued support & expertise in guiding our long-range goals."
Michael Flad, City Manager
City of South Gate



Oxnard Fire Station, LLC: *Financial Advisor*

Financing and Development of Fire Station (P3 Project Delivery)

\$15,380,000 Lease Revenue Bond Financing, 2014

The City of Oxnard needed a new fire station to serve the additional urban growth that has occurred in the past decade, but did not want to assume the financing or construction risks associated with the development of the project. Furthermore, City staff was overburdened, and the administration was seeking a way to lease a “build to suit” facility. The City was willing to sign a long-term lease, which meant that the costs and terms had to be determined prior to even commencing construction.

The City opted to utilize a P3 delivery model whereby the City would not have to develop, bid-out each component, assume any financing or construction risk, nor make any lease payments until the completion of construction and ultimate delivery of the project to the City. The City utilized a real estate asset it owns and leased the property to a third party, a non-profit LLC who oversaw the development and construction of the project.

Kosmont acted as Financial Advisor to the non-profit LLC and was integral in building the credit for this structure. In order to fund the construction costs and be able to determine what the ultimate lease payments would be, it was necessary for the non-profit LLC to obtain long term financing prior to construction. There were many “moving parts” insofar as there was a conduit bond issuer, the non-profit LLC who borrowed the bond proceeds from the bond issuer, and the City who will make lease payments to the borrower. The lease payments are pledged by the non-profit LLC to the bond issuer for the repayment of the loan, while the loan payments (made by the non-profit LLC to the bond issuer) are pledged to the bondholders for the repayment of the bonds. Kosmont orchestrated the development of the entire credit package, which included addressing the construction and development risks inherent in such a project, as well oversaw the transaction in the financial markets, including conducting negotiations with the underwriter.

The bonds achieved a rating of “A+” from Standard and Poor’s which reflects the “standard” criteria that Standard and Poor’s applies to California General Fund lease structures. Due to the inherent “abatement” and “appropriation” risks associated with General Fund leases in California, Standard and Poor’s will generally rate such structures “one notch” below the Issuer’s Credit Rating, if all other credit aspects of a transaction are considered strong. At the time, the City of Oxnard had an issuer credit rating of “AA-”, therefore, the “A+” rating assigned by S&P Was a validation of the comprehensive construction risk management package crafted by Kosmont that was built into this structure. This construction security package included a payment and performance bond, a builder’s risk policy and liquidated damages in the construction agreements, as well as funded interest that covered a construction period of 24 months, although the development team estimated design and construction would be completed in 18 months.

The financing closed in early January 2014 and the project was successfully completed and delivered on time and under budget in August of 2015.



City of Redondo Beach: *Economic, Fiscal & Real Estate Advisory Services*

Kosmont has been retained by the City of Redondo Beach since 2007 serving as the real estate and financial advisor to the City on multiple real estate projects. The City of Redondo Beach retained Kosmont to develop an Asset Management Plan for the City's pier and harbor area. The area is in need of revitalization and cohesive strategies to encourage and foster development by leveraging public and private resources. Following an in depth fiscal analysis of the City and the waterfront special district funds, Kosmont assisted the City in drafting a Business Plan for the area, which was adopted by the City in 2010, and Kosmont's recommendations and strategies are now being implemented to promote and accelerate revitalization of the area.

Waterfront Revitalization: Kosmont has assisted in the implementation of the Asset Management Plan, which included a fiscal and economic impact analysis, to derive a series of policies for the management and redevelopment of the leaseholds on the 150 acres that comprise the Redondo Beach Pier and surrounding waterfront district. Kosmont developed strategies for encouraging business investment and assisted in the determination of optimum use and tenant mixes to achieve the City's revenue and revitalization goals. As part of the implementation of the Asset Management Plan, Kosmont completed negotiations for the Shade Hotel (Zislis Group), a luxury boutique hotel developed on land owned by the City and opened in 2016.



Pier Plaza & International Boardwalk - Kosmont served as the City's broker for the acquisition of Pier Plaza and International Boardwalk as part of the revitalization of the Pier and Waterfront area. Acquisition is core to City's economic development strategy of aggregating leaseholds to support the overall revitalization on the waterfront. Kosmont also structured and closed \$11.0 Million in lease-leaseback financing (105% financing) for the City's acquisition of the two properties. The financing was tailored for the City's varied short, intermediate, and long-term goals for redevelopment of the properties and included a low variable interest rate, a moderate amortization term, and a swap to fix the interest rate in the near term.

Redondo Beach Marina - Kosmont served as the City's broker for the acquisition of the Redondo Beach Marina as part of the revitalization of the Pier and Waterfront area. As part of the acquisition Kosmont also structured and closed lease-leaseback financing totaling \$12.5 million (101% financing). The financing was tailored for the City's varied short, intermediate, and long-term goals for redevelopment of the property and included a low variable interest rate, a moderate amortization term, and a swap to fix the interest rate in the near term.

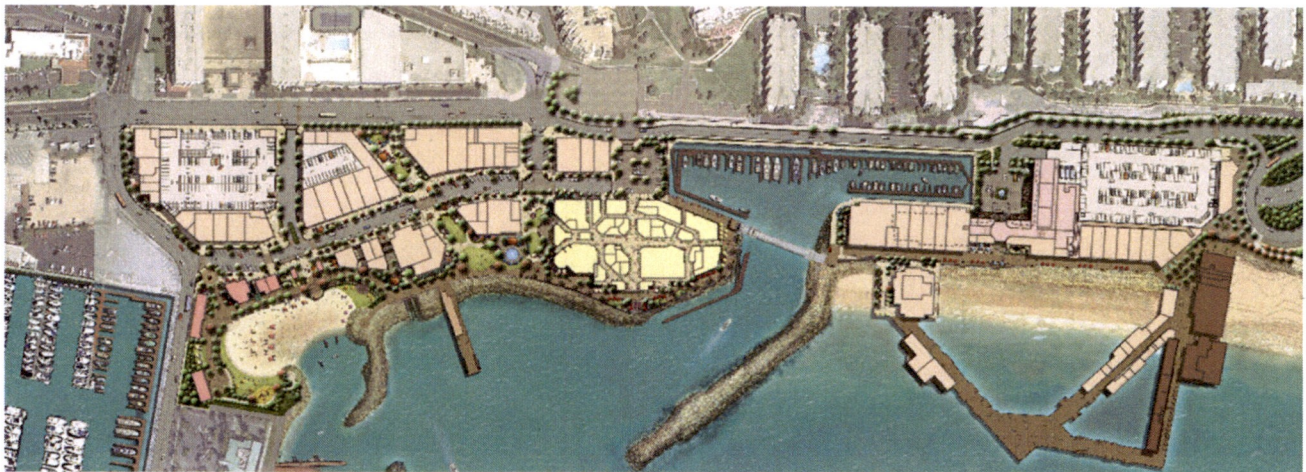


City of Redondo Beach: Economic Development & Real Estate Advisory Services

Marine Avenue Hotels Real Estate Advisory (TOD): Kosmont worked with the City and Developer to identify funding sources and negotiate a lease-leaseback structure to fund the development of three hotels (Hilton Garden Inn, Marriott Courtyard, and Homewood Suites) within the City. Kosmont used a pledge of future city revenues as a backstop to help underwrite financing to make the 506-room project feasible for the developer and the City. The Hilton Garden Inn and Courtyard Marriott are open for business. Homewood Suites by Hilton is scheduled to open in 2017

AES Power Plant Reuse: In 2016, Kosmont was retained to prepare numerous reuse valuation analyses, including fiscal impact of residential, commercial and mixed-use scenarios on the 50-acre former power plant site.

Kosmont is currently providing services on an as needed basis including the negotiation of multiple leases, fiscal and financial analysis, and general transactional support pertaining to the development of hotel, office, retail, restaurant and visitor serving amenities within the City. This includes efforts to negotiate a \$300 million dollar waterfront revitalization project that completed the CEQA process in the fall of 2016.



TESTIMONIAL: *"Kosmont delivers an array of technical and deal making skills that public agencies cannot develop in-house. Their ability to understand economic development projects from the city, developer and financier perspectives has delivered tremendously successful results for Redondo Beach."*

Peter Grant, City Manager, City of Cypress (Former Asst. City Manager, City of Redondo Beach)

In addition to the materials provided as hyperlinks within the Project Experience section, we have included sample work product for three more projects as listed below and also found in the Appendix:

- City of Hermosa Beach Financing: [Bonds 101](#) and [Preliminary Review](#)
- [City of Buellton, Economic Development Strategy and Implementation Plan](#)
- [City of Thousand Oaks, Economic Development Strategic Plan](#)



PART 3: UNDERSTANDING OF PROJECT SCOPE

A. Approach / Methodology

Kosmont has served clients throughout California for over 30 years and attributes its continued success to delivering value to clients which results in client satisfaction. Kosmont's approach to providing consulting services is to understand each project and the unique opportunities and challenges each one presents and then to incorporate our expertise, knowledge and services as appropriate. Kosmont has an extensive track record of completing projects and successfully bringing those projects to fruition. As outlined below, Kosmont utilizes a system of controls and has an organized structure in place to effectively manage and ensure each project's success.

Kosmont believes in maintaining regular communication with appropriate Client staff/representatives and/or stakeholders to keep activities in alignment with the Client's ultimate goals. Depending on workload this could involve emails, conference calls, and in-person meetings (when necessary) to the appropriate parties working on this project. In addition to standing meetings, Kosmont will hold meetings as appropriate to provide an open channel of communication and understanding between Client and Kosmont. To satisfy project management needs, Kosmont will make certain its staff and Team is available to Client as necessary to complete the desired assignments by maintaining an understanding of timing and workload requirements of Client.

Kosmont allocates tasks and responsibilities to team members based on subject-matter expertise and available capacity to optimize efficiency, cost effectiveness, and on schedule delivery of work product to its clients. Tasks within the skill sets and responsibility of a particular Project Manager (PM) are completed by that project manager and all remaining tasks are sent out to the appropriate parties (other team members, clients, subconsultants, etc.). The project manager then actively monitors the progress of any tasks distributed to confirm they are completed in a timely and accurate manner.

In order for projects to proceed smoothly and efficiently, Kosmont uses a series of comprehensive checklists that have been developed based on our years of project management experience and include all aspects and milestones from proposal to close-out for detailed tasks on all types of projects. Checklists will be developed and confirmed with Client prior to initiation of work in order to carefully manage schedule and cost, and to deliver relevant and compelling work product. Checklists are utilized on a daily basis to help ensure that no project requirement will be left incomplete and/or cause unnecessary delays in delivery.

Additionally, every Kosmont team member participates in short daily calls and monthly project meetings to discuss the progress of each project, confirm future tasks, and provide updates to the PM. This ensures efficiency in workload, reduces redundancy, and provides a forum for cross checking each team member's work and affords the PM the ability to confirm the predetermined checklists of each phase of the project are proceeding smoothly while being completed in the highest quality and most efficient manner possible. Senior team members such as Larry J. Kosmont, CRE and Ken K. Hira, review work product for quality control purposes prior to submission to Client.

This collection of project management activities and controls has allowed Kosmont to achieve its long standing track record of successful on-time and within budget project delivery. Kosmont is committed to providing solutions and assisting clients achieve their desired results.

For the specific projects that the City requires assistance, Kosmont proposes to submit a scope of work, staffing plan and hourly budget allocation by professional staff level to complete each task based on public



sector hourly rates. To provide the City with flexibility and assure availability of necessary personnel, Kosmont proposes to dedicate the following personnel to assist the City:

- President/Exec VP will be available at least 4 hours per month
- Sr. Vice Presidents will be available at least 20 hours per month
- Vice Presidents and Project Analysts will be available for up to 40 hours per month

B. Work Plan

Based on the overview of the three affiliated Kosmont firms, and the services requested in the RFP, we are able to provide the City with a one-stop shop and a full range of market, economic and financial consulting services that can assist the City in achieving its economic development priorities.

Through our in-depth team of experienced real estate and finance professionals, Kosmont provides its clients with specific service areas of expertise that include the following:

- Facilitate discussions with St. Helena Assets Planning Engagement (“SHAPE”) Committee, public workshops and City Council
- Participate in meetings to help City identify real estate strategies and relevant risks
- Provide municipal finance expertise consistent with existing policies and state and federal regulations
- Economic development strategies and implementation
- Analysis and implementation of new economic development tools such as CRIA and EIFD
- Evaluate real estate financing alternatives and advise on timing method and structure
- (e.g. Assessment Districts, CFD’s, Lease/Leaseback) through Kosmont Transaction Services
- Provide community engagement strategies (use of digiConversation™ digital outreach platform) to increase transparency and allow input from broad and diverse sections of the City
- Analysis of local and regional real estate market conditions and future trends to
- advise the City on property disposition (sale vs. ground lease etc.)
- Prepare fiscal impact analysis of new development proposals
- Assess range of market opportunities and income generating potential from City-owned properties, including offsets for existing lease income sources
- Provide current information on regional economic and capital market conditions/trends
- Provide pro forma analyses of various options related to acquisition and disposition of property, including financial due diligence of development proposals (construction costs, revenues, operating expenses, financing terms and required rates of return for private capital)
- Market available properties and attraction of new businesses to the City through
- Kosmont Realty Corporation and OppSites.com

Meeting Facilitation; Kosmont is experienced in creating the components of, conducting and leading in-person community outreach programs for real estate and economic development assignments, including CEQA workshops. We prefer to coordinate with local outreach experts as may be available as this tends to dilute concerns of outsider companies that can be raised.

If necessary, to assist the City in marketing development sites as a component of on-going economic development services, Kosmont recommends that we showcase and manage your development sites on OppSites.com. Kosmont is a certified Economic Development Services Provider on OppSites, enabling us to leverage all features of the OppSites PRO platform. We can partner with the City to showcase opportunity districts and sites, market them to real estate professionals, and use analytics and messaging tools to connect with interested investors, brokers, and developers, saving time and resources.



PART 4: COMMITMENT TO PROJECT BUDGET

A. Hourly Rate Schedule

Professional Services*

President & CEO	\$345.00/hour
Executive Vice President	\$325.00/hour
Partner/Senior Vice President/Senior Consultant	\$305.00/hour
Vice President/Associate	\$195.00/hour
Project Analyst/Project Research	\$165.00/hour
Assistant Project Analyst/Assistant Project Manager	\$125.00/hour
GIS Mapping/Graphics Service	\$ 95.00/hour
Clerical Support	\$ 60.00/hour

• Additional Expenses

In addition to professional services (labor fees):

- 1) An **administrative fee** for in-house copy, fax, phone and postage costs will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Companies professional service fees incurred; **plus**
- 2) **Out-of-pocket expenditures**, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
- 3) If Kosmont retains **Third Party Vendor(s)** for Client (with Client's advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.
- 4) Consultant's **attendance or participation at any public meeting** requested by Client will be billed at the professional services (hourly) fees as shown on this rate sheet.
- 5) **Travel.** Kosmont provides our extensive menu of services throughout California. With our Northern California clients, we work collaboratively and efficiently to minimize travel expenses and either meet in-person, schedule conference calls, correspond via email, and/or utilize Go-To-Meetings.

• Charges for Court/Deposition/Expert Witness-Related Appearances

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

Rates shall remain in effect until December 31, 2018.

*Professional Hourly Rates are for real estate services and consulting about various financing options. Fee structure would be negotiated if/when Kosmont Realty Corporation is engaged for brokerage services and if/when Kosmont Transactions Services is engaged for municipal finance/bond services.



SECTION 5 – REFERENCE REVIEW

- 1. Client Name:** City of South Gate, 8650 California Avenue, South Gate, CA 90280
Project Name: Economic Element, Market Study & Development Strategy
Contact: Michael Flad, City Manager
Phone / Email: (323) 563-9503 / mflad@sogate.org
Budget: \$100,000+
Dates: 2003 – Current City Advisor

[See Letter of Recommendation located in the Appendix Section]
- 2. Client Name:** City of Redondo Beach, 415 Diamond St., Redondo Beach, CA 90277
Project Name: Economic, Fiscal & Real Estate Advisory Services
Contact: Joe Hoefgen, City Manager
Phone / Email: (310) 937-5315 / Joe.hoefgen@redondo.org
Budget: \$125,000+
Start/End Dates: 2007 – Current City Advisor
- 3. Client Name:** Sutter County, 1160 Civic Center Blvd., Suite A, Yuba City, CA 95993
Project Name: Real Estate Asset Management Strategy
Contact: Scott Mitnick, County Administrative Officer
Phone / Email: (530) 822-7100 / smitnick@co.sutter.ca.us
Budget: \$50,000
Start/End Dates: August 2017 – Current County Advisor
- 4. Client Name:** City of Poway, 13325 Civic Center Drive, Poway, CA 92064
Project Name: Poway Road Corridor – Digital Community Outreach
Contact: Tina White, City Manager
Phone / Email: (858) 668-4501 / twhite@poway.org
Budget: \$44,000
Start/End Dates: June to October 2017



APPENDICES

A. Professional Services Agreement

Related to the sample Professional Service Agreement (PSA) provided in the RFP as Exhibit A, if selected, Kosmont would request the following modifications to the PSA:

1. Pertaining to **PSA item 7B3**, modification of the dollar amount so that it reads: "Employer's Liability: ~~\$2,000,000~~ \$1,000,000 per accident for bodily injury or disease."

[Kosmont's insurance related to workers compensation and employer's liability is capped at \$1 million per accident, and therefore requests that the reference to \$2 million be replaced with \$1 million.]

2. Pertaining to **PSA Item 8C**, modifications to these two (2) sentences:

- a. "...but the limits of such insurance shall ~~not~~ limit the liability of Consultant hereunder."

[Kosmont will be providing General Liability insurance of \$1 million per occurrence/\$2 million aggregate; Automobile insurance coverage of \$1 million combined single limit; Umbrella coverage of \$3 million per occurrence/\$3 million aggregate; Workers Comp coverage of \$1 million per accident/\$1 million each employee; and Errors & Omissions insurance of \$2 million per claim/\$2 million aggregate. Due to these generous insurance coverage amounts related to a contract for a non-construction activities, Kosmont requests that its risk and exposure be reasonably limited to its insurance proceeds, and that the word "not" be stricken.]

- b. "The provisions of this section shall survive the expiration or earlier termination of this Agreement for a period not to exceed three (3) years after Agreement expiration or termination."

[Kosmont requests the phrase as shown immediately above be added as clarifying language at the end of this sentence, as otherwise, there is no time fuse. Three (3) years after a non-construction related contract's termination or expiration is a reasonable period of time to bring closure to the risk of ongoing, open-ended indemnification.]



B. Kosmont Support Team Resumes

Ken K. Hira

Business / Retail Expert



Mr. Ken K. Hira serves as Executive Vice President for Kosmont Companies. An expert in development and strategies for business attraction, Mr. Hira has over 25 years of varied experience in virtually every aspect of real estate financing, downtown revitalization, acquisition, entitlement, development, asset management and disposition. Mr. Hira's expertise is in identifying businesses/retail tenants and negotiating mixed-use projects that can revitalize communities and assist in economic development/tax generation programs.

A former Executive Vice President of the Irvine-based mixed-use developer, Pacific Century Commercial, Mr. Hira managed a portfolio of over \$100 million of retail sites, while operating the commercial division of the company. Prior to this, as a Managing Director of Acquisitions for Westrust and a Vice President of Development at Lewis Retail Centers, he evaluated and underwrote hundreds of acres of land, successfully captured and negotiated anchor tenant commitments creating \$60 million of value in ground-up development and redevelopment, and was responsible for 800,000 square feet of retail entitlement, design and development. As Vice President of GMS Realty, Mr. Hira entitled one million square feet of retail development projects, as well as led the acquisition of 24 neighborhood and community shopping centers, totaling 3.3 million square feet and valued at \$375 million, and organized a \$287 million recapitalization.

LICENSES/AFFILIATIONS: Mr. Hira is an active volunteer leader of the International Council of Shopping Centers. He serves as the ICSC Western Division P3 Retail Co-Chair, advocating public-private partnerships, while previously serving as the ICSC Southern California State Director, Program Committee Chair and Alliance Co-Chair.

EDUCATION: Mr. Hira holds a Bachelor degree in Economics and Business from UCLA.

Felicia Williams

Municipal Finance Support



Ms. Felicia Williams is a Senior Vice President at Kosmont Companies and has a background in public finance, economic development, and sustainability. Ms. Williams assists municipal clients with a comprehensive approach to implementing economic development and sustainability strategies, in addition to identifying funding sources for key projects. During her 10 years as an investment banker and municipal advisor she specialized in environmental projects, redevelopment, land-secured, and infrastructure bonds. Her experience also includes corporate finance at a Fortune 500 energy utility and prior redevelopment work at Kosmont Companies.

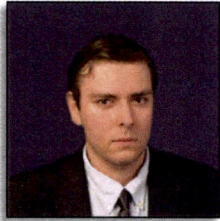
LICENSES/AFFILIATIONS: Ms. Williams is presently a registered Municipal Advisor with the U.S. Securities and Exchange Commission and achieved a Series 50 professional qualification.

EDUCATION: Ms. Williams received her M.B.A. in Finance from the University of Michigan Ross School of Business, her M.A. in Urban Planning from UCLA, and her B.A. in Public Policy from Stanford University.



Fernando Sanchez

Project Support



Mr. Fernando Sanchez is a Project Analyst with Kosmont Companies assisting public and private sector clients with market and economic analyses, strategic planning, and real estate development advisory. His recent work includes market supply and demand analysis, prioritization of strategic opportunity sites for retail and future development, analysis of potential development uses, and geospatial analysis of boundaries and funding and financing feasibility of new infrastructure financing districts such as Enhanced Infrastructure Financing Districts (EIFDs) and Community Revitalization and Investment Authorities (CRIAs).

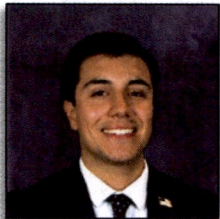
Prior to joining Kosmont Companies, Mr. Sanchez also worked as an Analyst for Entertainment and Culture Advisors, a Los Angeles-based economic consulting firm specializing in the entertainment and attractions industry. Other previous experience includes working as an Analyst and Project Manager for JDT International Inc., a residential real estate developer in Philadelphia, and working as a Transportation Planner with the City of Philadelphia Mayor's Office of Transportation and Utilities.

AFFILIATIONS: Mr. Sanchez is a member of the American Planning Association and the Urban Land Institute. He is also a Board Member of the Princeton Club of Southern California.

EDUCATION: Mr. Sanchez holds a Master of City Planning degree from the University of Pennsylvania, where he focused on public and private real estate development. He also holds a Bachelor of Arts in Sociology with minors in Urban Studies, Latin American Studies, and Spanish from Princeton University.

Michael Romero

Project Support



Mr. Michael Romero, Project Analyst with Kosmont Companies, assists in providing real estate, financial advisory, and economic development services to Kosmont's clients. His focus is in market supply and demand analysis, econometric analysis, and monetary economics.

Prior to joining Kosmont Companies, he worked in the Office of the City Administrative Officer (CAO) for the City of Los Angeles, CA. During his tenure with the City, he worked directly with the Municipal Facilities Committee, supporting the optimization of the City's maintenance yards and shops. His efforts helped produce a comprehensive property database for the Bureaus of Sanitation, Street Lighting, and Street Services and the Departments of Fire, General Services, Rec. and Parks, and Transportation. Mr. Romero participated in site visits to maintenance yards, repair shops, and vacant, City-owned property throughout the City to gather, analyze and assess information.

Prior to his work with the City of Los Angeles, Mr. Romero conducted public policy research for the California Center for Public Policy (CCPP) and provided financial advisory services, while specializing in risk management, as a Financial Representative with Northwestern Mutual.

LICENSES/AFFILIATIONS: Mr. Romero is a member of the American Economic Association (AEA).

EDUCATION: Mr. Romero holds a Bachelor of Arts in Economics from the University of California, Santa Barbara.



C. Letters of Recommendation

City of South Gate's Letter of Recommendation



MICHAEL S. FLAD
CITY MANAGER

City of South Gate

8650 CALIFORNIA AVENUE • SOUTH GATE, CA 90280-3075 • (323) 563-9503
FAX (323) 569-2578 • mflad@sogate.org

January 27, 2015

To whom it may concern:

I am writing to express my support for Kosmont Companies and recommend them as a financial advisor.

Kosmont Companies served as our Financial Advisor for the City's 2012 Utility Bond Refinancing efforts and assisted the City in reviewing the County of Los Angeles "pool program" for refunding redevelopment debt. Larry Kosmont and Dan Massiello worked throughout the project and conducted a thorough review, provided the city a great sense of the potential risks/strengths of the program, and were able to deliver timely work products. Overall, I was very pleased with the product they delivered to the City/Successor Agency.

I have known Kosmont Companies for over 20 years and they are ethical and professional consulting group who know local government like few others. Kosmont is competent, always responsive and produces top notch quality work. The City of South Gate and Kosmont Companies have enjoyed a long term collaborative relationship on economic development matters and we look forward to their continued support and expertise in guiding our long-range goals.

Should you need to contact me, please do so at (323) 563-9503 or mflad@sogate.org.

Sincerely,

Michael Flad, City Manager
City of South Gate



KOSMONT COMPANIES

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A-4

City of Buellton's Letter of Recommendation



City of Buellton

October 1, 2014

RE: Letter of Recommendation for Kosmont Companies

To Whom it may Concern,

I am pleased to write this letter of recommendation for Kosmont Companies. The City of Buellton engaged Kosmont Companies as a consultant to provide economic development advisory services including demographic and trade area analyses, retailer and developer outreach/recruitment and planning and financing strategies. The Phase 1 Economic Development Implementation Plan was completed in April 2014 and they are now working on implementation strategies for the City. Several retailers have recently made commitments to open locations in the City of Buellton thanks in part to their expertise and ongoing efforts. We appreciate their hands on approach and in person interaction with staff, City Council, Chamber of Commerce, and members of the business community.

The City and business community have enjoyed working with Ken Hira and Joseph Dieguez. Both are very knowledgeable in their field and give us honest answers and advice. Although we have a small contract compared to their other clients, both Ken and Joseph do not treat us as a smaller client. They always are available via the phone and e-mail, and go above and beyond their contract requirements to support economic development in the City of Buellton.

I would be pleased to recommend Kosmont Companies to any prospective client seeking to use their services. I can be reached at 805-688-5177 or marcb@cityofbuellton.com

Sincerely,

Marc P. Bierdzinski
City Manager

107 W. Highway 246 • P.O. Box 1819 • Buellton, CA 93427 • t: 805.688.5177 • f: 805.686.0086 • www.cityofbuellton.com



KOSMONT COMPANIES

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A-5

D. Links to Sample Work Product

As requested in the City's RFP, examples of Kosmont reports are listed below along with corresponding hyperlinks.

1. City of Poway, Poway Road Corridor – Digital Community Outreach
 - [DigiConversation™ Poway Metrics Report*](#) (Kosmont Companies)
 - [DigiConversation™ Poway Website Deck*](#) (Kosmont Companies)

Additional Information

 - [DigiConversation™ Information Flyer*](#)
 - [San Diego Tribune Article on Poway](#)
2. [Sutter County Asset Management Plan \(Report\)](#) (Kosmont Companies and Kosmont Transactions Services)
2. City of Hermosa Beach, Financing
 - [Bonds 101](#) (Kosmont Companies and Kosmont Realty Corporation)
 - Oil Settlement Agreement [Preliminary Review](#) (Kosmont Realty Corporation)
4. [City of Buellton, Economic Development Strategy and Implementation Plan](#) (Kosmont Companies)
5. [City of Thousand Oaks, Economic Development Strategic Plan](#) (Kosmont Companies)

E. Hard Copies of Sample Work Product

*Hard copies of the selected work product above may be found on the following pages.





Poway Road Corridor FB Page – Metrics Report

Activity Period: July 24, 2017 to October 31, 2017
digiCampaign Start Date: July 24, 2017

FACEBOOK PAGE DATA & ANALYTICS

Definitions for Facebook (FB) Ad and Boosted Post Activities

Ad- Paid content that appears directly in target users' news feeds, and offer highly specific targeting options. *(Copies of ads in Exhibit 1)*

Boosted Post - Paid promotion of a FB post that amplifies to a wider audience. *(Copies of boosted posts in Exhibit 1)*

Reach - Number of individuals who viewed your ad or boosted post at least once.

Result: Boosted posts and ads reached a total of 70,479 individuals (48,519 + 21,960 = 70,479).

[Note: Facebook counts an individual that viewed an ad and boosted post as two (2) individuals, which is reflected in the overall total (70,479). However, it should be noted that at least 48,519 different individuals viewed your ad or boosted post on Facebook]

Impressions - Number of times your posts and/or ads were viewed.

Result: Since inception of digiConversation™ project, boosted posts and ads were viewed 304,709 times (229,878 + 74,831 = 304,709).

Figure 1: ALL Boosted Posts (Reach vs. Impressions)



Figure 2: ALL ADS (Reach vs. Impressions)

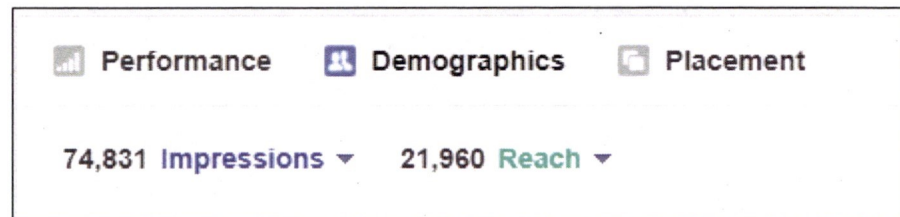
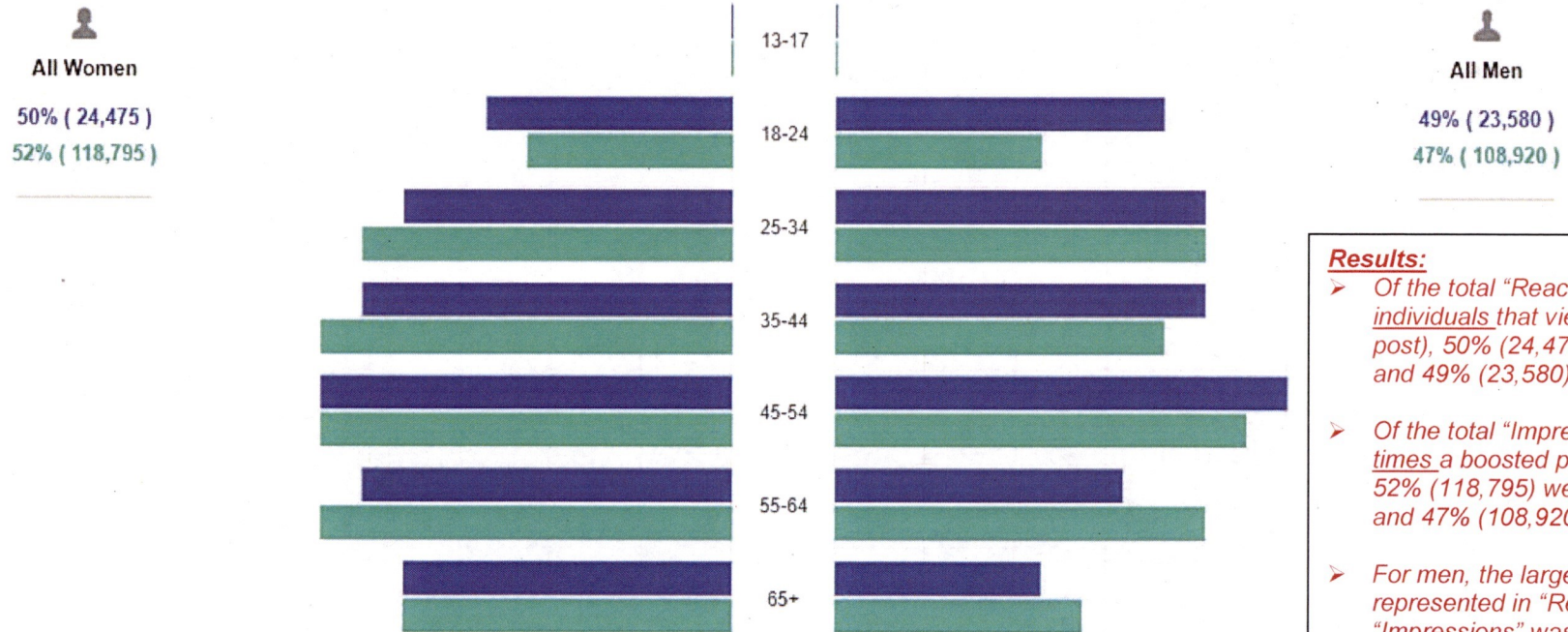




Figure 3: User Demographics of Boosted Post Activity

Performance Demographics Placement

48,519 Reach 229,878 Impressions



Results:

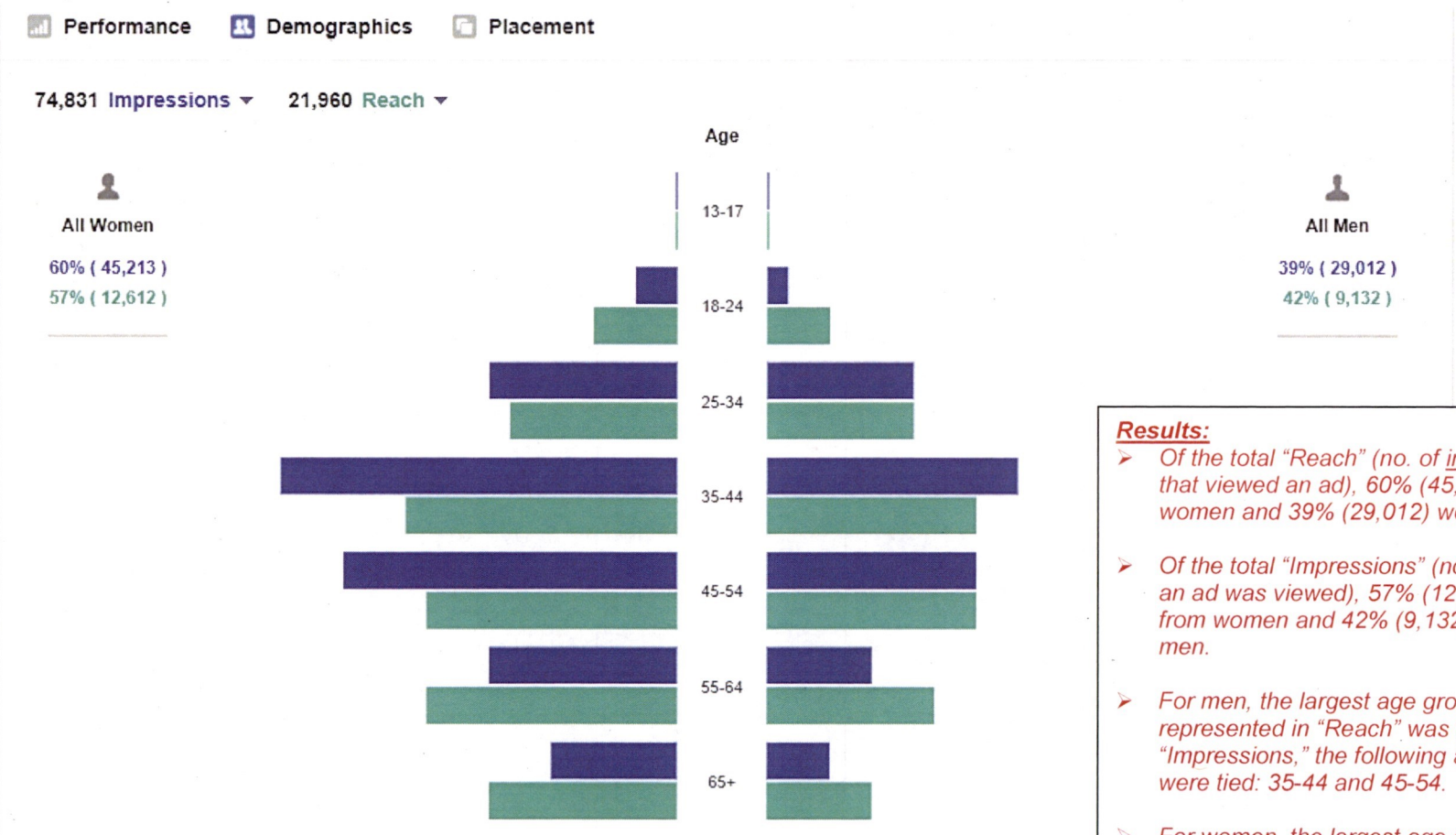
- Of the total "Reach" (no. of individuals that viewed a boosted post), 50% (24,475) were women and 49% (23,580) were men.
- Of the total "Impressions" (no. of times a boosted post was viewed), 52% (118,795) were from women and 47% (108,920) were from men.
- For men, the largest age group represented in "Reach" and "Impressions" was 45-54.
- For women, the largest age group represented in "Reach" was 45-54. In "Impressions," the largest age groups were comprised of the 35-44, 45-54, and 55-64 age groups.

Note: Demographic results figures shown for Men and Women may not add up to total "Reach" or "Impressions" figures due to unavailable demographic info for Facebook user profiles.





Figure 4: User Demographics of Ad Activity



Results:

- Of the total "Reach" (no. of individuals that viewed an ad), 60% (45,213) were women and 39% (29,012) were men.
- Of the total "Impressions" (no. of times an ad was viewed), 57% (12,612) were from women and 42% (9,132) were from men.
- For men, the largest age group represented in "Reach" was 35-44. In "Impressions," the following age groups were tied: 35-44 and 45-54.
- For women, the largest age group represented in "Reach" and "Impressions" was 35-44.

Note: Demographic results figures shown for Men and Women may not add up to total "Reach" or "Impressions" figures due to unavailable demographic info for Facebook user profiles.



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Definitions for Overall Facebook Page Activity

Conversion Rate (CR) - Percentage of total unique users who take a desired action. Conversion Rate = # of unique users who engaged in certain activity / total unique users. For example: CR of Reactions = post reactions/unique users (320/434=73.73%)

Unique Users - A single individual who engages on your FB page. New users are total number of individual member accounts that joined as of a certain report date.

Avg. Events Per User - Average total activities performed by each user.

Total Events – Number of times a user engages on the Facebook page (i.e. reaction, comment, share, click-throughs, and previews).

Reactions – An activity where a unique user can select a button or emotive icon to express supportive (e.g. “like”, “love”, and “wow”) or not supportive (e.g. “angry” “sad” “haha”) reactions on boosted posts, ads, and/or comments on the Facebook page.

Figure 5: Breakdown of Unique User Activity on Facebook Page

	Total	Post Reactions	Post Comments	Post Shares	Click-Throughs & Previews
Conversion Rate	100%	73.23%	6.41%	0.92%	19.44%
Unique Users	437	320	28	4	Not Available
Average Events Per User	3	1	2	26	Not Available
Total Events	1,300	463	66	104	667

Results:

- Facebook page had a total of 437 Unique Users.
- Of the total Unique Users (437), 73.23% were post reactions; 6.41% posted comments; and 0.92% posted shares. The remaining 19.44% were categorized as click-through and preview activity.
- Facebook page had 1,300 Total Events. Of the total, 463 were post reactions; 66 were post comments; and 104 were post shares. The remaining 667 were from click-through and preview activity.
- Unique Users performed an average of 3 events (e.g. reaction, comment, share, click-throughs, and previews) on your Facebook page.



Figure 6: Historical Unique User Activity on Facebook (July 2017 to October 2017)

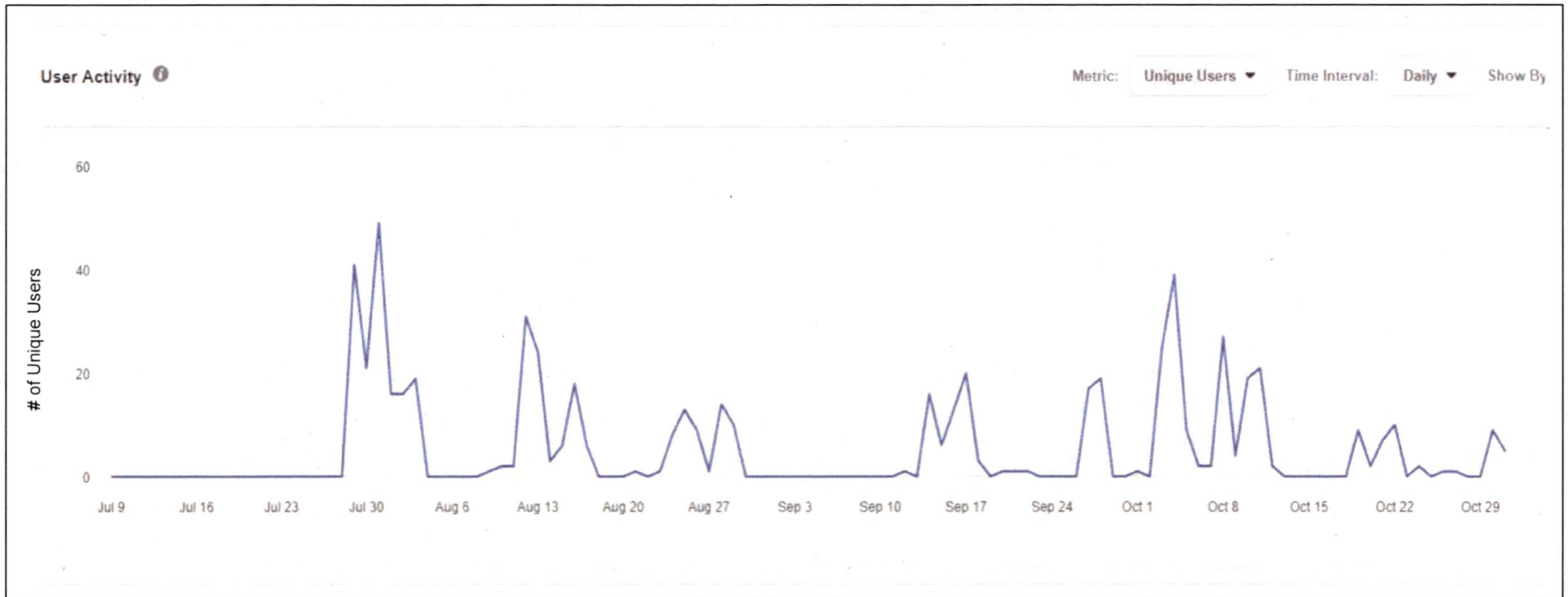
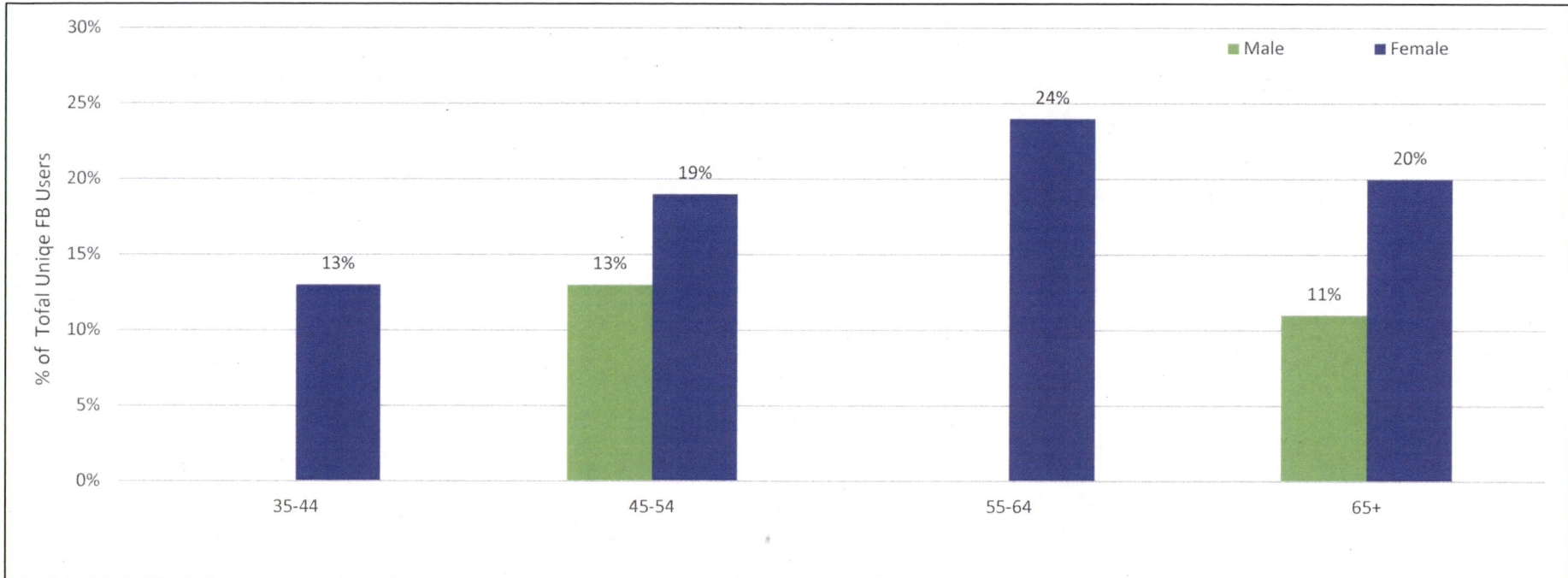




Figure 7: Age Breakdown of All Unique Users on Facebook



Results:

- Of the total number of unique Facebook users (437), the 55-64 age group for women and 45-54 age group for men were the largest.
- The 55-64 age group for women represented the highest percentage of Unique Users at 24%. The 65+ and 40-54 age groups were the second and third largest age groups representing 20% and 19%, respectively.
- Males in the age group 45-54 reflected the highest percentage of Unique Users at 13%, which was followed by the 65+ age group at 11%.



Breakdown of Facebook Reactions:

Facebook reactions were categorized as supportive or not supportive.

- Reactions of “like”, “love”, and “wow” on posts were categorized as “supportive.”
- Reactions of “angry”, “sad”, and “haha” on posts were categorized as “not supportive.”

Results (Figures 8 & 9):

- A total of 463 reactions were recorded on the Facebook page
- 412 reactions were categorized as supportive (89% of total)
- 51 reactions were categorized as not supportive (11% of total)

Figure 8: Breakdown of FB Post Reactions

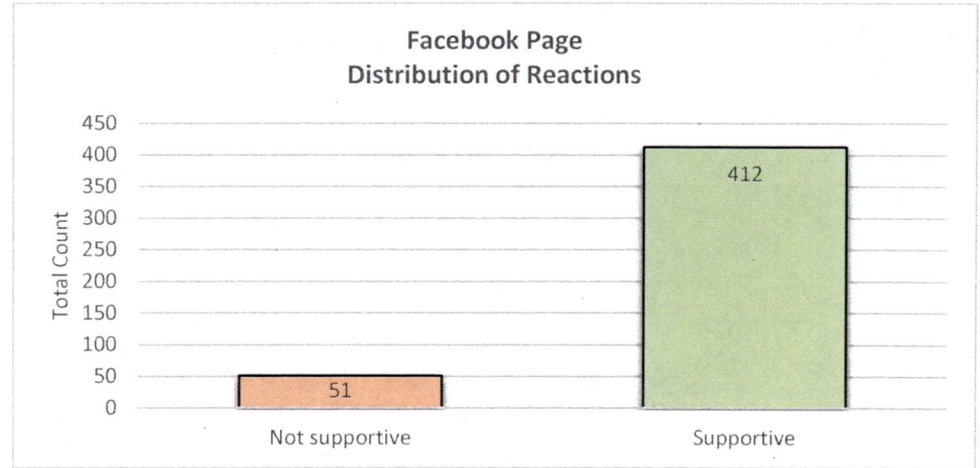
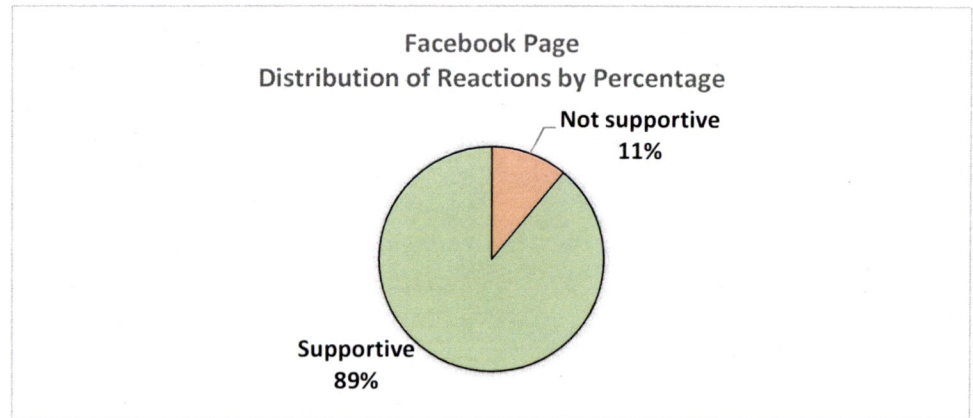


Figure 9: Percentage Breakdown of FB Post Reactions (rounded)





WEBSITE DATA & ANALYTICS

Website Comment Categories

Observational—Comment offers objective suggestions to consider in the Plan; does not oppose the Plan.

Not Supportive—Comment expresses a negative outlook towards the Plan and/or states opposition.

Supportive—Comment expresses a positive outlook towards the Plan and/or states support.

Results (Figure 10):

Observational	31
Not supportive	20
Supportive	20
Total Comments	71

Figure 10: Breakdown of Number of Website Comments

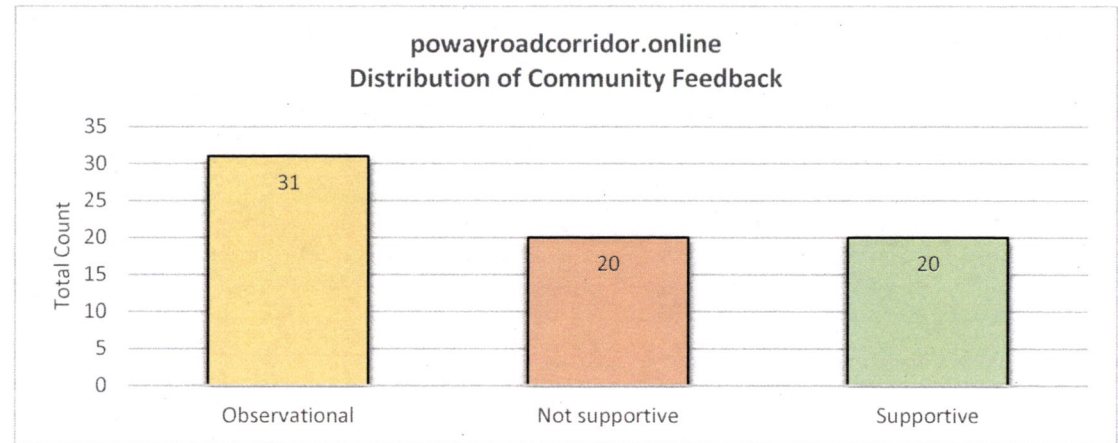
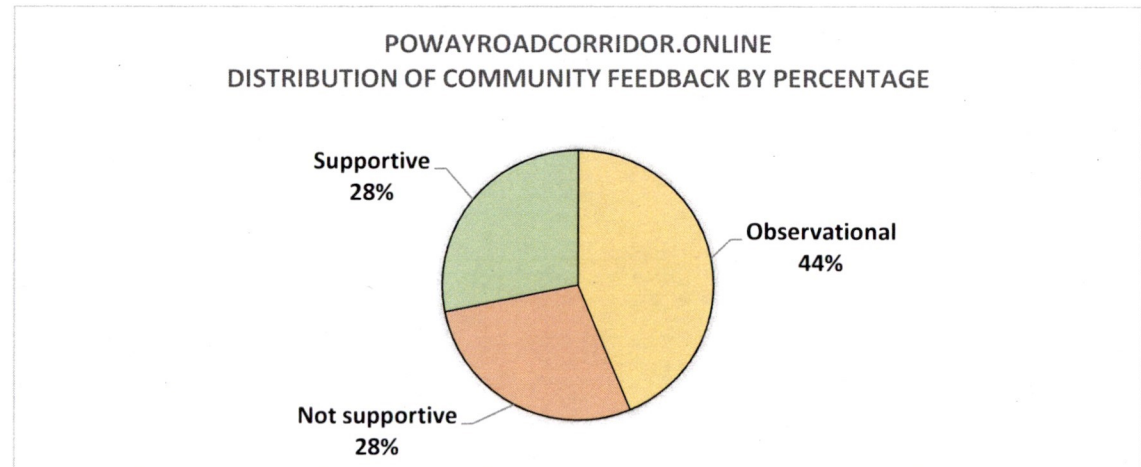


Figure 11: Percentage Breakdown of Website Comments





Website Analytics

Users—Individual website visits using a unique IP address.

Result: 872 users visited powayroadcorridor.online (Figure 12).

Sessions—Total website visits.

Result: powayroadcorridor.online had total of 1,400 website visits (Figure 12).

Bounce Rate: Rate of total website visits that lasted less than 1 minute.

Result: 76.53% was the rate of total website visits lasting less than 1 minute (Figure 12).

Session Duration: Represents the average duration of each website visit.

Result: 2 minutes and 16 seconds was the average duration of each website visit (Figure 12).

Users by time of day: Represents the time of day that users visited the website within the last 90 days.

Result: The highest level of activity on website by users (shown in dark blue on Figure 13) occurred generally between the hours of 6am and 7pm. A high number of website visits by users also occurred around 9pm-10pm.

Figure 12: Overall Website Activity

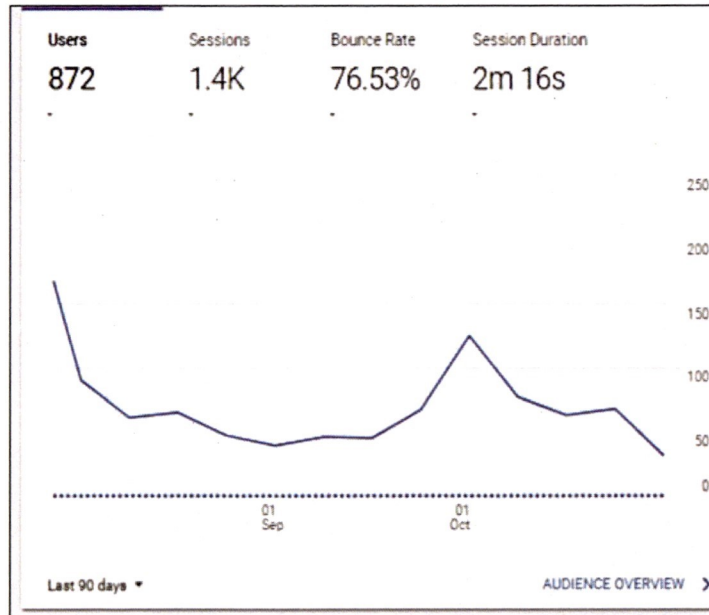


Figure 13: Users by Time of Day

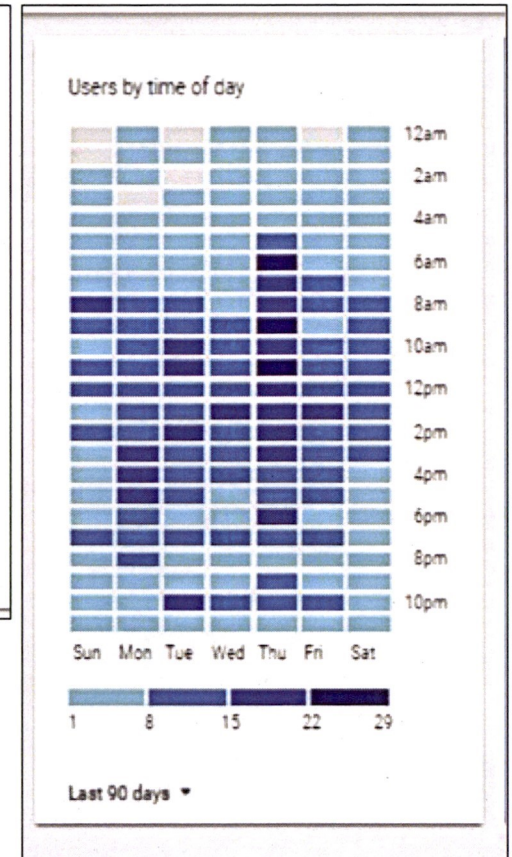




Figure 14: Gender Breakdown of Website Users

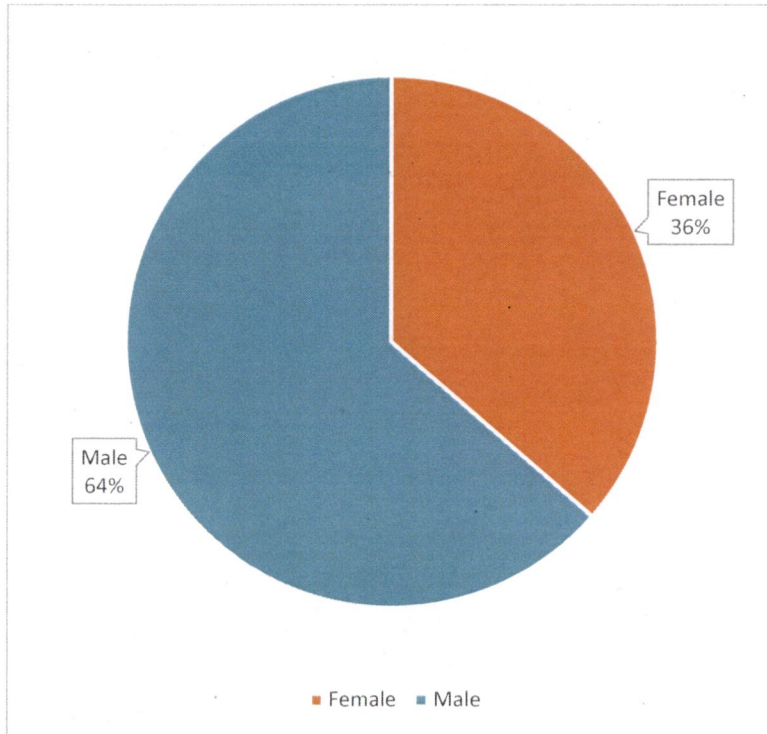
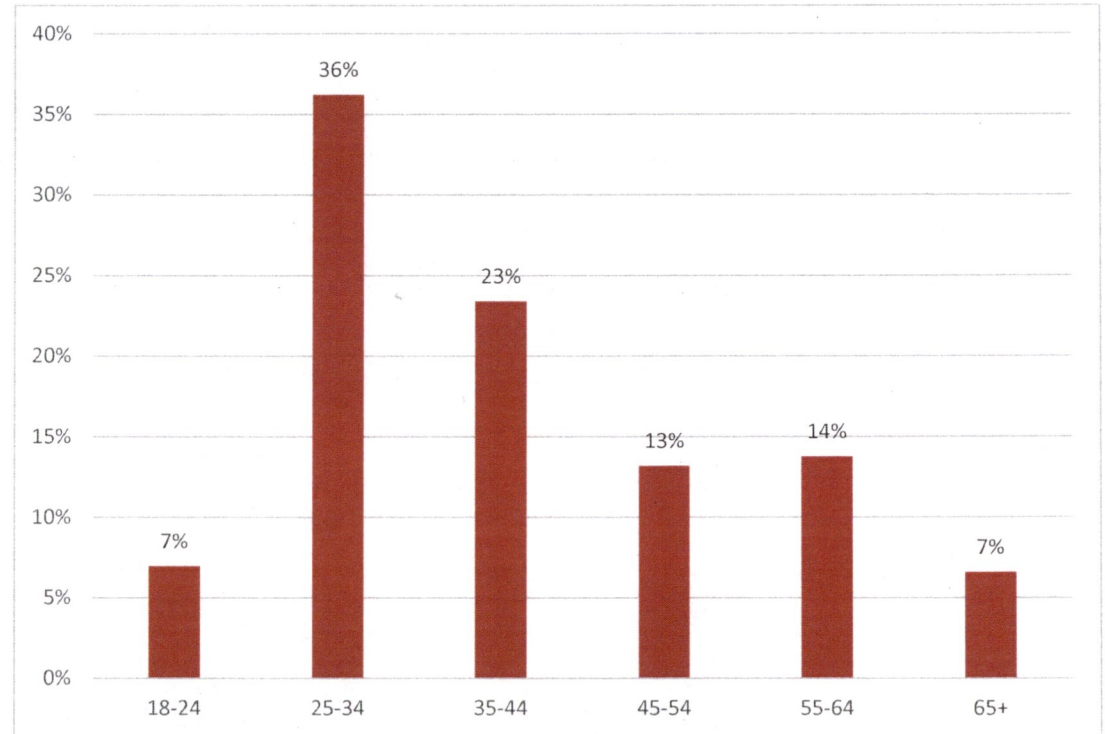


Figure 15: Age Breakdown of Website Users



Results:

- Of the total number of website Users (872), 64% (558) were male and 36% (314) were female.
- The 25-34 age group represented the highest percentage of website Users at 36%. The 35-44 and 55-64 age groups were second and third highest representing 23% and 14%, respectively.
- The 18-24 and 65+ age groups had the lowest percentage of website Users with 7%.



Summary of Key Metrics

Summary and Key Takeaways: July 24, 2017 to October 31, 2017 Activity Period

FACEBOOK (FB) PAGE

- Boosted posts and ads, combined, reached 70,479 individuals and yielded 304,709 impressions.
- FB page had 437 unique users who liked, commented on, or shared posts.
- FB page received a total of 463 reactions on posts, which were categorized as supportive or not supportive as follows:
 - 412 (89%) of reactions were categorized as supportive
 - 51 (11%) of reactions were categorized as not supportive
- Women had a higher percentage of Reach and Impressions than men for all boosted posts and ads.

WEBSITE

- Powayroadcorridor.online received 1,300 website visits. 71 comments were received through the website and were categorized as observational, supportive, or not supportive and are broken down as follows:
 - Observational: 31
 - Supportive: 20
 - Not Supportive: 20
- 64% of website visitors were men; 36% were women.
- Age group 25-34 made up the highest percentage of website visitors at 36%; followed by age group 35-44 (23%).
- The highest concentration of website visits by users occurred between the hours of 6am and 7pm. A high number of website visits by users also occurred between 9pm-10pm.
- Project website (*powayroadcorridor.online*) and corresponding Facebook Page (*Poway Road Corridor*) were listed in the top 10 Google results for "Poway Road."



EXHIBIT 1: BOOSTED POSTS and ADS



Aug. 2nd Community Meeting Ads

Ad Preview

1 of 1 Ad

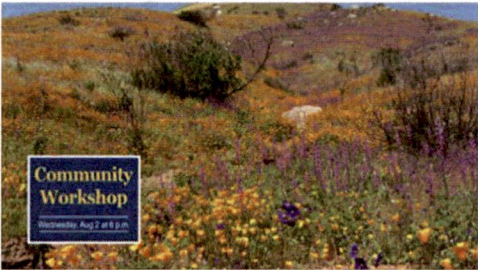
Desktop News Feed

3 of 11

Poway Road Corridor
Sponsored

Like Page

The Poway Road Corridor Study preserves our views. Join us and find out how - Wednesday, Aug. 2 at 6 p.m. Together we are Poway!



Poway Road Corridor
Community

149 Reactions 6 Comments 15 Shares

Like Comment Share

OK

Ad Preview

1 of 1 Ad

Desktop News Feed

3 of 11

Poway Road Corridor
Sponsored

Like Page

The Poway Road Corridor Study aims to create new gathering spots. Join us and find out how - Wednesday, Aug. 2 at 6 p.m. Together we are Poway!



Poway Road Corridor
Community

1 Like

Like Comment Share

OK

Ad Preview

1 of 1 Ad

Desktop News Feed

3 of 12

Poway Road Corridor
Sponsored

Like Page

The Poway Road Corridor Study preserves our views. Find out how and share your thoughts this Wednesday Aug. 2, at 6 p.m. at Poway City Hall, Council Chambers, 13325 Civic Center Drive



Like Comment Share

OK





Ad Preview

Aug. 2nd Community Meeting Ads

Ad Preview

1 of 1 Ad < > [share icon]

Desktop News Feed ▾

3 of 11 < >



Poway Road Corridor

Sponsored [share icon]

Like Page

Share your thoughts on the Poway Road Corridor Study at the Community Workshop Wednesday, Aug. 2 at 6 p.m.



Poway Road Corridor

Community

Learn More

11 Reactions

Like Comment Share

OK

Ad Preview

1 of 1 Ad < > [share icon]

Desktop News Feed ▾

3 of 12 < >

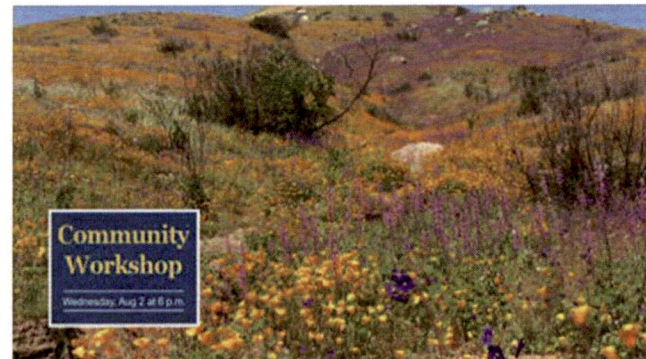


Poway Road Corridor

Sponsored [share icon]

Like Page

The Poway Road Corridor Study preserves our views Find out how and share your thoughts this Wednesday Aug. 2, at 6 p.m. at Poway City Hall, Council Chambers, 13325 Civic Center Drive



3 Likes

Like Comment Share

OK



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Traffic Ad

Preserving Views Ad

Amenities Ad

Ad Preview 1 of 1 Ad

Desktop News Feed 3 of 10

Poway Road Corridor Sponsored Like Page

The Poway Road Corridor Plan includes public spaces and encourages the use of alternative modes of transportation. Click here to find the details and share your thoughts.



The Poway Road Corridor Plan Keeps Traffic Moving
The draft plan advocates for streetscape improvements such as wider bike lanes, landscaping, lighting, gateway signage, and new pedestrian crossings to improve safety and pedestrian experience.

POWAYROADCORRIDOR.ONLINE Contact Us

4 Likes 1 Comment

Like Comment Share


OK

Ad Preview 1 of 1 Ad

Desktop News Feed 3 of 10

Poway Road Corridor Sponsored Like Page

The Poway Road Corridor Plan incorporates design standards that preserve views of the surrounding hillsides.



[Click Here to Find Out Details & Share Your Thoughts](#)
The draft plan includes view protection and preservation components that support Poway's community image and character.

POWAYROADCORRIDOR.ONLINE Contact Us

16 Reactions 3 Comments

Like Comment Share


OK

Ad Preview 1 of 1 Ad

Desktop News Feed 3 of 3

Poway Road Corridor Sponsored Like Page

The Poway Corridor draft plan promotes and encourages the creation and preservation of community amenities. Find out more and share your thoughts.



Poway Road Corridor Learn More
Community

OK



digiConversation™


Expand the Community Conversation

Boosted Posts

Poway Road Corridor
August 28 at 12:31pm

The Poway Road Corridor Plan sets design standards that maximize the preservation of views of surrounding hillsides.

<http://powayroadcorridor.online/preserving-views/>



Preserving Views | City Of Poway

The draft plan includes various view protection and preservation components that support Poway's community image and character.

POWAYROADCORRIDOR.ONLINE

Poway Road Corridor
August 25 at 8:27am

Do you have questions about the Poway Road Corridor Plan? Click to receive the answers and share your thoughts.

poway road Proposed Land Use Plan 5-2-16



Frequently Asked Questions | City Of Poway

The Corridor Study is an assessment of existing land use and transportation conditions along Poway Road that will result in new regulations and policies to guide future development review and capital improvements. The Corridor Study...

POWAYROADCORRIDOR.ONLINE

Poway Road Corridor
17 hrs

The Poway Corridor Plan allows for new housing. Click the link to find out more and share your thoughts.

<http://powayroadcorridor.online/new-housing/>



Like Comment Share

1

Write a comment.





Boosted Posts

Poway Road Corridor
July 28 at 11:40am

The Poway Corridor draft plan promotes and encourages the creation and preservation of community amenities.
Find out more and share your thoughts.

Poway Road Corridor
Community

Like Comment Share

13

Poway Road Corridor
August 15 at 8:53am

Great San Diego Union-Tribune story on the Poway Road Corridor.
Click here to share your ideas: <http://powayroadcorridor.online/share-your-thoughts/>

Ideas needed to improve Poway Road

Poway Road isn't particularly attractive or easy to drive on or amenable to pedestrians and bicyclists. That needs to change, city officials have decided, and the first steps are under way.

SANDIEGOUNIONTRIBUNE.COM

Like Comment Share

1

Write a comment

See All

Poway Road Corridor
August 11 at 6:44am

Read the traffic plan & share your thoughts
<http://powayroadcorridor.online/traffic-plan/>

Like Comment Share

37

Chronological

2 shares

Jeanne Rogers I appreciate this notification, and will now be sure to stay informed about developments on our important road, and potential downtown.
Like Reply 1 August 12 at 5:17pm

Brenda Lanz I read the report and find it written solely with the purpose of adding more revenue for city. It indicates that there is NO TRAFFIC issues!! Who are these consultants & clearly they were paid a lot of taxpayer \$\$ to produce this untrue report. Try ... See More
Like Reply 6 August 12 at 6:49pm

Toni Bates Having spent two years on the City's citizen's advisory committee (as a volunteer) reviewing city staff and consultant work on the Poway Road





Boosted Posts

👍 Liked 👤 Following ➦ Share ⋮

Poway Road Corridor
August 1 at 1:03pm

Share your thoughts on the Poway Road Corridor Plan by visiting the new informational site! <http://powayroadcorridor.online/>

Poway Road Corridor
Community

👍 Like 💬 Comment ➦ Share

👍 🗨️ 📧 37

Chronological

2 shares

Nancy Jalaty It's exciting!
 Like · Reply · August 2 at 6:40pm

Kimberly Hansen Agreed. I was impressed with the committee members and the thoughtful considerations they are taking to both support development and housing with the sense of Poway's community identity and the reasonable concerns new growth brings. I felt much more confident by the end of the meeting. It's a big proposal and big change, but I was happy with what I was hearing. And you can't have enough green spaces committee! You don't have to develop every square foot. Toss in a park, pavillion, community garden, art displays, places for community announcements, outdoor stage, virtual office spaces. Please!
 Like · Reply · August 2 at 8:34pm · Edited

Write a comment...

👍 Liked 👤 Following ➦ Share ⋮

2 shares

Jeanne Rogers I appreciate this notification, and will now be sure to stay informed about developments on our important road, and potential downtown.
 Like · Reply · August 12 at 5:17pm

Brenda Lanz I read the report and find it written solely with the purpose of adding more revenue for city. It indicates that there is NO TRAFFIC issues!! Who are these consultants & clearly they were paid a lot of taxpayer \$\$ to produce this untrue report. Try ... See More
 Like · Reply · August 12 at 6:49pm

Toni Bates Having spent two years on the City's citizen's advisory committee (as a volunteer) reviewing city staff and consultant work on the Poway Road Corridor Study, I would like to try to clarify the traffic analysis related to the study, vision and plan for ... See More
 Like · Reply · August 12 at 8:57pm

Brenda Lanz Garbage!
 Like · Reply · August 12 at 9:39pm

Bernie Lopez This makes a lot of sense!
 Like · Reply · August 12 at 11:10pm

Lynn Grindstaff The last thing we need are two and three story buildings and more storefronts that won't be filled up! The picture looks like they will be removing the median, yet again! How many times will they be wasting tax money putting in and taking out the same medians over and over!?!?
 Like · Reply · August 13 at 12:10am

Kristie Lawrence Perkins Winchester Road in Temecula! That's what this sounds like! Take a drive anytime day or night, allow a half hour to get to the end! So sad for my "little town" Just another big city on a map
 Like · Reply · August 17 at 6:33am

Write a reply...

Steven Williams Fix the San Diego County portion of Poway road if you have the need to blow taxpayer dollars
 Like · Reply · August 12 at 9:36pm

Elke Constantine It says seven comments, but when I click there are none available. What's up with that?
 Like · Reply · August 13 at 9:16pm

Steven Williams There were many comments yesterday, but don't appear to be here today. It is most likely facebook filtering comments.
 Like · Reply · August 13 at 11:28pm

Write a reply...

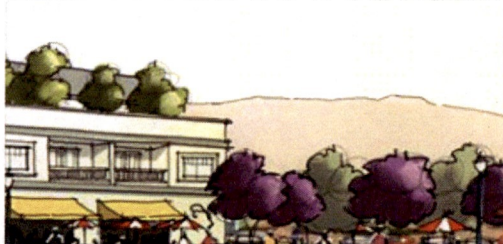




Boosted Posts

Poway Road Corridor
Sponsored ·

Thank you for engaging with us on this Facebook page. While the official comment period for the draft Poway Road Specific Plan ended on October 9th, 2017, please know that we are continuing to read and... [More](#)



Share Your Thoughts | City Of Poway
powayroadcorridor.online

11 5 Comments

Like Comment Share

Poway Road Corridor
Sponsored ·

The draft Poway Road Corridor Specific Plan encourages a wide variety of housing sizes and price points designed for homeowners that are downsizing, first-time buyers, and individuals looking to upgrade their lifestyle. Share your thoughts by clicking here:
<https://powayroadcorridor.online/share-your-thoughts/>



20 8 Comments

Like Comment Share





Boosted Posts

Poway Road Corridor
Sponsored

The draft Poway Road Corridor Specific Plan encourages new community amenities for all to enjoy. The draft Plan provides for parks, sidewalk cafes, plazas, and restaurants that create connectivity between... More

A photograph showing a man, a woman, and a young girl walking together in an outdoor setting. The man is on the left, wearing a white polo shirt and dark pants, carrying a bag. The woman is in the middle, wearing a white dress. The girl is on the right, wearing a white and red patterned dress. They are walking on a paved path with trees and a bench in the background.

Poway Road Corridor
Sponsored

Over the past year, we have been working diligently to gather your input on the draft Poway Road Corridor Specific Plan. Many of you have expressed your opinions, likes, and concerns on this page.

We invite... More

A photograph of a community meeting. Several people are gathered around a table, looking at a large display board. One man in the foreground is pointing at the board. The board has various colored sticky notes on it. The setting appears to be an indoor community center or meeting room.

digiConversation™

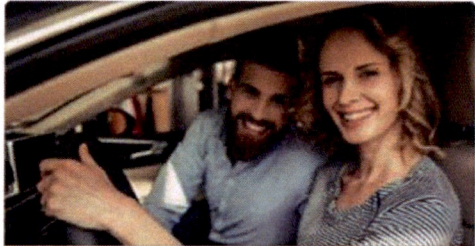
Expand the Community Conversation



Boosted Posts

Poway Road Corridor
Sponsored

Click here and share your thoughts on the draft Poway Road Corridor plan that is designed to keep traffic moving.



Share your thoughts. Together we are Poway! [Learn More](#)


powayroadcorridor.online

12 21 Comments

Like Comment Share

Poway Road Corridor
Sponsored

Click here find out more, and share your thoughts on the plan designed to keep traffic moving.



Click here and share your thoughts. Together we are... [Learn More](#)

powayroadcorridor.online


9 9 Comments

Like Comment Share

Poway Road Corridor
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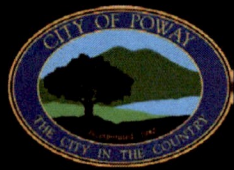
We invite you to fully express your thoughts on our website.



15 9 Comments

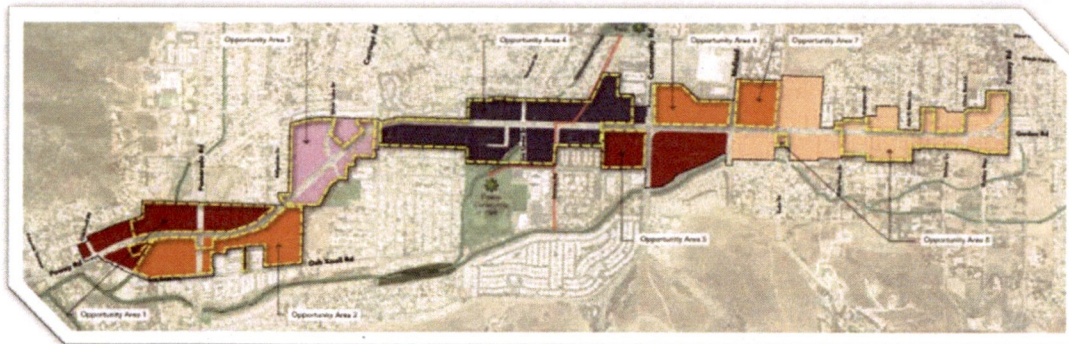
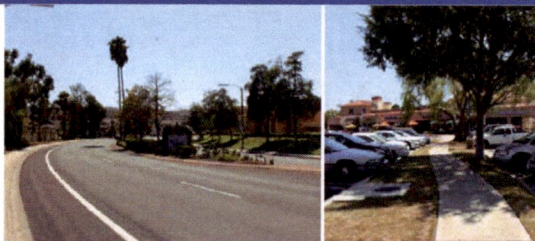
Like Comment Share





Case Study Poway Road Corridor Specific Plan

A-28



Project Overview

➤ **Economic Development**

City of Poway conducting Poway Road Corridor Study to update zoning and planning standards for 2.5-mile stretch of Poway Road.

Client Needs

➤ **An Efficient & Transparent Outreach Effort**

City previously conducted physical community outreach consisting of public workshops and meetings.

City desired to support and broaden outreach efforts to include a digital online communications strategy.

Scope of Work

➤ **digiConversation™ Team**

Crafts “message memo” and targets constituents (55,000 social media profiles of residents ages 25 to 70).

Designs project website, launches social media ads, manages media ads and tracks website activity.

Case Study Poway Road Corridor : Website powayroadcorridor.online

A-29



Let Your Voice Be Heard

Click below to share your thoughts on the Poway Road Corridor Specific Plan.

SHARE YOUR THOUGHTS

Let Your Voice Be Heard

Click below to share your thoughts on the Poway Road Corridor Specific Plan.

SHARE YOUR THOUGHTS



Poway Road Corridor Specific Plan

A specific plan is a zoning and development tool that implements the Poway General Plan. It links General Plan policies and individual development proposals in a defined area. State law requires that specific plans be consistent with the General Plan. The Poway Road Corridor Specific Plan was developed in conjunction with civic leaders, residents, businesses, and developers, and directly implements the Poway General Plan policies and guidelines.



Share your thoughts on the Poway Road Corridor Specific Plan.

SHARE YOUR THOUGHTS READ THE PLAN

Community Amenities Traffic Plan Height Restrictions Housing Poway Road Corridor Specific Plan
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FOLLOWS US ON SOCIAL MEDIA



Case Study Poway Road Corridor : Facebook Page

A-30

FB Boosted Post

Poway Road Corridor
August 11 at 9:44am

Read the traffic plan & share your thoughts
<http://powayroadcorridoronline.com/traffic-plan/>

[View on desktop](#) [View on mobile](#)

Like Comment Share

37

2 shares

View 5 more comments

Poway Road Corridor Thank you for sharing your thoughts on the future of Poway Road. We value your opinion and look forward to incorporating your comments as part of the community feedback we are collecting as the City reviews options for the Poway Road Corridor specific. See More

City Of Poway | The City In The Country | Poway Road Corridor Plan
A specific plan is a zoning and development tool that...

[POWAYROADCORRIDORONLINE](#)

Like Reply August 14 at 3:12pm

1 Reply

Joyce Winge Michaelson Avon Young
Like Reply August 15 at 10:02pm

FB Ad

Ad Preview

Ad Preview 1 of 1 Ad

Desktop News Feed

Poway Road Corridor
Sponsored

Like Page

The Poway Road Corridor Plan incorporates design standards that preserve views of the surrounding hillsides.

[Click Here to Find Out Details & Share Your Thoughts](#)
The draft plan includes view protection and preservation components that support Poway's community image and character.

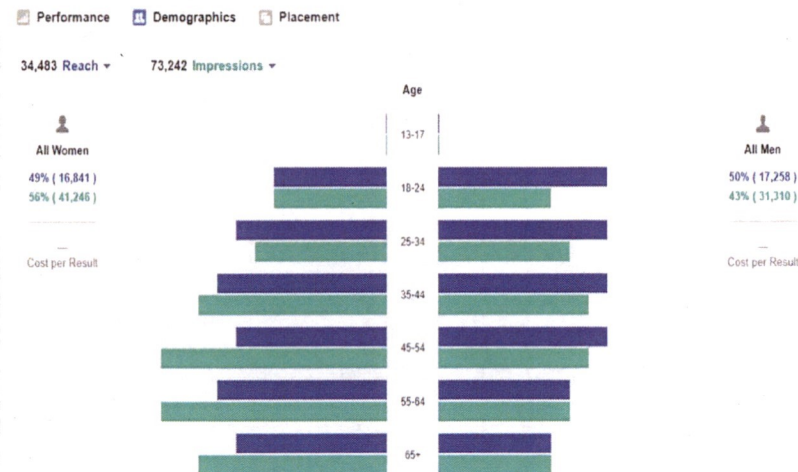
[POWAYROADCORRIDORONLINE](#) [Contact Us](#)

10 Reactions 3 Comments

Like Comment Share

OK

User Demographic Summary of Boosted Posts and Ads Activity Period: July 24, 2017 to August 31, 2017



Poway Road Corridor : Community Feedback

A-31

First, thank you for making this online comment form available. I wanted to come to the meeting but it wasn't possible. I think we have too much land zoned for retail and not enough demand to fill it. Looking especially at the area on Poway Rd between Carriage and Community, there is a lot of dead retail space. We need more residential, for which there is plenty of demand. The proposal for a mixed use area where Poway Irrigation/Chieftain died is a great first step! It's within walking distance of the retail in central Poway, on the bus line, should be (relatively) affordable, hopefully has enough parking. This could be a test case. If it works, there is plenty of underused retail space in that corridor we could add apartments or mixed use. Rental multi-family housing along Poway Rd would be great! With the right financial backing, some of the businesses could move around. Picture El Armando moved to another available retail spot (it might even fit in the wood pile by Salvation Army) would open up a huge lot for multi-family housing. The rental car complex could relocate in a spot with an available car wash and free up much space.

There are a lot dated structures along Poway road that are a bit of an eyesore. They really detract from some of the newer constructions and spaces. I'm wondering if the PRCS will be addressing this somehow? It would be a shame to invest a bunch of money in the project if it's still overshadowed by some of the trashier holdouts along the road. I know some of the terminology I've used here sounds a bit condescending, but it's not meant to be that way. I don't believe those business owners are intentionally trying to make Poway Road look ugly, they've just never gotten around to updating since things are probably working just fine for them. I'm very excited to see Poway Road get a facelift. I usually tell friends/family to come in through the North side if they want a better idea of what Poway is really like. When your first impression of Poway is driving in on Poway Road you tend to think it looks trashy (that was my first impression when I came here for the first time 5 years ago).

Improvements to the main flow of traffic needs to be highly considered. Street signals need to be synchronized to benefit the main corridor streets. Poway Road should be given greater priority and the streets that bisect Poway Road should not happen to trigger the main signals when a car comes to a stop at the intersection or crosses over pressure plates/wire loops under the concrete. A car that resumes travel along Poway Road when given a green light should be able to make the entire stretch of road while going the proper speed limit, especially during peak rush hour times. The current constant stop and go state of Poway Road is frustrating and leads to reckless driving. I often see drivers fed up with having to stop at each light, especially when just one car triggers the signal by crossing over the pressure plate along a side street. It is ridiculous. The drivers get so fed up that they speed to make up for lost time and to catch the next light before it turns red and sometimes they blow past the red lights.

Very excited about the proposed facelift to Poway Rd. As a younger homeowner I look forward to seeing Poway become more modernized while still maintaining its country roots. I do have one suggestion that I wanted share. Many neighborhoods in San Diego County have an iconic arch sign over their main road welcoming people. I believe this would be a great opportunity to add a similar feature to Poway in the new Town Center. Think of Encinitas, El Cajon, Little Italy, Hillcrest, North Park, etc.

Feedback Category



Critical



Observational



Glowing

digiConversation™

Expand the Community Conversation



TRANSPARENCY

CLARITY

RESULTS

*digital community outreach:
for economic development, land use & real estate*



- **Target:** Define target audience
- **Reach:** Deploy message via communication paths that your target constituency utilizes
- **Accessible:** Craft message based on defined target
- **Content:** Create content designed for social media and web
- **Know the Results:** Track, analyze, evaluate website activity and social media ads

EXPAND the Conversation *Before* the Decision



MAXIMIZE CLARITY
DIMINISH CONTROVERSY
GAUGE RESULTS

WHO WE ARE: The Kosmont Team includes media, digital, real estate & economic development professionals

Kosmont Companies

Larry J. Kosmont, CRE® | lkosmont@kosmont.com | (213) 507-9000
1601 N. Sepulveda Blvd., # 382 Manhattan Beach, CA 90266
www.kosmont.com

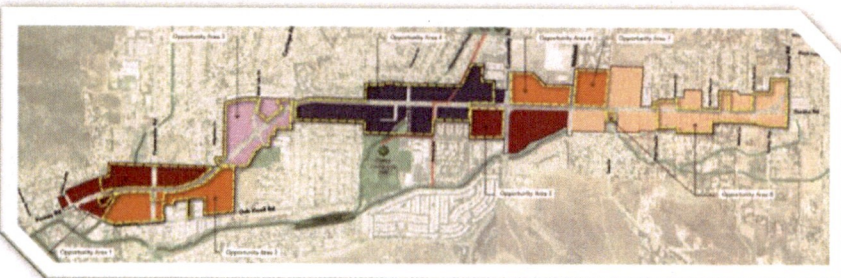
City of Poway – Road Corridor Plan



Let Your Voice Be Heard

Click below to share your thoughts on the Poway Road Corridor Specific Plan.

SHARE YOUR THOUGHTS



Let Your Voice Be Heard

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SHARE YOUR THOUGHTS



Poway Road Corridor Specific Plan

A specific plan is a zoning and development tool that implements the Poway General Plan. It links General Plan policies and individual development proposals in a defined area. State law requires that specific plans be consistent with the General Plan. The Poway Road Corridor Specific Plan was developed in conjunction with civic leaders, residents, businesses, and developers, and directly implements the Poway General Plan policies and guidelines.

Community Amenities The draft plan identifies and encourages the creation and preservation of community amenities.	Traffic Plan The draft plan provides an efficient flow of all modes of transportation.	Preserving Views The draft plan includes various design and preservation elements that support Poway's community's unique and character.	New Housing The draft plan provides for additional housing options for a wide range of households.	Frequently Asked Questions Click here to find answers to frequently asked questions.

Share your thoughts on the Poway Road Corridor Specific Plan.

SHARE YOUR THOUGHTS READ THE PLAN

Community Analysis Traffic Plan Height Restrictions Housing Poway Road Corridor Specific Plan

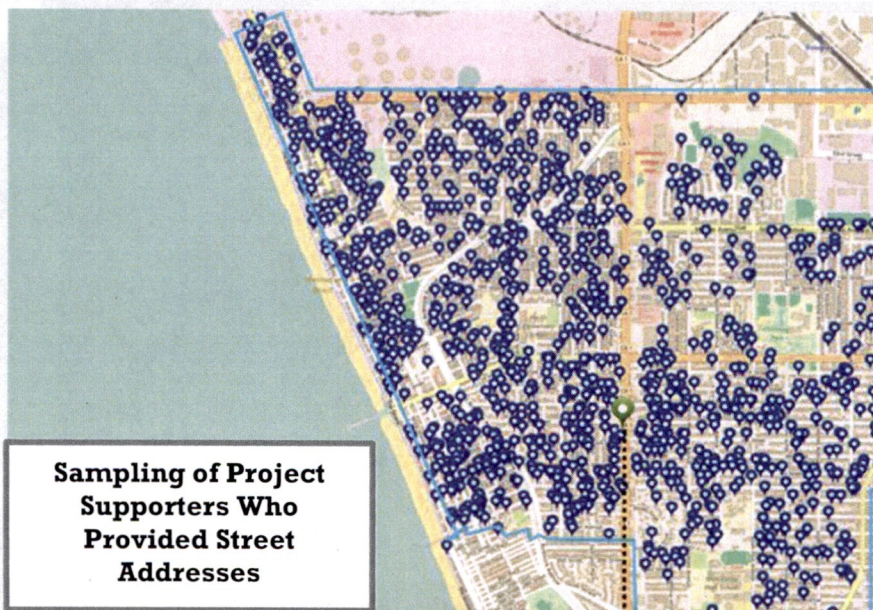
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EXPAND the Conversation *Before* the Decision



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www.kosmont.com

CITY OF ST. HELENA

RESOLUTION No. 2017-165

RESOLUTION OF THE COUNCIL OF THE CITY OF ST. HELENA AUTHORIZING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH KOSMONT COMPANIES FOR A TOTAL NOT TO EXCEED \$45,000 AND AUTHORIZING A FISCAL YEAR 2017/18 BUDGET INCREASE OF \$45,000 TO 101-4300-2130 TO BE TAKEN FROM GENERAL FUND RESERVES

RECITALS

- A. The City desires to employ Consultant to furnish professional services on an on-call basis in connection with Municipal Financial and Real Estate Advisory Services; and
- B. On November 3, 2017, the City released a Request for Proposal for such services; and
- C. A thorough review and scoring of the proposals received was conducted and three firms were invited to participate in an interview;
- D. Kosmont Companies has represented that they have the required experience, expertise and qualifications to perform the required duties as identified in the Request for Proposal.

RESOLUTION


The City Council of the City of St. Helena hereby resolves as follows:

1. The City Council approves the contract with Kosmont Companies, for a total contract amount not to exceed \$45,000, and
2. The City Council authorizes the City Manager to execute the agreement on behalf of the City; and
3. The City Council authorizes a FY 2017/18 budget increase of \$45,000 to account 101-4300-2130 to be taken from the General Fund reserves.

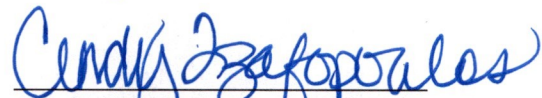
Approved at a Regular Meeting of the St. Helena City Council on December 12, 2017, by the following vote:

Mayor Galbraith: Yes
Vice Mayor White: Yes
Councilmember Ellsworth: Yes
Councilmember Dohring: Yes
Councilmember Koberstein: Yes

APPROVED:


Alan Galbraith, Mayor

ATTEST:


Cindy Tzafopoulos, City Clerk

