JOB CREATION AGREEMENT FOR ANDERSEN

This Job Creation Agreement for Andersen (the "Agreement") is entered into as of the
day of, 2018 (the "Effective Date") by and between ANDERSEN REGIONAL
MANUFACTURING, INC., a Wisconsin corporation, (formerly Andersen Menomonie, Inc.)
("Andersen"), and the City of Goodyear, an Arizona municipal corporation (the "City"), and the City are
sometimes referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, Andersen is an international manufacturer of windows and doors, with its United States corporate headquarters located in Bayport, Minnesota; and

WHEREAS, Andersen has identified the need for a new regional manufacturing facility to serve Arizona and portions of the western United States; and

WHEREAS, Andersen identified the City as its preferred location for its new regional manufacturing facility that will accommodate its immediate and long-term expansion plans and otherwise meet its business needs, and will cause to be constructed a new approximately 546,000 square foot building generally located at the southeast corner of S. Cotton Lane and W. Commerce Drive in Goodyear, Arizona within the City of Goodyear (the "Goodyear Facility") as more particularly described in Exhibit "1" attached hereto; and

WHEREAS, the location of the Andersen regional manufacturing facility at the Goodyear Facility will involve the investment of at least \$105,000,000 in capital investments in "Phase I" of the Goodyear Facility, which capital investments will include purchase of the land, the construction of a new building containing approximately 546,000 sq.ft., the installation of tenant improvements within said building, the construction of exterior improvements required for operations of said Phase I portion of the Goodyear Facility, such as drive aisles, sidewalks and parking, and the installation of interior and exterior equipment required for Andersen's business and manufacturing operations at said Phase I portion of the Goodyear Facility. Andersen also has an option to make an additional investment of at least \$95,000,000.00 in capital investments in "Phase II" of the Goodyear Facility, which capital improvements will include the construction of a second building containing several hundred thousand square feet, the installation of tenant improvements within said building, the construction of exterior improvements required for operations of said Phase II of the Goodyear Facility, such as drive aisles, sidewalks and parking, and the installation of interior and exterior equipment required for Andersen's business and manufacturing operations at said Phase II portion of the Goodyear Facility. If Andersen proceeds with said Phase II portion of the Goodyear Facility, Andersen would make a total combined investment of \$200,000,000.00 in constructing the Goodyear Facility; and

WHEREAS, the City recognizes that the location of Andersen within the City with Andersen's resulting capital investment and job creation will provide a significant public benefit to the City and its citizens and that the City's citizens will receive direct consideration from the Parties' obligations under this Agreement; and

WHEREAS, the City recognizes that Andersen's operations at the Goodyear Facility will have significant beneficial economic impacts on the City, including but not limited to: the quantity and quality

of the jobs that will result from Andersen's operations; tax revenues generated by the operations of Andersen, its employees, vendors, and service providers; increased economic activity, or multiplier effect, associated with its operations being located within the City; the qualitative value of the City having a high-profile, well respected company locate a critical piece of its business within the City; and the catalytic effect it will have on further development within the City, which will generate additional jobs and revenue within the City; and

WHEREAS, Andersen anticipates starting operations in 2020, and over the course of six (6) years thereafter, Andersen will add lines and operations to fully put the Phase I portion of the Goodyear Facility into service, and at the end of such period Andersen should cumulatively provide at least 415 full-time jobs to the City, paying each Qualified Employment Position (QEP) (as defined herein) 125% of the applicable state of Arizona Median Wage (currently \$41,133 annually), not including overtime or bonuses; and

WHEREAS, the City commissioned Applied Economics to conduct an economic and fiscal impact analysis of Andersen's operations at the Goodyear Facility; and

WHEREAS, Applied Economics estimates the direct revenue benefit to the City of Goodyear from sales taxes, personal property and real property taxes, permit and impact fees, and utility franchise fees, generated by Andersen during the first six (6) years of operation will be approximately \$3,720,073 and for the first ten (10) years, assuming the implementation of Phase II in year seven (7), direct revenues will be approximately \$7,962,598; and

WHEREAS, Applied Economics estimates the total economic impacts of Andersen's operations in Goodyear will total approximately \$373.4 million over the first six (6) years of operation and for the first ten (10) years, assuming the implementation of Phase II in year seven (7), economic impacts will be approximately \$969.8 million; and

WHEREAS, the Parties understand that the decision of Andersen to locate in the City and purchase the property upon which the Goodyear Facility will be located is based on the City's willingness to provide assistance to Andersen regarding job creation, design review and permit fees, expedited development process, and Foreign Trade Zone designation support; and

NOW, THEREFORE, in consideration of the premises, promises and mutual agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties hereto, it is hereby agreed as follows:

AGREEMENT

- 1. <u>Acknowledgement of Recitals</u>. The Parties acknowledge the accuracy and importance of the Recitals to the Parties' obligations below, and that the Recitals are the factors upon which the Parties based their respective decisions to enter into this Agreement.
- 2. <u>Term</u>. The term ("Term") of this Agreement shall be for ten (10) years from the date this Agreement is approved by the Goodyear City Council.
- 3. <u>Definition</u>. References to "Andersen" in this Agreement shall mean ANDERSEN REGIONAL MANUFACTURING, INC., a Wisconsin corporation, (formerly Andersen Menomonie, Inc. or the "Company", its successors and/or permitted assignees.

- 4. Location in Goodyear. In Phase I of the Goodyear Facility, Andersen will construct an approximately 546,000 square foot building and anticipates it will receive a final or temporary Certificate of Occupancy for the facility by January 1, 2021, and within four (4) years of the Effective Date of this Agreement, Andersen will have invested, or will cause to have been invested, a minimum of \$105,000,000 in improving the property upon which the Goodyear Facility will be located, which investment includes costs incurred by Andersen for purchase of the real property, building construction, construction of exterior improvements (including drive aisles, sidewalks and parking areas), tenant improvements build-out, as well as fixturing and equipping the building and property for the Goodyear Facility.
- 5. Operations and Job Creation. Andersen agrees that it shall operate the Goodyear Facility in the ordinary course of its business for a minimum period of six (6) years from the date the City issues a final Certificate of Occupancy authorizing Andersen's occupancy of Phase I of the Goodyear Facility. Additionally, over the course of six (6) years after issuance of said final Certificate of Occupancy for Phase I or Phase II, as appropriate, Andersen will achieve Minimum Employment as defined in Section 7 below.
- 6. <u>Job Funding</u>. Subject to the terms and conditions set forth herein, and to reimburse the Company for its initial costs of hiring, training, relocation and related expenses, the City agrees to reimburse the Company \$1,944.00 for each Qualified Employment Position ("QEP") created for new employees hired before or after the Effective Date of this Agreement ("<u>Job Creation Payment</u>"), and who meet the conditions set forth below.
 - a. Qualified Employment Position (QEP). A QEP is a full time regular or contract position of the Company where that position meets the requirements of Section 6(d) below.
 - b. Maximum Payment. The Parties agree that the maximum amount payable by the City under Section 6 of this Agreement regardless of the number of Qualified Employment Positions (QEP) created is \$875,000 ("Maximum Job Funding Benefit"). The Parties also agree that the maximum per year is limited to \$175,000 annually until the earlier of the following: (i) the Maximum Job Funding Benefit is depleted (unless a portion is repaid to the City by Andersen and is again available for payment hereunder) or (ii) the Term of this Agreement expires.
 - c. Payment Procedure. The payments provided for hereunder shall be made on an annual basis at the beginning of each fiscal year (July 1st through June 30th) of the City. The City will pay \$1,944.00 for the four quarter average of each Qualified Employment Position (QEP) that is listed on the Company's or temporary employment agencies state of Arizona Income Tax and Unemployment Insurance Quarterly Report for the prior four quarters of employment or the then-existing baseline year. For each twelve month period thereafter, the QEP increase over the prior twelve month period will be the QEP used to calculate the payment. The Company shall complete a payment request form provided by the City and shall provide any supporting documents requested by the City to document the Company's number of QEP's eligible for payments hereunder. ¹

For Example, should the Company have the following QEP's listed on their Quarterly State of Arizona Income Tax and Unemployment Insurance report in the baseline year of 50 in the 1st quarter, 75 in the 2nd quarter, 100 in the 3rd quarter, and 100 in the 4th

quarter, then the payment would be calculated as follows: $50 + 75 + 100 + 100 = 325/4 = 81.25 \times \$1,944 = \$157,950.00$ (annual payment). The following year's payment would be the amount of the four quarter average over 81.25 QEPs. Thus, if in the second year the four quarter average QEP is 165.25, then the calculation would be $(165.25-81.25) 84.00 \times \$1,944$.

- d. Eligibility Requirements for Job Creation Payments. To be eligible for the payments provided in Section 6, all of the following conditions must be met for each Qualified Employment Position (QEP) for which the Job Creation Payment is being sought: (i) QEP must be a full time position with the Company (Company can be employing one or more employees in that position) with the company paying 125% of the applicable state of Arizona Median Wage (currently \$41,133 annually) for each QEP, not including overtime pay or bonuses; and (ii) Employees at the Goodyear Facility must be offered health insurance through the Company, with the Company paying at least sixty-five percent (65%) of the premium costs. In the event that the national health care system becomes a single payer system, Section (d)(ii) above shall not apply.
- 7. Minimum Employment. Notwithstanding the other provisions of this Agreement, in consideration for the job funding provided in this Agreement in Section 6 Andersen will cumulatively hire and/or employ four hundred fifteen (415) full time employees at the Goodyear Facility within sixty (60) months after obtaining a final Certificate of Occupancy for Phase I, and Andersen agrees to maintain an annual average of three hundred twenty five (325) full time QEP employees ("Minimum Employment") at the Goodyear Facility each twelve month period commencing with the fourth (4th) annual anniversary of issuance of the final certificate of occupancy. Andersen shall annually provide to Goodyear documentation that states the total number of employees who are employed at the Goodyear Facility each quarter.

Andersen agrees that all new employees at the Goodyear Facility who meet the following requirements will be counted towards the Minimum Employment figures in this section; (i) QEP employees must be employed by Andersen full-time; and (ii) full-time employees at the Goodyear Facility must be offered health insurance that is subsidized by Andersen, with Andersen paying at least sixty-five percent (65%) of the premium costs. At least 51% of full-time employees (employees working at least 36 hours per week) will be paid an annual salary/wage of at least \$41,133 per year and the remaining 49% of full-time employees will be paid an annual average salary/wage of at least \$31,200 per year, not including overtime or bonuses. New employees are defined as employees hired to work at the Goodyear Facility before or after the Effective Date of this Agreement.

Should Andersen not meet the Minimum Employment requirements, the City shall send a Notice of Non-Compliance to Andersen. Upon receipt of the Notice of Non-Compliance, Andersen shall have six (6) additional months to meet the Minimum Employment requirements at the Goodyear Facility. After the additional six (6) month period, should Andersen still not have met the Minimum Employment requirements, as the sole and exclusive remedy, Andersen shall be obligated to reimburse the City for Job Creation Payments paid by the City pursuant to the Schedule below. Should Andersen subsequently meet the Minimum Employment requirements threshold prior to the expiration of this Agreement, the City shall return to Andersen any funds previously returned to the City under this provision. In determining the portion of the incentives to be returned, if any, the City will consider all relevant circumstances including whether Andersen continues to maintain operations in the City and force majeure as described in Section 16. The City will make its determination upon concluding joint discussions with the Andersen. In the event Andersen breaches

any of the obligations under sections 4, 5, 6 or 7 of this Agreement, the City's sole and exclusive remedy is to require reimbursement of Job Creation Payments that were actually paid and documented by the City.

- a) If the Company does not cumulatively hire four hundred fifteen (415) full-time QEP employees within sixty-six (66) months after obtaining a final Certificate of Occupancy for the entire Phase I or maintain an annual average of three hundred twenty five (325) full-time QEP employees for the twelve month period ending on such sixty-sixth (66th) month, the Company shall be obligated to return 25% of the Job Creation Payments received from the City;
- b) If the Company does not cumulatively hire four hundred fifteen (415) full-time QEP employees within seventy-two (72) months after obtaining a final Certificate of Occupancy for the entire Phase I or maintain an annual average of three hundred twenty five (325) full-time QEP employees for the twelve month period ending on such seventy-second (72nd) month, the Company shall be obligated to return 50% of the Job Creation Payments received from the City;
- c) If the Company does not cumulatively hire four hundred fifteen (415) full-time QEP employees within seventy-eight (78) months after obtaining a final Certificate of Occupancy for the entire Phase I or maintain an annual average of three hundred twenty five (325) full-time QEP employees for the twelve month period ending on such seventy-eighth (78th) month, the Company shall be obligated to return 75% of the Job Creation Payments received from the City; and
- d) If the Company does not cumulatively hire four hundred fifteen (415) full-time QEP employees within eighty-four (84) months after obtaining a final Certificate of Occupancy for the entire Phase I or maintain an annual average of three hundred twenty five (325) full-time QEP employees for the twelve month period ending on such eighty-fourth (84th) month, the Company shall be obligated to return 100% of the Job Creation Payments received from the City.

However, if Andersen has to pay back a portion of the Job Creation Payments for Phase I as set forth above, then those reimbursements can be advanced back to Andersen if (i) Andersen meets the requirements under Section 6 for Phase I at any time thereafter during the Term of this Agreement, (ii) for Phase II if Andersen elects to construct Phase II of the Goodyear Facility and Andersen meets the requirements under this Section 6 for Phase II of the Goodyear Facility.

8. Development Process Assistance. With regard to plan review and permit fees (collectively "Plan Fees"), the City agrees to waive (i) 75% of all non-expedited Plan Fees up to a maximum of \$1,729,862.00 for non-expedited fees and (ii) 100% of expedited Plan Fees up to a maximum of \$849,464.00 for expedited fees for a total of \$2,579,326.00 Plan Fees waived for Phase I and Phase II (collectively "Maximum Fee Waiver Benefit"), from the date of the Effective Date of this agreement related to the Goodyear Facility. The City will also process tenant improvement and ground up construction plans on an expedited basis if requested by Andersen for the Goodyear Facility. To the extent that Andersen paid (or had third parties pay on its behalf) any Plan Fees to the City prior to the Effective Date of this Agreement, the City agrees to reimburse 75% of such non-

expedited Plan Fees and 100% of such expedited Plan Fees to Andersen or a third party beneficiary designated by Andersen in a written notice to the City within six (6) months of the Effective Date of this Agreement. The City shall account for, and provide documentation to Andersen that expressly identifies the specific sums of fees waived.

Should Andersen not open the Goodyear Facility for business operations within twelve (12) months of the issuance of a final Certificate of Occupancy, or operate the Goodyear Facility for at least twenty-four (24) months prior to the expiration of this Agreement, then Andersen shall reimburse the City for the cost of Plan Fees that were waived pursuant to this provision such reimbursement will be the City's sole and exclusive remedy for breach of the Company's obligations under section 8 of this Agreement.

Andersen will be required to begin construction on Phase II of the project within six (6) years of the Effective Date of this Agreement to be eligible for Phase II job creating funding, providing there is a remaining balance of the \$875,000.00 Maximum Job Funding Benefit that was not paid to Andersen for Phase I of the Goodyear Facility. Andersen will also be eligible for the Phase II portion of plan review and permit fee waivers, including expedited fees, if construction on Phase II begins within six (6) years of the Effective Date of this Agreement providing there is a remaining balance of the \$2,579,326.00 Maximum Fee Waiver Benefit.

- 9. <u>Minimum Capital Investment</u>. As a term of this Agreement, Andersen agrees to make a "Minimum Capital Investment" of at least \$105,000,000 in constructing Phase I of the Goodyear Facility within four (4) years after the Effective Date of this Agreement. The Minimum Capital Investment includes costs incurred by Andersen for purchase of the real property, constructing a new approximately 546,000 square foot building, developing the site (including constructing drive aisles, sidewalks and parking), tenant improvements build-out, as well as fixturing and equipping the building and property for the Goodyear Facility.
- 10. <u>Utility Billing Disclosure</u>. Andersen will provide to the City of Goodyear annual documentation of Arizona Public Service (APS) electric utility costs.
- 11. <u>Foreign Trade Zone</u>. The City agrees to assist and support the activation of a Foreign Trade Zone ("<u>FTZ</u>") at the location of the Goodyear Facility. Andersen acknowledges that the City makes no guarantees as to the ultimate activation of this site as an FTZ, nor is the City obligated or required to expend or allocate any City funds towards the activation of an FTZ at this site.
- 12. <u>Incorporation of Exhibits</u>. All exhibits attached hereto and referred to in this Agreement are incorporated herein by this reference and made a part of this Agreement.
- 13. <u>Entire Agreement</u>. This Agreement, including any exhibits attached hereto, constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations, negotiations, and understanding of the Parties, oral or written, are hereby superseded and merged herein.
- 14. <u>Amendment of the Agreement</u>. This Agreement may be amended or cancelled, in whole or in part, only by a written agreement or amendment fully executed by the Parties.

- 15. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties. No person other than the Parties has any right of action based upon any provision of this Agreement.
- 16. <u>Force Majeure</u>. The deadlines contemplated in this Agreement shall be extended if the delay is caused by an act of God, adverse weather conditions, casualty, third party malicious mischief, moratoriums imposed by any governmental entity, unreasonable delays by governmental authorities, civil or military disturbance, war, or other events that are not reasonably foreseeable and not within the reasonable control of Andersen. The amount of such extension shall be determined by the City after consultation with Andersen.
- 17. Cooperation and Further Acts. The Parties shall act reasonably with respect to any and all matters that require either Party to review, consent or approve any act or matter hereunder. Each of the Parties shall promptly and expeditiously execute and deliver any and all documents and perform any and all acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.
- 18. Representation of Counsel. The City and Andersen acknowledge that they were each represented by counsel in connection with the drafting of this Agreement, that each of them and their respective counsel reviewed and revised this Agreement, that each of them and their respective counsel have independently reached their own conclusions as to the enforceability of this Agreement, that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement and that the language in all parts of this Agreement shall in all cases be construed as a whole and in accordance with its fair meaning.
- 19. <u>Governing Law</u>. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the substantive laws of the State of Arizona (without reference to conflict of law principles).
- 20. <u>Venue</u>. Any action arising from this Agreement, which includes by way of example, but not limitation, any action to enforce or interpret any provision of this Agreement, shall be commenced and maintained in a court of competent jurisdiction located within Maricopa County, Arizona, and the Parties hereby irrevocably waive any right to object to such venue.
- 21. <u>Severability</u>. Any provision of this Agreement that is declared void or unenforceable shall be severed from this Agreement, and the remainder of this Agreement shall otherwise remain in full force and effect.
- 22. <u>Mediation</u>. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through the impasse process, the Parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) days, either Party may request the presiding judge of the Superior Court of Maricopa County to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.

- 23. <u>Waiver</u>. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.
- 24. <u>Attorneys' Fees and Costs.</u> If either Party brings a legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party will be entitled to reasonable attorneys' fees and court costs.
- 25. No Personal Liability. No member, shareholder, partner, owner, manager, officer, director, representative, agent, official, or employee of the City or Andersen shall be personally monetarily liable to the other party, or any successor or assignee, (a) in the event of any default or breach by any Party, (b) for any amount which may become due to such Party or its successor or assign, or (c) pursuant to any obligation of any Party under the terms of this Agreement.
- 26. <u>Conflict of Interest</u>. Pursuant to Arizona law, rules, and regulations, no member, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. This Agreement is subject to, and may be terminated by the City, in accordance with the provisions of A.R.S. § 38-511.
- 27. <u>Authority</u>. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Andersen represents and warrants that they are duly formed and validly existing under the laws of the State of Florida and that they are duly qualified to do business in the State of Arizona and is in good standing under applicable state laws. Andersen and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each individual is signing.
- 28. <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from the counterparts and the signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.
- 29. <u>Notices</u>. All notices and communications provided for herein, or given in connection with this Agreement, shall be validly made if in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

The City:	City of Goodyear Attn: City Manager 190 N. Litchfield Rd. P.O. Box 5100 Goodyear, Arizona 85358 and City of Goodyear Attn: City Attorney 190 N. Litchfield Rd. P.O. Box 5100 Goodyear, Arizona 85325
To Andersen:	If by mail: Andersen Regional Manufacturing, Inc. 100 4 th Avenue North Bayport, MN 55003 Attention: Director, Real Estate Services With a copy to: Andersen Regional Manufacturing, Inc. 100 4 th Avenue North Bayport, MN 55003 Attention: Chief Legal Officer If by personal service or overnight courier: Andersen Regional Manufacturing, Inc. 5909 Omaha Avenue Oak Park Heights, MN 55082 Attention: Director, Real Estate Services With a copy to: Andersen Regional Manufacturing. Inc. 5909 Omaha Avenue Oak Park Heights, MN 55082 Attention: Chief Legal Officer

Notice of address may be changed by either Party by giving notice to the other Party in writing of a change of address. Such change will be deemed to be effective five days after date the written notice of change of address is personally delivered to the other Party or as of the seventh business day after mailing the written notice of change of address to the other Party by registered or certified United States Postal Service mail, return receipt requested, postage prepaid.

30.	Date of Performance. If the date of performance of any obligation or the last day of any time period
	provided for herein should fall on a Saturday, Sunday or legal holiday, then said obligation shall be
	due and owing, and said time period shall expire, on the first day thereafter which is not a Saturday,
	Sunday or legal holiday.

[signature page follows]

In WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as follows:

ANDERSEN REGIONAL MANUFACTURING, INC. Its: STATE OF Minnesota) ss.

COUNTY OF Washington)

On this A7th day of August, 2018, before me, personally appeared Alan Besnick, the of ANDERSEN REGIONAL MANUFACTURING, INC., a Wisconsin corporation, and he, in such capacity, being authorized to do so, executed the formalise instrument on health of such corporation for the purposes contained therein foregoing instrument on behalf of such corporation, for the purposes contained therein. IN WITNESS WHEREOF, I hereunto set my hand and official seal. Kattlean MBechn Notary Public

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My Commission Expires: 1-31-20

KATHLEEN M. BECHER Notary Public My Commission Expires Jan. 31, 2020

NOTARY SEAL:

	CITY		
	CITY OF GOODYEAR, an Arizona municipal corporation		
	By: Julie Arendall Its: City Manager		
STATE OF ARIZONA)) ss.			
COUNTY OF MARICOPA)			
On this day of, 2018, before me, personally appeared Julie Arendall, the City Manager of the City of Goodyear, an Arizona municipal corporation, and he, in such capacity, being authorized to do so, executed the foregoing instrument on behalf of the City of Goodyear for the purposes contained therein.			
IN WITNESS WHEREOF, I hereunto set my hand and official seal.			
	Notary Public		
NOTARY SEAL:			
ATTEST:	APPROVED AS TO FORM		

City Attorney

City Clerk

Exhibit I

