

SETTLEMENT / LEASE PROPOSAL

Lincoln Civic Auditorium

This LEASE is entered into by and between the CITY OF LINCOLN, a municipal corporation ("Lessor"), and LINCOLN THEATRE COMPANY, a California nonprofit corporation ("Lessee"), and is effective _____, 2020. Lessor and Lessee are collectively referred to herein as "Parties," and individually as "Party."

RECITALS

the City of Lincoln ("Lessor") and the Lincoln Theatre Company ("Lessee") enter into this Lease to resolve all issues between them attributable to City's termination of the 2015 License Agreement (as amended in 2015 and 2018) and to create and foster a mutually satisfactory long term relationship between the City and the Lincoln Theatre Company for the benefit of the City residents.

Lessor is the owner of the building known as the Civic Auditorium, an historic building located at 511 Fifth Street, Lincoln, California 95648 (the "Property").

Lessee is 501(C)(3) nonprofit performing arts organization engaged in the presentation of theatrical events including plays, musicals, concerts, recitals, motion pictures, and other forms of entertainment events and performing arts educational programs.

NOW, THEREFORE, the Parties hereto agree as follows:

1. AGREEMENT

Lessor is the owner of the Property which Lessee desires to use and manage. Lessor hereby agrees to Lease the Property to Lessee for Lessee's use and management for permitted purposes, including plays, musicals, concerts, recitals, motion pictures, and other forms of entertainment events collectively referred to in this Lease as "theatrical events" subject to the terms and conditions described herein.

2. REPRESENTATIONS AND WARRANTIES

Lessor represents and warrants to Lessee that: (a) Lessor has full right, power, and authority to execute this Lease; (b) Lessor has good and unencumbered title to the Lease Area free and clear of any liens that will interfere with Lessee's right to use the Lease Area.

Lessee represents and warrants that it has studied and inspected the Lease Area and accepts the same "AS IS" without any express or implied warranties of any kind, including any warranties or representations by Lessor as to its condition or fitness for any use.

4. LEASE AREA

The Lease area ("Lease Area") includes both the first and second floors of the Civic Auditorium Property, located at 511 Fifth Street, Lincoln, California 95648. However the second floor shall be used only by the Lessee until completion of asbestos remediation and only as is consistent with the Americans with Disabilities Act.

5. TERM OF LEASE

The term of this Lease shall run for a ten year period effective September 1, 2020 through August 31, 2030. This Lease thereafter be extended for additional five year periods unless notice of termination is given by either party not later than April 31st of the year prior to termination. By way of example, either party may give notice of termination as of August 31, 2030 by giving notice to the other party not later than April 31, 2029.

6. PAYMENT

6.1. Rent – Lessee shall pay to Lessor an annual rent of one dollar (\$1.00) per year beginning on the effective date of this lease and payable on each anniversary date of this Lease.

6.2 Utilities - For the purposes of this section, the term “utilities charges” shall refer to regular billing for electricity, water, trash and sewer charges billed to 511 Fifth Street, Lincoln, California. Daily charges shall be determined by dividing the total utilities charge for any given month by the number of days in that month. Lessee shall be responsible for utilities charges for each day that Lessee occupies the premises for at least one hour.

6.2.1 On any day for which the Lessee would be responsible for utilities charges during which another user occupies the premises, the daily electrical utilities charges shall be split between Lessee and the other user on a prorated basis.

6.3 It shall be the responsibility of the Lessee and the Lessor to update the calendar referred to in Section 7 herein within one week of the conclusion of each month. The calendar as updated shall reflect the actual occupancy of the Lessee and others for that month and shall form the basis for invoicing utilities charges.

6.3.1 Charges shall be invoiced to Lessee on a monthly basis not later than 15 days following the close of each month. The invoice shall include a copy of the utility bill(s) for the applicable month and shall be paid by Lessee by the end of the month in which it is presented.

6.4 As of the effective date of this Lease, Lessee has a credit of thirty-five thousand dollars (\$35,000) to be applied to its payments under section 6.2 hereof at the rate of five thousand dollars (\$5000) per year until the full credit is exhausted. Should this Lease terminated for any reason prior to the full exhaustion of this credit, any balance shall be immediately due and payable to Lessee. Application of this credit shall be in full settlement of all outstanding claims by Lessee under the 2015 License Agreement (as amended in 2015 and 2018) between Lessee and the Lessor. Upon full satisfaction of twenty-five thousand dollars (\$25,000) of such credit, Lessee shall transfer ownership of the Ascension portable wheelchair lift to the Lessor.*

7. USE OF PROPERTY

7.1 Lessee will use the Lease area for theatrical events whether produced directly by Lessee or by another theatrical event organization or promoter through a contract with Lessee (provided such other theatrical event organization or promoter must meet the liability insurance requirements set forth in article 13).

* Section 6.4 has been designed in recognition of the Lessor's current financial challenges. \$25,000 of the section 6.4 credit is for purchase of the Ascension Portable Lift; \$10,000 is attributable to reinstallation of equipment removed at the Lessor's direction.

7.1.1 Theatrical events include associated rehearsals, set building, tech time, performance time, and moving in/out time associated with each event; classes for instruction in performing arts including acting, dancing, and singing; and organizational meetings and fundraising events.

7.2 Use for any event other theatrical events shall be contracted with the Lessor Public Services Department for direct rental from the Lessor. Lessee shall use its best efforts to direct non-theatrical event users to the Public Services Department.

7.3 Lessee and Lessor shall create and maintain a shared calendar containing the scheduled and actual days and times of use by Lessee, the Lessor and other users as reserved with the Lessor. Once each year, the Lessee and the Lessor will create an annual calendar of events for the following September 1 through August 31 according to the following process:

7.3.1 By March 31st of each year, Lessee will submit to Lessor Lessee's scheduled days and times of occupancy for Lessee's performance dates with two weeks for build in and tech preceding the start of each event. Lessee may use the Lease area for any of the uses set forth in section 7.1 and 7.1.1 above during its occupancy. For the first year of his lease, the due date for submission under this section shall be sixty (60) calendar days from the effective date.

7.3.1.1 Lessee will also designate as "tentative" its projected days and times of occupancy for audition dates, rehearsals and set building for each event. At the earliest date possible, Lessee will update the tentative days and times on the calendar to record them as actual scheduled days for auditions, rehearsals and set building based on the schedule as designated by the event artistic team. In the event the Lessor has scheduled an event on one or more of such days, Lessor will make a reasonable attempt to accommodate Lessee's need

7.3.2 Each year, and to be completed by April 30th, the Lessor will schedule its use of the Civic Auditorium for Lessor sponsored recreational programs or other Lessor events. To maximize sharing of the Civic Auditorium between Lessee and the Lessor, Lessee shall reasonably accommodate scheduling of the Lessor recreation program during Lessee's designated "tentative" days to the extent such will not interfere with Lessee's occupancy. Such days and times of Lessor use shall be entered into the shared calendar. For the first year of his lease, the due date for submission under this section shall be ninety (90) calendar days from the effective date.

7.4. After April 30th of each year, remaining days and times of occupancy are available to the Lessee, the Lessor and for the use of the community, including other theatrical event organizations or promoters. .

7.4.1 Events other than "theatrical events" shall be scheduled and contracted with the Lessor Public Works Department and entered on the shared calendar. Lessee agrees to cooperate with Lessor to reasonably accommodate scheduling of such events provided such events may not interfere with Lessee's previously calendared actual occupancy.

7.4.2 "Theatrical events" may be scheduled and contracted with the Lessee or with the Lessor as determined by the event organization or promoter.

7.4.2.1 Where the theatrical event promoter contracts with the Lessor, the event promoter may separately contract for use of Lessees' equipment as provided in section 8.7.

7.4.2.2 Where the theatrical event organization or promoter contracts directly with the Lessee, the Lessee's obligations under this lease shall be the same as if the event were produced by the Lessee.

7.5 Lessee shall have the opportunity to request partial use of previously scheduled Lessor days and times of occupancy as may be available from time to time for permitted uses described in section 7.1 and 7.1.1 above provided such uses do not interfere with any other previously scheduled use. Lessor agrees to cooperate with Lessee to reasonably accommodate scheduling such partial occupancy provided such occupancy may not interfere with previously scheduled occupancy.

8. CONSTRUCTION OF IMPROVEMENTS

8.1 Lessee shall be solely responsible for the design, financing and construction of any improvements it desires to make to the Civic Auditorium. All improvements must be approved by Lessor, as landowner, and Lessor has sole discretion to approve or disapprove improvements. Prior to commencement of construction, Lessee shall submit to Lessor any and all plans, designs, and specifications it has prepared for changes in the Lease Area. Prior to commencement of construction, Lessor shall review and approve, with or without conditions, any such plans, designs, and specifications, in its sole discretion. Obtaining all necessary building permits and Lessor shall waive payment of all permit fees.

8.2 The Lessor shall have the right to make improvements or alterations to the Civic Auditorium provided no such improvement or alteration shall interfere with the Lessees' ability to produce theatrical events or with events as scheduled. All Lessor improvements or alterations must be submitted for approval by Lessee as to plan and schedule, which will not be unreasonable denied.

8.2 All approved improvements and alterations in accordance with all applicable state and local statutes, ordinances, resolutions, and regulations. Lessee will ensure that Prevailing Wages are paid on all improvement projects, in accordance with California Labor Code, section 1770 and following.

8.3 Any subsequent changes or alterations in the plans must be submitted to the other party for its review and approval, which it may approve or disapprove in its sole discretion. Lessee and Lessor shall diligently pursue to completion the approved plans, designs, and specifications.

8.4 All improvements constructed by Lessee as a result of this Lease and permanently attached to the building (i.e. "tenant improvements") shall become the property of Lessor at the termination of this Lease or any extensions hereof. This includes, by way of example, and not as a limitation, wall and ceiling coverings, attached support structures, internal wiring for lights and speakers, window treatments, stage curtains, and lighting affixed to the building. This section is understood to include all such improvements made by Lessee during its occupancy under the preceding 2015 License Agreement (including 2015 and 2018 Amendments) between the Lessor and Lessee.

8.6 Personal property that is not permanently affixed to the building and that is acquired or installed in the Civic Auditorium by Lessee during the term of this Lease shall

remain the property of Lessee and may be removed from the Lease Area. This includes, by way of example, and not as a limitation, non-affixed theatrical lighting instruments, control boards and electronics, external cabling and moveable support structures (although braced to the building for safety purposes), theatrical sound equipment including speakers, mixers, amplifiers, sound boards not affixed to the structure, scenery elements, props, and costumes. Lessee's personal property shall be maintained by Lessee at its sole expense.

8.7 Use of property belonging to Lessee by other Civic Auditorium users requires the approval of Lessee under conditions determined by Lessee as to approval of operators, cost of rental, supervision of users and responsibility for damage.

8.8 At the end of the lease period, or any renewal thereof, the Lessor shall be given first right of refusal to purchase any personal property prior to its removal at a price to be agreed upon by Lessor and Lessee. The parties are under no obligation to reach agreement on the price, and if a price for the purchase of the personal property is not agreed upon between Lessor and Lessee, Lessee shall be under no obligation to sell the personal property to the Lessor.

9. OBLIGATIONS OF LESSEE

9.1 Lessee shall produce as its own programming not less than four events per year totaling not less than 36 performances. Lessee may schedule such other events of its own programming consistent with section 7.1 and 7.1.1.

9.2 Lessee shall market the availability of the Civic Auditorium to the performing arts community and the community to promote the use of the Civic Auditorium for community and theatrical events. Such marketing shall promote both direct rental from the Lessor as well as co-production by Licensee.

9.3 Lessee will maintain membership in the Downtown Lincoln Association and the Lincoln Chamber of Commerce to encourage and support activities for the benefit of the downtown area. Such activities are to include offers to sponsor or co-market Lessee's events with restaurants and other appropriate businesses, advertising opportunities for businesses in Lessee's programs and promotions, and to otherwise create synergistic relationships for the economic benefit to all Parties.

9.3 Lessee is solely responsible for its operating and programming costs.

9.4 Lessee shall provide satisfactory evidence of insurance coverage prior to using the Leased Area.

9.5 Lessee will be responsible for the agreed cost of janitorial services it requests in connection with Lessees' events or those theatrical events contracted through Lessee.

9.6 Lessee shall make an annual written report of its activities during December of each year. The Lessor may, at its expense, audit the Lessee's financial records once in any 12 month period.

10. OBLIGATIONS OF LESSOR

10.1 Lessor will assume responsibility for the Leased Area and its maintenance during its scheduled days of occupancy and for the maintenance following completion of any event contracted directly with Lessor. Lessor will require those with direct contracts to be responsible for cleaning following their periods of occupancy.

10.2 Lessor will provide janitorial services for the Civic Auditorium, billing Lessee for the agreed cost of such services as are requested by Lessee in connection with its events or those theatrical event contracted with Lessee.

10.3 Lessor will maintain existing level of insurance for Lease Area.

10.4 Subject to the provisions of Article 9 (Lessee's Obligations) and except for damage caused by any negligent or intentional act or omission of Lessee (including Lessee's employees, suppliers, shippers, customers, or invitees) in which event Lessee (upon notice from Lessor to Lessee providing Lessee with reasonable time to make the repair) shall repair the damage at its sole expense, Lessor, at Lessor's expense, shall keep in good condition and repair the building's roof, foundations and exterior walls, structural condition of the interior bearing walls of the property and air-conditioning, electrical, heating, ventilating, mechanical and public plumbing systems as well as the parking lots, walkways, and driveways (collectively "Lessor's obligations"), in as good a condition as when Lessee took possession. Lessor and Lessee shall conduct a walkthrough at the commencement of this Lease to identify any maintenance or safety issues that would be considered the Lessor's obligation.

10.5 Lessor shall have no obligation to make repairs under this section until a reasonable time after receipt of written notice from Lessee of the need for such repairs. Lessee expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford Lessee the right to make repairs at Lessor's expense or to terminate this lease because of Lessor's failure to keep the property in good order, condition, and repair.

10.6 Lessor will cooperate with Lessee to identify potential sources of donor or grantor funding, and cooperate with Lessee in filing of grant applications, and join with Lessee as joint applicant or grantee when required by conditions of the grant and participate with Lessee upon request in fundraising efforts and events.

11. INDEMNITY

Lessee shall defend, indemnify, and hold harmless Lessor and Lessor's trustees, officers, employees, and agents, from and against, any and all claims, actions, liabilities, damages, losses, or obligations, including all costs, demands, expenses, and attorney's fees, arising out of Lessee's use of the Lease Area, including, without limitation: (a) any injury to or death of any person or damage to or destruction of any property occurring in or on the Lease Area, or any part therefore, (b) any default by Lessee in the observance or performance of any of the terms, covenants, or conditions of this Lease, or (c) the use, occupancy or condition of the Lease Area or Lessee's activities therein. Lessor shall in all instances, except for losses, damages, or claims resulting from the sole negligence of Lessor, be indemnified by Lessee against all such losses, damages, or claims regardless of whether the losses, damages, or claims are caused in part by Lessor. Lessor shall provide Lessee with prompt notice of any claim or instituted that may subject Lessee to liability under this section. Lessee's obligations hereunder survive the termination of this Lease or Lessee's activities in the Lease Area.

12. DUTY TO INSURE

Prior to the use of the Lease Area and for the duration of the term of this Lease, Lessee shall maintain the following insurance against liabilities arising out of Lessee's activities:

12.1 Minimum Scope of Insurance. Coverage shall be at least as broad as:

12.1.1 General Liability Insurance: Coverage sufficiently broad to include Comprehensive General Liability Insurance, Products and Completed Operation Liability, Broad Form Property Damage Liability, Contractual Liability, Personal Injury Liability, and liability for premises owned, leased or used.

12.1.2. Worker's Compensation as required by the Labor Code of the State of California, and Employers' Liability insurance, for any of Lessee's employees who will engage in Lease activities on the Property.

12.2 Minimum Limits of Insurance: The limits of coverage shall be no less than:

12.2.1 General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

12.2.2 Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.

12.3 Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

12.3.1 General Liability Coverage:

13.3.1.1 The Lessor, its officials, employees, and volunteers are to be covered as additional insureds, and the coverage shall contain no special limitations on the scope of the protection afforded to the Lessor, its officials, employees, or volunteers.

12.3.1.2 The insurance coverage required herein shall be primary insurance as respects the Lessor, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the Lessor, its officials, employees, or volunteers shall be in excess of the insurance required herein and shall not contribute with it.

12.3.1.3 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Lessor, its officials, employees, or volunteers.

12.3.1.4 Coverage shall state that the insurance required herein shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

12.3.2 All Coverages: Each insurance policy required by this Lease shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Lessor.

12.3.2.1 Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

12.3.2.2 Verification of Coverage: Prior to the commencement of any construction or improvements approved pursuant to section 10, above, Lessee shall furnish the Lessor with certificates of insurance and with original endorsements affecting the coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf.

13. COMPLIANCE WITH ALL LAWS

Lessee is solely responsible for obtaining all necessary or desired licenses and permits required by Lessor and/or the State of California, and/or any other applicable public agency to operate its intended purpose.

Lessee is solely responsible for all construction and improvements, additions and alterations made by Lessee and to ensure such construction or improvements comply with the requirements of the Americans with Disabilities Act (ADA) and all other applicable federal, state, and local anti-discrimination laws.

14. ASSIGNMENT OF AGREEMENT

Assignment of this Lease is not permitted without the written consent of Lessor, which it may withhold or grant in its sole and absolute discretion.

15. LEGAL TITLE; NO JOINT VENTURE

Legal title to the Property shall remain vested in Lessor, its successors, or assigns. Lessee may not record any instrument concerning or affecting the Property without Lessor's prior written consent, which Lessor may withhold in its sole and absolute discretion. The Parties agree that nothing in this Lease shall be construed or interpreted to form a joint venture or partnership between the Parties.

16. ENTRY AND INSPECTION

Lessor or its agents may, at any time, enter into and upon the Property for the purpose of inspecting the same.

17. SUCCESSORS

Except as set forth herein, Lessor and Lessee, respectively, bind themselves, their partners, officers, successors, assigns, and legal representatives to the other Party to this Lease with respect to the terms of this Lease.

18. WRITTEN NOTICE

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or sent by electronic facsimile and shall be deemed received upon the earlier of (a) if personally delivered, the date of delivery to the address of the person to receive such notice, (b) if mailed, two (2) days after the date of posting by the United States Post Office, or (c) if given by electronic facsimile, when received by the other party.

TO LESSOR: CITY OF LINCOLN
Attn: CITY MANAGER
600 Sixth Street
Lincoln, CA 95648
Telephone: (916) 434-2490

TO LESSEE: Lincoln Theatre Company
Attn: PRESIDENT
2351 Walden View Lane
Lincoln, CA 95648
Telephone: (916) 409-7030

Notice of change of address shall be given by written notice in the manner described in this section.

19. DEFAULTS

19.1 Tenant's Default-Definition: The occurrence of any of the following shall constitute default by Tenant;

- a. Failure to pay rent or utilities charges when due.
- b. Failure to perform any other provision of this lease, if the failure to perform is not cured within thirty (30) days after written notice thereof is given by Lessor or Tenant; if the default cannot reasonably be cured within thirty (30) days, Tenant shall not be in default if Tenant commences to cure the default within the thirty (30) day period and diligently continues to cure the default.

19.2 Nature of Notice: Notices given under Paragraph 19 below shall specify the alleged default and the applicable lease provisions, and shall demand that Tenant remedy the default with the applicable period of time.

19.3 Tenant's Default-Remedies: In the event of any uncured default by Tenant, Lessor shall be entitled to any and all remedies provided under applicable law.

19.4 Lessor's Default-Definition: Lessor shall be in default of this lease if it fails or refuses to perform any provision of the lease it is obligated to perform, if such failure or refusal is not cured within thirty (30) days after written notice thereof is given by Tenant to Lessor. If the default cannot reasonably be cured within thirty (30) days, Lessor shall not be in default of this lease if Lessor commences to cure the default within the thirty (30) day period and diligently continues to cure the default.

19.5 Lessor's Default-Remedies: Tenant may, if Lessor does not cure a default pursuant to Paragraph 17.4 above and in addition to any remedies which Tenant has under applicable law, cure the default at Lessor's expense. If Tenant pays any sum because of Lessor's default, such sum shall be payable upon five (5) days written notice (with support in documentation). If Lessor fails to reimburse Tenant as required by this Paragraph 17.5, Tenant shall have the right to withhold from future rent or utilities payments the sum owed Tenant, until Tenant is reimbursed in full for the sum plus interest.

20. WAIVER

No waiver by Lessor or the Lessee of the default or breach of any term, covenant, or condition hereof by the other Party shall be deemed a waiver of any other term, covenant, or condition hereof, or of any subsequent default or breach of the same or of any other term, covenant, or condition hereof. Either party's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of such party's consent to, or approval of, any subsequent or similar act, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

21. DUTY TO VACATE UPON TERMINATION

Upon termination of this Lease, Lessee shall, at its sole expense, remove all property belonging to Lessee as soon as reasonably possible, subject to the provision of section 8. If Lessee has not removed all personal property within fourteen (14) days of the termination of this Lease, Lessee shall pay fair market value for rental of the premises for each day Lessee's personal property remains in the Lease area.

22. SALE OF CIVIC AUDITORIUM

Lessor may sell the Civic Auditorium Property at any time at its discretion, and this Lease shall automatically transfer to the new owner. Lessor shall notify Lessee of its intent to offer the Civic Auditorium for sale at least ninety (90) days prior to making such offer and to offer Lessee first right of refusal to purchase the Civic Auditorium Property at not more than the market rate price.

23. CONCURRENT REMEDIES

25.1 No right or remedy herein conferred upon or reserved to Parties is exclusive of any other right or remedy herein or by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise, and may be enforced concurrently therewith or from time to time.

25.2 This Lease shall be governed and interpreted under the laws of the State of California. In the event claims or disputes arise out of this Lease, the parties shall endeavor to resolve such claims or disputes through face-to-face discussion. Thereafter either party may bring the matter before a member of, and under the commercial rules of, the American Arbitration Association. The arbitration will be binding on both parties. The arbitrator may require the losing party to pay the costs and reasonable attorney fees of the prevailing party. Judgment upon such arbitration award may be entered by any court of competent jurisdiction.

24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Lease shall be deemed to be inserted and this Lease shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party the Lease shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject, which are in effect as of the date of this Lease, and any later changes that do not materially and substantially alter the positions of the Parties.

25. SEVERABILITY

Should any provision of this Lease be declared or determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the

remaining parts, terms, or provisions shall not be affected thereby, and said illegal, unenforceable, or invalid part, term, or provision shall be deemed not to be a part of this Lease.

26. ENTIRE AGREEMENT

This Lease represents the entire agreement between Lessor and Lessee and supersedes all prior negotiations, representations, or agreements, either written or oral. This Lease may be amended or modified only by an agreement in writing, signed by both Lessor and Lessee.

Executed at Lincoln, California, by:

For the City

For the Lessee

_____ City Manager

_____ President

_____ Date

_____ Date

Approved as to content

_____ City Attorney

_____ Date