

1 COMMUNITY SERVICES AGREEMENT

2 **34443**

3 THIS COMMUNITY SERVICES AGREEMENT (this "Agreement") is made
4 and entered into on November 1, 2016, pursuant to a minute order adopted by the City
5 Council of the City of Long Beach at its meeting on September 1, 2015, by and between
6 the CITY OF LONG BEACH (the "City") and WEBER METALS, INC., a member of the
7 Otto Fuchs Group (the "Company"). The City and Company are each a "Party" to this
8 Agreement and are collectively referred to herein as the "Parties".

9 **RECITALS**

10 WHEREAS, the California Legislature has established the California Capital
11 Investment Incentive Program ("CIIP") by enacting California Government Code Section
12 51298 et seq. as in effect on the date of this Agreement (the "Code") to provide local
13 governments with opportunities to attract large manufacturing facilities to invest in their
14 communities and to encourage high technology (and other) industries to locate and invest
15 in those facilities in California; and

16 WHEREAS, Company wishes to expand and/or modify its Long Beach,
17 California manufacturing facility for the construction of a new 60,000-ton hydraulic forging
18 press which will manufacture the largest parts used on modern aircraft and, in support
19 thereof, to invest in that facility, including investments in real and personal property,
20 necessary for the full and normal operation of that facility, in an estimated amount of Two
21 Hundred and Ninety-Five Million Dollars (\$295,000,000) (the "QMF"); and

22 WHEREAS, it is anticipated that Company's expansion will provide a
23 positive economic impact on the City and its residents; and

24 WHEREAS, the property on which the QMF is to be located is within the
25 North Long Beach Redevelopment Project Area, as amended, within the City of Long
26 Beach, County of Los Angeles, which was administered by the former Redevelopment
27 Agency of the City of Long Beach; and

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CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 D. Company shall remit a community services fee (the "Fee") to
2 the City for each fiscal year during the Payment Term in an amount equal to
3 twenty-five percent (25%) of the CIIP payment calculated for Company for that
4 fiscal year, except that in no fiscal year shall the amount of the Fee exceed Two
5 Million Dollars (\$2,000,000). Payment of the Fee by Company to the City shall be
6 implemented by retention of the Fee by the City from each CIIP payment to
7 Company, in accordance with the provisions of Exhibit "A", Timelines and
8 Procedures Governing Community Services Fee Administration. Exhibit "A" to this
9 Agreement is incorporated by reference into this Agreement and shall govern the
10 administration of the Fee payments to the City as required by Section 51298(d) of
11 the Code;

12 E. Company shall create jobs at the QMF with the incremental
13 compensation levels set forth in the "Jobs Creation Plan" described in Exhibit "B"
14 (hereby incorporated by reference into this Agreement), and which otherwise
15 satisfy the health benefits and average weekly wage requirements of Section
16 51298(d)(5) of the Code;

17 F. Company shall be and remain in good standing and qualified
18 to do business in California, all in accordance with applicable California law, and
19 shall remain qualified, in good standing and in compliance with all California laws
20 (including but not limited to the Code) applicable to the QMF throughout the
21 Payment Term; and

22 G. Company shall have full legal authority to consummate, and
23 shall not be prohibited from consummating, the transactions contemplated by this
24 Agreement and shall be in full compliance with any applicable law, agreement,
25 restriction, or order.

26 3. Required General Preconditions. Prior to the City making any CIIP
27 payment under this Agreement all of the events in the following subsections of this
28 Section 3 (collectively, the "General Preconditions") shall have occurred:

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- A. This Agreement is executed by both Parties;
- B. The QMF shall have been certified for occupancy, or if no certification is issued, shall have commenced operation;
- C. Company shall have invested at least One Hundred and Fifty Million Dollars (\$150,000,000) in real and personal property necessary for the full and normal operation of the QMF and certification to that effect shall have been issued pursuant to the Code;
- D. The QMF shall be located in the City of Long Beach;
- E. Company shall own or have entered into a long-term lease for the QMF; and
- F. The Job Creation Plan required by this Agreement shall have been created by Company satisfying the description and requirements therefore set forth in Section 51298(d)(5) of the Code, and Company shall have submitted reasonably satisfactory evidence thereof to the City Manager of the City.

4. Required Annual Contingencies for any City Obligation to Make a CIIP Payment. In any fiscal year, in the event all of the General Preconditions set forth in Section 3 have occurred, and in the event the following events in the following subsections of this Section 4 have occurred for such fiscal year, then and only then shall the City thereupon become obligated to make a CIIP payment to Company for that fiscal year:

- A. The QMF has been operated by Company during the fiscal year in compliance with this Agreement and the Code;
- B. Company has paid the Fee to the City for that fiscal year pursuant to this Agreement and the Code;
- C. Company has submitted by no later than May 1 of the fiscal year evidence reasonably satisfactory to the City Manager showing that Company has carried out the Job Creation Plan during the prior fiscal year and is diligently



1 implementing the Job Creation Plan during the current fiscal year as required by
2 this Agreement and the Code;

3 D. Company shall have neither sold nor transferred the real
4 property on which the QMF is located, nor assigned or allowed the assumption of
5 this Agreement, without the prior written approval of the City and the execution of
6 the assignment and assumption agreement required in accordance with Section
7 10 of this Agreement, which approval shall not be unreasonably withheld or
8 delayed;

9 E. The QMF has been operated during the fiscal year in the
10 manner and by a business of the kind required by the Code; and

11 F. Company has paid its property taxes for the QMF currently
12 and shall not be delinquent in the payment of such QMF property taxes.

13 5. No Debt of the City. THIS AGREEMENT CONSTITUTES A
14 CONDITIONAL OBLIGATION OF THE CITY IMPOSED BY GOVERNMENT CODE
15 SECTION 51298 ET SEQ. AND IMPLEMENTED BY THE RESOLUTION AND PAID
16 PURSUANT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS
17 AGREEMENT IS NOT A DEBT OF THE STATE OF CALIFORNIA OR ANY OF ITS
18 POLITICAL SUBDIVISIONS AND NEITHER THE STATE NOR ANY OF ITS POLITICAL
19 SUBDIVISIONS (EXCEPT THE CITY) IS LIABLE FOR PAYMENT HEREUNDER. THIS
20 AGREEMENT DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN
21 THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION OR RESTRICTION.

22 6. Annual Calculation of Any CIIP Payment. In consideration of
23 Company investing in and operating the QMF as described in the Recitals and the
24 economic benefit to the City and local community to be realized from that investment and
25 operation, and in the event in any fiscal year during the Payment Term the City becomes
26 obligated under the terms and conditions of this Agreement to make any annual CIIP
27 payment pursuant to this Agreement, the City shall make an annual CIIP payment to
28 Company for such fiscal year, in an amount calculated as follows:

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A. For purposes of calculating any CIIP payment under this Agreement, the Parties agree that the "Existing Assessed Valuation" of the property on which the QMF is to be located for any fiscal year shall be deemed to be the 2015 valuation of Six Million Five Hundred Seventy-Five Thousand and Seven Hundred and Nineteen Dollars (\$6,575,719), less any "Assessment Appeal Reduction" as determined by the Assessment Appeals Boards. For purposes of calculating any CIIP payment under this Agreement, the Parties agree that the "Assessment Appeal Reduction" shall mean the difference between the Existing Assessed Valuation of the property as of 2015 and the final determination by the Assessment Appeals Board in any current assessment appeal cases filed by Company.

B. For purposes of calculating any CIIP payment under this Agreement, the Parties agree that the "Increased Assessed Valuation" of the property on which the QMF is to be located for any fiscal year shall be deemed to be an amount equal to (x) the assessed valuation of the property on which the QMF is located on May 1 of that fiscal year, less (y) the sum of One Hundred Fifty Million Dollars (\$150,000,000) and (z) less the Existing Assessed Valuation.

C. The CIIP payment shall be an amount equal to (i) the amount of ad valorem property tax that would be derived by the City for the applicable fiscal year from taxation of the Increased Assessed Valuation of the property on which the QMF is located, subject to the Residual Limit set forth in the immediately following subsection D.

D. The CIIP payment shall be limited to the proportionate share of residual property tax the City derives from the QMF in each relevant fiscal year after payment of all approved Enforceable Obligations (as defined below) for that fiscal year, defined as follows: First, the proportionate share of residual property tax the City derives shall be calculated as a percentage by dividing the assessed value of the QMF by the total Increment Value of all former redevelopment project



1 areas in the City of Long Beach as shown on the rolls of the Los Angeles County
2 Tax Assessor for the relevant fiscal year; second, the percentage share derived in
3 the first step shall then be multiplied by the total amount of residual generated by
4 the Successor Agency to the Redevelopment Agency of the City of Long Beach for
5 the relevant fiscal year after payment of all approved Enforceable Obligations (as
6 defined below) for that fiscal year (the "Residual Limit"). Increment Value shall not
7 include the original frozen base value.

8 That amount shall then be multiplied by the City of Long Beach share
9 for the Tax Rate Area that the QMF resides, and then multiplied by seventy-five
10 percent (75%) to determine the CIIP payment. Should any former redevelopment
11 project area terminate according to AB 26x, AB 1484 and related statutes
12 (collectively, the "Dissolution Law"), then that project area will be removed from the
13 annual proportional calculation in all subsequent years.

14 In the event the North Long Beach Project Area is terminated under
15 Dissolution Law, the CIIP payment will be calculated outside of the Dissolution
16 process, and will be based on the City share of the one percent (1%) ad valorem
17 tax amount.

18 E. Notwithstanding any other provision of this Agreement, any
19 obligation of the City which may arise under this Agreement to make any CIIP
20 payment shall be subordinate to the legal obligations of Division 24 (Community
21 Development and Housing), Part 1.85 (Dissolution of Redevelopment Agencies
22 and Designation of Successor Agencies), Sections 34170 et seq. of the California
23 Health & Safety Code, as amended (the "Enforceable Obligations"), including but
24 not limited to the duties of the Auditor-Controller to allocate and pay such funds
25 pursuant to Section 34183 et seq. of the California Health & Safety Code.

26 7. Reporting; Ineligibility; Recapture; Waiver of Recapture; Adjustment
27 upon Reassessment.

28 A. Annual Reporting. Within one hundred twenty (120) calendar

1 days following the close of each calendar year, Company shall provide the City
2 with an annual report comparing the proposed Job Creation Plan, as defined
3 herein in Exhibit "B", with the actual performance on the QMF for the previous
4 fiscal year. This document shall serve as a potential basis of any recapture
5 claims.

6 B. Ineligibility. In any given year of the Payment Term Company
7 shall be ineligible to receive any portion of the CIIP payment for that fiscal year if:
8 (i) Company shall be delinquent in the payment to the City of any portion of the
9 Fee; (ii) Company shall construct the QMF in a manner materially different from
10 the facility as described in building permit application materials submitted to the
11 City; (iii) the requirements of Sections 3 and 4 are not fully satisfied for such fiscal
12 year; or (iv) the QMF no longer meets the definition and requirements set forth in
13 the Code. If Company becomes ineligible to receive any portion of that year's CIIP
14 payment during a fiscal year, the running of the number of consecutive fiscal years
15 in the Payment Term is not tolled during the period in which Company is ineligible.

16 C. Company's Right to Cure. If Company is deemed by the City
17 to be ineligible for any CIIP payment, or if any CIIP payment is subject to recapture
18 as provided in subsection D below, Company shall have ninety (90) calendar days
19 following receipt of written notice from the City of such alleged default, to rectify
20 the condition.

21 D. Recapture. If Company fails to operate the QMF as required
22 by this Agreement, the City may recapture any portion of the CIIP payments
23 theretofore made by the City, such recapture to be in an amount equal to the
24 lesser of the following (For purposes of this Agreement, "failure to operate a QMF
25 as required by this Agreement" includes but is not limited to the failure to establish
26 the number of jobs specified in the Jobs Creation Plan, attached at Exhibit "B"):

27 i. All CIIP payments theretofore provided to Company,
28 less all of the Fees theretofore received from Company, and less any



1 portion of CIIP payments previously recaptured; and

2 ii. The last annual CIIP payment amount provided to
3 Company, less the last annual Fee amount received from Company,
4 multiplied by forty percent (40%) of the number of fiscal years remaining in
5 the Payment Term, but not to exceed ten (10) years, and less the amount of
6 any portion of the CIIP payments previously recaptured.

7 E. Waiver of Recapture; Good Cause. If Company fails to
8 operate the QMF as required by this Agreement, the City may in its sole and
9 absolute discretion, upon a finding that good cause exists, waive any portion of the
10 recapture of any CIIP payments due under this Agreement. For purposes of this
11 Section, "good cause" shall include, but is not limited to, the following:

12 i. Company has assigned, sold or leased the QMF to a
13 person or entity who has entered into an agreement with the City to assume
14 all of the responsibilities of Company under this Agreement.

15 ii. The QMF has been rendered inoperable and beyond
16 repair as a result of an act of God, civil disorder, failure of power, riots,
17 insurrections, war, acts of terrorism, or any other causes, whether the kind
18 herein enumerated or otherwise, riot within the control of Company claiming
19 good cause, which restrict or interfere with the QMF's ability to timely
20 perform, and which by the exercise of reasonable due diligence, Company
21 would have been unable to prevent or overcome.

22 F. Adjustment for Reassessment. In the event Company
23 appeals the assessed value for any tax year not referred to above in Section 6.A,
24 and the amount of ad valorem QMF property tax is, upon final resolution of any
25 such appeal, revised downward, then the Parties shall recalculate the CIIP
26 payment for such tax year, and the CIIP payment and any Fee due to the City for
27 that tax year will be adjusted accordingly. At City's option, such adjustment shall
28 be implemented as a recapture or set-off against any CIIP payments payable to

1 Company in future fiscal years.

2 8. Costs and Expenses. Subject to the provisions of Section 9 below,
3 each Party agrees to pay its own costs incurred in connection with this Agreement,
4 including, but not limited to, all costs incurred for the preparation of any reports or
5 approvals for this Agreement or otherwise.

6 9. Indemnity. The Parties acknowledge and agree that the City has
7 made no assurance, representation, warranty or agreement that this Agreement
8 constitutes an enforceable obligation of the City, and Company releases and holds the
9 City and its officers, employees and contractors harmless from any claim in that regard.
10 Company agrees to indemnify, defend and hold harmless the City for any costs,
11 reasonable attorneys' fees, claims, or judgments incurred, asserted or entered, as
12 applicable, against the City and/or its officers, employees and contractors arising from
13 this Agreement, provided that the City and its officers, employees and contractors do not
14 challenge the legality or enforceability of this Agreement. Company shall have the right to
15 take over and manage the defense of any claim for which the City, its officers, employees
16 and contractors seek indemnification.

17 10. Assignment; Transfer. Company shall not assign or transfer this
18 Agreement or any of its rights hereunder without receipt of the prior written consent of the
19 City, which shall not be unreasonably withheld or delayed, and without the City approved
20 assignee or transferee entering into an Assignment and Assumption Agreement in form
21 and substance reasonably approved by the City, which provides for the assignee or
22 transferee assuming all of the obligations of Company under this Agreement.

23 11. Section Titles and Headings. The section titles and headings are for
24 convenience only and do not define or modify any of the terms and provisions hereof.

25 12. Waivers. Waiver of any of the obligations of any Party under this
26 Agreement will be effective only when in writing and acknowledged by the waiving Party.
27 No delay or omission to exercise any right or power by any Party shall be construed to be
28 a waiver. If any provision is waived by a Party, such waiver shall not be deemed to waive



1 any other provision.

2 13. Notices. All notices and consents required by or arising out of this
3 Agreement shall be in writing and, unless otherwise required by law or regulation, shall
4 be either (a) personally delivered, (b) sent by overnight courier, or (c) sent by United
5 States Postal Service certified mail, return receipt requested, addressed to the receiving
6 Party as described below:

7 To the City of Long Beach:

8 City of Long Beach
9 333 W. Ocean Blvd., 13th Floor
10 Long Beach, CA 90802
11 Attn: City Manager

12 To Company:

13 Vice President and CFO
14 Weber Metals, Inc.
15 P.O. Box 318
16 16706 Garfield Avenue
17 Paramount, CA 90723-5315

18 or to such other address as the receiving Party shall have most recently
19 forwarded to the sending Party pursuant to the provisions of this Section.

20 14. Counterparts. This Agreement may be executed in one or more
21 counterparts, any one of which need not contain the signatures of more than one Party,
22 but all such counterparts taken together will constitute one and the same instrument.

23 15. Entire Agreement; Amendment. This Agreement fully sets out the
24 complete agreement of the Parties and supersedes all prior and collateral
25 communications and agreements of the Parties relating to the subject matter. This
26 Agreement includes the Recitals and all exhibits attached hereto or referenced herein, all
27 of which are hereby incorporated by reference. This Agreement may be amended only by
28 a written modification executed by each of the Parties' duly authorized representatives.

 16. Governing Law; Venue. The governing law of this Agreement shall
be the law of the State of California applicable to contracts made and performed in



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1 California. In the event any litigation is brought by any Party arising from this Agreement,
2 such action shall be filed in the appropriate court located in the County of Los Angeles.

3 17. Cooperation. The Parties shall mutually cooperate in order to
4 effectuate the provisions of this Agreement, including without limitation cooperation in the
5 event of a challenge to the legality or enforceability of this Agreement.

6 18. Interpretation of Agreement Not Against Drafting Party. Each party
7 and their legal counsel have participated fully in the preparation of this Agreement. Any
8 rule of construction to the effect that ambiguities are to be resolved against the drafting
9 party shall not apply in interpreting this Agreement.

10 IN WITNESS WHEREOF, the Parties have duly executed and delivered this
11 Agreement as of the Effective Date.

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14 November 11, 2016

WEBER METALS, INC., a member of the
Otto Fuchs Group

By [Signature]
Name PAUL R DENNIS
Title CHIEF FINANCIAL OFFICER

15
16 _____, 2016

By _____
Name _____
Title _____

"Company"

CITY OF LONG BEACH, a municipal
corporation

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21 Nov. 18, 2016

By [Signature]
City Manager
Assistant City Manager

"City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

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24 This Agreement is approved as to form on November 16, 2016.

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26 CHARLES PARKIN, City Attorney
By [Signature]
Deputy

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

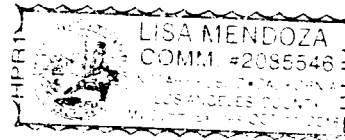
County of Los Angeles }

On Nov 11, 2016 before me, Lisa Mendoza, Notary Public
(Here insert name and title of the officer)

personally appeared Paul R. Dennis
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in his/her/their authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Community service agreement
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 12 Document Date 11/11/16

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer
C.F.O.
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

- This form complies with current California statutes regarding notary wording and if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment
 - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed
 - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public)
 - Print the name(s) of document signer(s) who personally appear at the time of notarization
 - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~ ~~she~~ ~~they~~ ~~is~~ ~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording
 - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
 - Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document
 - ❖ Indicate title or type of attached document, number of pages and date
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary)
 - Securely attach this document to the signed document with a staple

1 EXHIBIT A
2 TIMELINES AND PROCEDURES GOVERNING COMMUNITY SERVICES FEE
3 ADMINISTRATION
4

5 A. Timelines

6 1. Not Later Than ("NLT") May 1: Company submits evidence of its
7 compliance with the Job Creation Plan ("Plan") for that fiscal year.

8 2. NLT July 1: City shall notify Company of the Community Services Fee
9 ("Fee") due to Company for that fiscal year.

10 3. NLT September 1: City shall remit any Capital Investment Incentive
11 Program Payment ("Payment") due to Company pursuant to the terms of the Agreement
12 of which this is Exhibit A for the fiscal year ending the immediately previous June 30,
13 after deducting from the Payment and retaining as the property of the City the Fee due to
14 be paid to the City by Company for such fiscal year.

15 B. Delinquent Fee Remittance and Applicable Interest Rate for Late Payment

16 1. Remittance of the Fee to City by Company beyond the deadline referred to
17 in Step A(3) of this Exhibit shall include interest calculated on the principal owed at a rate
18 equal to City's Investment Pool interest rate for the same period of late payment.

19 C. Administrative Dispute Process for Fee Calculations

20 1. If Company disagrees with City's calculation of the Fee as stated in Step
21 A(2), Company shall provide written notice of its disagreement with the Fee amount, what
22 amount Company believes is appropriate, and the basis for that alternative Fee amount
23 to the City Manager of City or her/his designee ("City Manager"). Said notice and
24 information shall be presented to the City Manager within ten (10) calendar days of the
25 notification date of the contested Fee from City. The failure to timely present this written
26 notice and information shall be a waiver by Company of its right to exercise this
27 administrative appeal process.

28 2. The City Auditor shall review the Step C(1) documents and determine within

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CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Lona Beach, CA 90802-4664

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thirty (30) calendar days of the City Manager's receipt of the disputed Fee information and transmit to the City Manager its analysis and recommended Fee amount for review and consideration by the City Manager by the end of that period.

3. The City Manager shall issue an administrative determination on the appropriate Fee amount for that fiscal year, based upon a review of the information provided by Company and City Auditor to Company NLT thirty (30) calendar days after receipt of the Auditor analysis and recommendation(s). The City Manager's decision shall be a final administrative decision which must be filed in Superior Court or any agreed upon alternative dispute resolution process NLT ten (10) days after the notification date of Company by the City Manager if Company is not satisfied with the City Manager's determination.

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EXHIBIT B
JOB CREATION PLAN

<u>Fiscal Year</u>		<u>Cum. Number of Employees Hired For Forging Press For the Period</u>	<u>Payroll Growth</u>
2015	7/1/15 to 6/30/16	11	\$760,000
2016	7/1/16 to 6/30/17	23	\$1,500,000
2017	7/1/17 to 6/30/18	35	\$2,275,000
2018	7/1/18 to 6/30/19	45	\$2,295,000
2019	7/1/19 to 6/30/20	55	\$3,410,000
2020	7/1/20 to 6/30/21	64	\$3,970,000
2021	7/1/21 to 6/30/22	70	\$4,340,000
2022	7/1/22 to 6/30/23	70	\$4,410,000
2023	7/1/23 to 6/30/24	70	\$4,480,000
2024	7/1/24 to 6/30/25	70	\$4,550,000
2025	7/1/25 to 6/30/26	70	\$4,620,000
2026	7/1/26 to 6/30/27	70	\$4,690,000
2027	7/1/27 to 6/30/28	70	\$4,760,000
2028	7/1/28 to 6/30/29	70	\$4,830,000
2029	7/1/29 to 6/30/30	70	\$4,900,000

Cumulative Hires will be calculated as dded heads less erminated heads since the beginning date of 6-30-15. For reference, headcount, excluding leave of absence employees and interns, was 482 on 6-30-15. Payroll Growth will be calculated as the Annualized Pay of Hires less the Annualized Pay of Terminations based on the same beginning date. Annualized Pay will be based on the period end hourly wage (or at date of Termination) with the addition of Bonus Pay at the average rate for the most recent 12 months. Bonus Pay at Weber is a fundamental component of compensation for all



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Lona Beach, CA 90802-4664

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employees and is, therefore, included when Pay Rates are compared to "Minimum" rates defined in Section 51298(d)(5). Satisfaction of the Job Creation Plan requires both quantity of Jobs and increased Pay stipulations.

Description of Type of Jobs:

Jobs created will generally be of the following type:

- Forge Press Trainees and Operators
- Maintenance
- Engineers
- Plant Support
- Sales & Accounting
- Supervisor and Management

