

BILL NO. 23.94

ORDINANCE NO. 23.94

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH BALLPARKS NATIONAL LLC TO MANAGE THE HARDBALL FIELDS AT THE OSAGE BEACH CITY PARK AND ADJACENT CONCESSION STAND, THE "BALLFIELD COMPLEX" FOR A TERM TO COMMENCE FEBRUARY 1, 2024, AND CONCLUDE OCTOBER 31, 2024

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI, AS FOLLOWS:

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a contract from February 1, 2024, to October 31, 2024, with Ballparks National LLC., under substantially the same or similar terms and conditions as set forth in "Exhibit A".

Section 2. This Ordinance shall be in full force and effect from date of passage and approval by the Mayor.

READ FIRST TIME: December 21, 2023

EAD SECOND TIME: December 21, 2023

I hereby certify that the above Ordinance No. 23.94 was duly passed on December 21, 2023, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: 5 Nays: 0 Abstain: 0 Absent: 1

This Ordinance is hereby transmitted to the Mayor for his signature.

December 21, 2023
Date

Tara Berreth
Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury
Cole Bradbury, City Attorney

I hereby approve Ordinance No. 23.94.

December 21, 2023
Date

Michael Harrison
Michael Harrison, Mayor

ATTEST:

Tara Berreth
Tara Berreth, City Clerk



CITY OF OSAGE BEACH BALLPARK MANAGEMENT AGREEMENT

THIS BALLPARK MANAGEMENT AGREEMENT (the "Agreement") states the terms and conditions that govern the contractual relationship between the City of Osage Beach, Missouri ("**City**") and Ballparks National ("**Operator**"), on the following terms.

WHEREAS, the City of Osage Beach wishes to contract with Operator to manage the City's three hardball fields at Osage Beach City Park, as well as the adjacent concession stand (collectively, the "Ballfield Complex"), to include management of all tournament bookings, operations, and communications subject to the terms below; and

WHEREAS, the City's goal is to provide increase the use of and revenue from the existing ballfields while maintaining appropriate access to park facilities for the public and especially the City's existing youth recreational leagues; and

WHEREAS, Operator wishes to provide such services to enhance the City's hardball offerings to the City's visitors and residents.

NOW THEREFORE the parties make the following Agreement in furtherance of the above:

I. TERMS

1. **Definitions and Common Terms.** The following terms shall have the following specific meanings:
 - a. Ballfield Complex: The three hardball fields enclosed by fencing at Osage Beach City Park, together with the areas immediately in between said fields and the paved and landscaped areas west of the fields and the concession stand structure (excluding the Osage Beach Parks and Recreation offices and any locked space not otherwise authorized herein). A diagram of the approximate area is attached hereto as Exhibit A.
 - b. Normal Business Hours. Monday through Friday, 8:00 a.m. through 5:00 p.m., excluding all City holidays.
 - c. Dollar amounts. Any dollar amount specified herein, including but not limited to Rent, shall be increased each year by the percentage change in the CPI - All Urban Consumers, Midwest - Size Class B/C, not seasonally adjusted (available at <https://www.bls.gov/regions/midwest/data/xg-tables/ro5xg01.htm>) for the preceding calendar year (January-December) plus 0.5%.

2. **Term.** This Agreement shall commence February 1, 2024 and conclude October 31, 2024 (the "Initial Term"). The City may authorize the Mayor to extend this Agreement for the same dates in 2025, 2026, and 2027 (each a "Renewal Term") by enacting an ordinance so stating no later than December 31 of the preceding year.

3. **Description of Relationship.**

a. Rent

- i. Operator shall pay \$65,000.00 as rent to the City for the Ballfield Complex for the Initial Term.
- ii. Operator shall prepay such rent no less than 50% by February 1st of each year. The remaining 50% shall be due no later than June 30th of each year.
- iii. Any other monies due to City (including but not limited to percentages, reimbursable expenses, and the like) shall be paid not less than monthly by the 15th day of the month for the preceding month. All such payments shall be accompanied by a report showing the calculation of such sums and shall represent a certification by Operator that such reports/calculations are true and accurate. *See also* § 3(i) below.

b. Concession Stand

- i. The concession stand shall collect all regular sales taxes.
- ii. In addition to sales taxes, the concession stand shall pay 5% of gross revenue to the City as additional rent.
- iii. The concession stand shall be staffed and open a minimum of 24 hours per week. The City shall approve the scheduled hours, with such approval not to be unreasonably withheld.
- iv. Operator shall be solely responsible for complying with all food safety regulations, liquor license restrictions, and other requirements.
- v. Operator shall be responsible for setting prices for all concessions.
- vi. Alcohol will only be sold through the concession stand. Operator will obtain all necessary licenses, including business and liquor licenses. No outside alcohol may be permitted (this is both a state liquor license requirement and a term of this Agreement) and the licensed premises for liquor licensing will be limited to the Ballfield Complex.
- vii. Operator shall not sell non-food items in the Ballfield Complex without prior written approval from City. Such approval is in City's sole discretion and shall be subject to

the same terms, requirements, and fees as above. All outside vendors must receive prior written approval from City and otherwise comply with City Code § 245.050.

c. Possession, Usage, and Control

- i. Operator will have semi-exclusive possession and control of the Ballfield Complex from April 1 ("Possession" or "Date of Possession") to October 31, 2024, subject to the following terms:

A. The City will retain use of the Ballfield Complex for the following weekends (Saturday-Sunday unless otherwise indicated):

- Easter Egg Hunt, March 30 in 2024 and one Sunday near Easter in following years;
- Spring food truck festival, May 11-12 in 2024 and approximately the same weekend in following years;
- Fishing Derby, one weekday evening in August (may not affect field usage but does affect parking);
- Rummage Sale, September 14-15 in 2024 and approximately the same weekend in future years;
- Fall food truck festival, September 28-29 in 2024 and approximately the same weekend in future years;
- Fall Festival, October 12 in 2024 and approximately the same weekend in future years.

The City will retain the right to designate up to two additional three-day periods per year (likely spring or fall) for new events. The City will make reasonable efforts to avoid impacting the ballfields in its event planning and will designate its selected weekends no later than January 1 of each year.

B. In addition, the City has already committed the Ballfield Complex for the following dates in 2024 only:

- May 3-5
- May 31-June 2

C. Operator will maintain one night (3pm-park closing) per week during which the ballfields will be available for general public use. Operator shall designate such night in writing no later than Possession and may not change it week-to-week without prior City approval.

D. Operator must schedule tournaments or other events using the Ballfield Complex at least seven days in advance or forfeit the use of the field to the City and its residents. The City may waive this requirement in its sole discretion.

- ii. The City shall retain control over the ballfield light controls. The City may authorize Operator to access them in its sole discretion.

- iii. The City shall have the authority to call games due to inclement weather.

- iv. The Operator shall not charge for parking, nor shall it restrict access to any portion of the park except the Ballfield Complex (while in use) and interior of the concession stand. All parking at City Park is public parking. City may designate certain parking spots for the playground, fishing pond, or any other non-Ballfield use; Operator shall advise and direct its patrons to comply with those restrictions.
- v. Operator may charge gate fees for entrance to the Ballfield Complex. Operator shall pay 5% of gross gate fees collected to City as additional rent. Operator shall permit the public to access the bathrooms within the Ballfield Complex at all times regardless of gate fees. Operator shall post signage (in form to be approved by the City) clearly stating bathrooms are open and available to the public.
- vi. All decisions not expressly provided for herein shall be up to the discretion of the City Administrator or his/her designee.

d. Little League

- i. Operator shall assume management of the City of Osage Beach's little league operations. Little league is of paramount importance to the City and is not to be ignored or given second-class status. It is the express intent of the parties that Operator shall maintain or improve the quality and availability of the City's current little league provided to its residents.
- ii. Operator shall provide little league operations on the same or similar schedule as is currently offered:
 - A. Beginning the first Monday in April for the duration of that month, two practices per week per team for four weeks on weeknights;
 - B. Beginning the first Monday in May, two games per week per team for seven weeks on weeknights;
 - C. Little league scheduling may utilize the two ballfields at Peanick Park as well as the Ballfield Complex. Operator shall be responsible for setting the fields and other gameday maintenance (chalking, quick dry, immediate repairs, etc.) for those fields while in use by Operator.
- iii. Little League registration shall begin no later than the first Monday in February annually and shall remain open for at least thirty days.
- iv. Operator shall continue to charge not more than \$50.00 per player per season for little league, with at least a 50% discount on all fees for those players eligible for free or reduced lunch. Said fees shall include a uniform shirt with a logo provided by the City.

- v. Operator shall continue to charge not more than \$300.00 per little league team sponsorship (maximum one sponsor per team).
- vi. Operator may utilize the City's current Little League equipment provided it maintains or replaces the equipment in the present or better condition. Any replacements or upgrades of existing equipment shall become and remain City property.
- vii. Operator may organize travel games with the City of Camden league, but may not commit to a) travel games with any other league or b) more than 50% away games without prior written authorization from the City.

e. Maintenance and Setup

- i. City Parks and Recreation staff will be responsible for setting fields at the Ballfield Complex during normal business hours. Operator will be responsible for all other setup.
- ii. Operator agrees not to paint or otherwise alter any structure without City's prior written consent. City will be responsible for maintenance of and repairs to the roof, walls, and structural components of the Ballfield Complex structures. Operator will provide its own signage to clearly communicate that it is managing the Ballfield Complex by agreement with the City.
- iii. Except the foregoing, Operator will be responsible for all maintenance of the Ballfield Complex, which shall be returned to City in the same or similar condition at the termination of this lease. Operator shall keep the Ballfield Complex in the same condition as delivered by the City. Any broken or worn down bases, fences, bleachers, concession stand equipment, etc. shall be replaced at Operator's expense unless otherwise agreed to in advance. Operator shall provide its own chalk, quick-dry, and other supplies for its own use. City will provide chalk, quick-dry, and other supplies for any field-setting required by City staff at its current level of maintenance. Any additional maintenance desired by Operator may be provided by Operator at its expense with City's prior written approval.
- iv. Notwithstanding the foregoing, if either party causes damage to the Ballfield Complex, the maintenance or repair of which would otherwise be the responsibility of the non-damaging party, the damaging party shall be responsible for all such repairs. City shall bear the cost of any maintenance or repair required due to the actions of the public during public-use hours unless such acts are attributable to the acts or omissions of Operator. Operator shall bear the cost of any maintenance or repair required due to the actions or inactions of its employees, agents, contractors, customers, players, and guests.

- v. The City will provide a fenced area for Operator to place its maintenance and other equipment and supplies. If Operator desires additional space or security beyond what the City intends to provide, Operator may provide that at its expense with the City's prior written approval.
- vi. Operator shall not cause or permit any waste, misuse, or neglect of the water, gas or electric fixtures. Operator shall not bore, cut into, or otherwise structurally weaken any column, beam, or other part of the Ballfield Complex for any purpose whatsoever without the written consent of City, and in the event Operator shall so bore, cut, or structurally weaken any part of the Ballfield Complex, City may at once enter and repair any damage done or replace any parts, and charge the cost of the same to Operator, or City may, at its option, pursue any other remedy herein provided.
- f. Advertising. Operator shall assume responsibility for all advertising and sponsorship at the Ballfield Complex excluding City's own signage. City shall approve Operator's solicitations for advertising in advance. Operator shall honor all of City's current commitments at their respective prices. Operator shall ensure that City receives not less than City's current rates for any advertising sold:
 - i. Sports Board (4'x6'):
 - A. One Board: \$350/year
 - B. Two Boards: \$650/year
 - C. Three Boards = \$750/year
 - ii. Locational Sign (2.5' x 4.5'): \$200/year
 - iii. Baseball/Softball Scoreboards:
 - A. Full ad (3' x 9'8') = \$950/year
 - B. Half ad (3' x 5'4') = \$475/year

Any advertising medium not listed herein must be approved by City prior to being sold, including City's share of such revenue.

- g. Staffing.
 - i. Operator shall be solely responsible for all costs associated with providing the staff necessary to perform the terms of its bid, including umpires.
 - ii. Operator must provide proof of background check clearance (criminal and sex offender) in a form acceptable to the City for each of Operator's staff/volunteers to City before said staff/volunteer begins any work that is covered by this Agreement. Operator shall maintain records thereof in an electronically accessible format for not less than three years from the end of the Term for which the check was performed.
- h. Keys, Inspections. City shall retain working keys necessary to access the Premises, including all exterior and interior doors but excluding Tenant's filing cabinets, safes, cash drawers, and other personal property. Tenant shall insure that Landlord has all such keys and shall

inform Landlord of any changes in locks and keys and provide new keys to Landlord at Tenant's expense.

- i. No Guarantee. The statement in this Lease of the nature of the business to be conducted by Tenant in the Premises shall not be deemed or construed to constitute a representation or guarantee by Landlord that such business may be conducted in the Premises or is lawful or permissible.
- j. Records. Operator shall utilize a commercially available point-of-sale (POS) system which records sales in each category (i.e. food, drink sales/advertising fees collected/gate fees collected), producing valid receipts therefor. Said POS system shall produce an audit trail which is acceptable to a City Administrator or his/her designee who may audit Operator's records and accounts on behalf of the City. Operator shall maintain such records in an electronically accessible format for not less than three years from the end of the Term for which the record was produced.

4. Operator's Obligations.

- a. *Professionalism.* Operator will exercise the care and skill ordinarily used by members of the subject profession practicing under similar circumstances (as defined by the appropriate licensing authority, professional standards, and/or relevant industry practices). Operator understands that it will be perceived as a representative of the City and will ensure its personnel and any subcontractors will conduct themselves in a thoroughly professional and respectable manner while performing all Work for the City and while on-site. Operator shall ensure its personnel and any subcontractors comply with all City policies while on-site. Operator and its personnel and any subcontractors will comply with all reasonable instructions and requests by the City. City property and resources are to be used only in ways that are consistent with their lawful intended purpose.
- b. *Time.* If a specific time of performance of any obligation is provided, that time shall control. If a specific time of performance is not provided, Operator's obligation to perform such obligation will be for a period which may reasonably be required for the completion thereof.
- c. *Insurance.* Operator shall purchase and maintain insurance as set forth below:
 - i. Commercial General Liability insurance with a minimum limit of \$1,000,000 for each occurrence and \$2,000,000 general aggregate;
 - ii. Workers Compensation and Employer's Liability insurance in accordance with statutory requirements, with a limit of \$1,000,000 for each accident;
 - iii. Professional Liability insurance on a claims-made basis in the amount of \$3,000,000 per claim and \$3,000,000 annual aggregate; and
 - iv. If Operator is using a company-owned vehicle to perform the Work, Automobile Liability insurance with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.

Operator shall cause City to be named as additional insured for any or all of such policies.

- d. *Licenses, Permits, Taxes.* Operator must have or obtain a City merchant's license. Operator shall be responsible for applying for, obtaining, and maintaining all licenses, permits, and other approvals required for itself, including but not limited to its obligations herein. Operator shall be responsible for paying all sales, income, property, and other taxes required to carry on its business.
- e. *Communication.* Operator will provide timely replies to City's inquiries and requests for information. Operator's point of contact for this Agreement is: _____
_____.

5. City's Obligations.

- a. *Criteria and Direction.* City will provide Operator with all criteria and full information as to City's requirements for the Work, including objectives, design, capacity, performance, and budgetary requirements and limitations.
- b. *Access.* Unless otherwise specified in the RFP, City will arrange for access to and make all provisions for Operator to enter upon public and private property as required to perform the Work.
- c. *Cooperation.* City will examine alternative solutions, reports, drawings, specifications, and other documents presented by Operator and render timely decisions pertaining to the documents. City will answer reasonable requests for conferences and meetings by Operator.
- d. *Permitting and Approvals.* City will provide timely reviews, approvals, licenses, and permits from where it has jurisdiction over components or phases of Operator's obligations. Such approvals are contingent upon Operator meeting the requirements therefor.
- e. City will provide timely replies to Operator's inquiries and requests for information. City's point of contact for this Agreement is: Eric Gregory, Parks and Recreation Manager.

II. STANDARD CONDITIONS

The following conditions are standard in all City of Osage Beach contracts and are only to be modified with substantial justification, and then only as much as necessary to accommodate such justification.

- 6. **Appropriations.** The continuation of this Agreement is contingent upon annual appropriation of funds by the Osage Beach Board of Aldermen. In the event the Board of Aldermen shall not budget and appropriate, specifically with respect to this Agreement, on or before January 1, subsequent years of the contract moneys sufficient to make all payments under this Agreement, the City shall not be obligated to make those payments.

7. **Pre-Contract Expense.** The City shall not be obligated to pay or liable for any cost incurred by Operator prior to execution of this Agreement. All costs to prepare and submit a response to this and any other RFQ, RFP, or IFB shall be borne by the proposer.
8. **Assignment or Transfer.** Neither this Agreement, nor any portion thereof, shall be transferred or assigned without formal written approval by the City.
9. **Discrimination Policy.** The City of Osage Beach advises the public that it does not discriminate on the basis of disability, race or color, national origin, religion, age, or sex in employment or the provision of municipal services. Operator shall not discriminate on any prohibited basis and shall comply with all applicable employment laws.
10. **Laws, Ordinances, and Regulations.** Operator shall conform to all Federal, State, and local regulations, ordinances, and laws applicable to Operator, the City, or the subject matter of this Agreement. The City shall not be responsible for any fees, charges, money, or other obligations due as result of from any service provided under this Agreement. Operator shall conform to all changes made to this Agreement as a result of any ordinance, law and/or directive issued by the Federal, State, or local authority having jurisdiction over this Agreement, Operator, or the City.
 - a. Operator specifically acknowledges that it has read and understands Chapter 245 of the Osage Beach City Code, which applies to City Park and Peanick Park.
11. **Certifications Regarding Debarment.** Operator certifies that, except as noted below, it and any other person associated therewith in the capacity of owner, partner, director, officer, or manager (collectively "Operator Principals"), are not presently nor have ever been under suspension, debarment, voluntary exclusion, or determination of ineligibility by any governmental unit or agency (whether federal, state, tribal, local, or other), nor is any such action pending. Operator further certifies that it and its Operator Principals have not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct, nor has Operator or any Operator Principal been party to any public transaction (whether federal, state, tribal, local, or other) terminated for cause or default. Operator further certifies that any and all exceptions to these representations were disclosed with its bid, and City relied on these certifications as a material inducement into entering this Agreement. Operator must notify City within thirty days of being debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during the operation of this Agreement.
12. **E-Verify.** If this Agreement is for an aggregate value in excess of \$5,000.00, Operator shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Operator shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the Work. See R.S.Mo. § 285.530.

13. **Anti-Israel Discrimination.** Operator certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. See R.S.Mo. § 34.600.
14. **Indemnification by Operator.** Operator shall indemnify, save, and hold harmless the City, its employees, and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Operator or its employees, agents, subcontractors, or assignees arising out of this Agreement.
15. **No Indemnification by City.** Nothing in this Agreement shall be construed to require the City to indemnify Operator. Such indemnification is illegal under Missouri law. See Mo. A.G. Opinion 138-87 (1987).
16. **Sunshine Law.** All material submitted to the City will likely become public record and will be subject to the Missouri Sunshine Law, R.S.Mo. Chapter 610. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from other materials. Operator must include justification for the request. The City's obligation to comply with the Sunshine Law supersedes any request by Operator that material be treated as proprietary or confidential.
17. **Ownership of Work Product.** All documents and other work product created by Operator under this Agreement shall become the property of City once submitted to City.
18. **Termination.** The City reserves the right to terminate this Agreement without cause by giving 30 days' written notice to Operator. City may terminate this Agreement upon written notice of any violation of this Agreement if such violation is not cured within 7 calendar days of such notice. City may immediately terminate this Agreement for any material violation or any violation which creates a risk to the health, safety, or welfare of any person or property.
19. **Notices.** All formal notices or other documents required by this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the parties at:

For City:
City Clerk
1000 City Parkway
Osage Beach, MO 65065

For Operator:
Ballparks National
480 Kissick Way
Macks Creek, MO 65786

City may also serve written notice to Operator by personal delivery to any of its owners, officers, or employees.

20. **Necessary Documents.** The parties agree to execute and deliver without additional consideration such instruments and documents and to take such further actions as they may

reasonably request in order to fulfill the intent of and give effect to this Agreement and the transactions contemplated thereby.

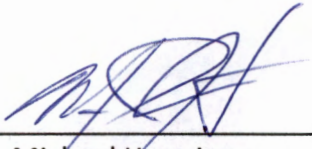
21. **Entire Agreement.** This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them. Without limiting the foregoing, this Agreement expressly supersedes any click-through, browse-wrap, or any other terms related to the subject matter of this Agreement on any website or that otherwise may be presented to or required to be accepted by the City or its employees and contractors while exercising rights under this Agreement.
22. **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right unless otherwise expressly provided herein.
23. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
24. **Governing Law; Venue for Disputes.** This Agreement was made in the State of Missouri and shall be interpreted under and governed by the laws of the State of Missouri. Any action arising out of this Agreement or its subject matter, including both state and federal causes of action, shall be filed in the Circuit Court for Camden County, Missouri or the Associate Division thereof and the parties hereby consent and agree to the exclusive personal and subject-matter jurisdiction of that Court.
25. **WAIVER OF RIGHT TO JURY TRIAL.** THE PARTIES HEREBY KNOWINGLY, INTENTIONALLY, VOLUNTARILY AND IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER DOCUMENT OR TRANSACTION CONTEMPLATED HEREBY OR THEREBY, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY.
26. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies under or by reason of this Agreement.
27. **Severability.** If any provision in this Agreement shall be found to be void, the other provisions of this Agreement shall survive and remain enforceable.
28. **Counterparts.** 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. A facsimile or electronic (such as .PDF) copy of this Agreement or a signature thereto shall have the same force and effect as an original.
29. **Binding Effect.** This Agreement, subject to the above conditions of assignment, shall be binding upon and inure to the benefit of all parties and their respective legal representatives, successors, heirs, and assigns.

III. ACCEPTANCE

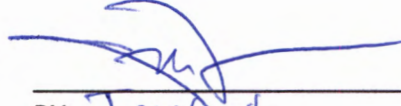
THIS AGREEMENT CONTAINS A WAIVER OF THE PARTIES' RIGHTS TO TRIAL BY JURY. THE UNDERSIGNED HEREBY MUTUALLY RELINQUISH AND WAIVE THEIR RIGHT TO TRIAL BY JURY.

CITY:
CITY OF OSAGE BEACH, MISSOURI

OPERATOR:
BALLPARKS NATIONAL

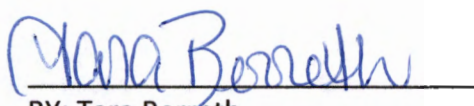

BY: Michael Harmison
ITS: Mayor

12/27/23
Date


BY: Jeff Vernet
ITS: General Manager

12/26/23
Date

Attest:


BY: Tara Berreth
ITS: City Clerk

12/26/23
Date

**EXHIBIT A
BALLFIELD COMPLEX MAP**

