City of Sherwood Oregon

Home of the Tualatin River National Wildlife Refuge

RESOLUTION 2011-096

A RESOLUTION AUTHORIZING THE CITY MANAGER PRO TEM TO SIGN AN OPERATING AGREEMENT BETWEEN THE CITY OF SHERWOOD AND LOAVES & FISHES

WHEREAS, In October 2006 Loaves & Fishes was awarded the nutrition contract from Washington County to provide meals in Sherwood; and

WHEREAS, In 2007 and 2009 the City signed operating agreements with Loaves & Fishes to operate the Sherwood Senior Center; and

WHEREAS, Loaves & Fishes and the City would like to renew the operating agreement for an additional two year term.

NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:

Section 1. The City Manager Pro Tem is hereby authorized to sign and extend the operating agreement, attached as Exhibit A, between the City of Sherwood and Loaves & Fishes.

Section 2. The Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 6th day of December 2011.

Keith S. Mays, Mayor

Attest:

Sylvia Murphy, CMC, City Recorder

AGREEMENT FOR OPERATION OF THE SHERWOOD SENIOR/COMMUNITY CENTER

THIS AGREEMENT FOR OPERATION hereinafter called "Agreement", entered into this ___ day of_____, 2011 between the CITY OF SHERWOOD, Oregon, a municipal corporation, hereinafter referred to as "City", and LOAVES AND FISHES CENTERS, INC., an Oregon nonprofit corporation, hereinafter referred to as "Loaves."

Section 1. GENERALLY

Based upon the terms and conditions in this Agreement, City grants Loaves a license to provide services, activities and programs for the benefit of seniors and other community members within and on the grounds of the Sherwood Senior/Community Center, 21907 SW Sherwood Boulevard, hereinafter referred to as "Center."

Loaves acknowledges it has no property interest (nor will it make any claim of ownership in the improved real property constituting the Center. Ownership of personal property used at the Center shall be as per Exhibit "A" and this Agreement.

Loaves will continue the current programs and activities it offers at the Center. A Center program budget will be established reflecting the cost(s) for all on-going programs and activities. In addition to food and nutrition services, Loaves will offer recreational, educational, wellness, health and social gatherings to enhance the lives of seniors in Sherwood. Loaves will work with a steering committee to plan and develop programs and activities to encourage ownership, involvement and growth in the Center. City shall appoint one (1) nonvoting member to serve on the steering committee for the usual length of term served by other board members.

Section 2. TERM:

This Agreement will be for a period of two (2) years from the date set out above. The Agreement shall automatically renew for like periods thereafter for four (4) successive terms (for a total of ten (10) years unless either party wishes to terminate it in which case they shall give the other party not less than 180 days written notice of their intent to do so prior to the end of the then-existing two year term.

Section 3. REPORTS AND INFORMATION:

A. Loaves maintains reports and records of operations available for review by the City upon request. Records available include:

1. Loaves operating budget for the Center for the preceding fiscal year and the adopted budget for the current fiscal year.

2. List of the Loaves employees, position titles and descriptions.

3. Personnel rules and policies.

4. Names, addresses and telephone numbers of the Loaves officers and Board of Directors.

5. Loaves bylaws and Articles of Incorporation.

6. Current outside contracts and arrangements for services or funding at the Center and reports and audits for above.

7. Copies of all Loaves active insurance policies.

8. Report of activities and services provided by Loaves and other groups including records of attendance as available.

9. Maintenance Log containing all routine and preventive maintenance performed on all fixtures and appliances.

B. Financial Statement.

Loaves shall annually make available to City on or before August 1st a copy of its financial statement.

Section 4. OBLIGATIONS OF LOAVES:

A. Performance Obligations.

Loaves shall (except as specifically provided otherwise in Section 5) do the following:

1. Routine interior cleaning, repair, operation, maintenance of the kitchen, including range hood.[1]

2. Routine repair, operation and maintenance of any fixtures, appliances, or other property owned by City but regularly used by Loaves.[2] Loaves will be responsible for the first $2,000 of maintenance, repair and replacement of any City owned kitchen fixture(s) or appliance(s) used by Loaves. If repairs or replacement costs exceed $2,000, the City will be responsible for the 2nd $2,000. If replacement or repairs exceed $4,000, the City and Loaves will share the cost 50/50.

3. Interior redecoration or remodeling of Center unless required by City, in which case the City would be responsible for.

4. Cleaning, repair, maintenance and replacement to Center, grounds, appurtenant structures, fixtures and utilities, necessitated by the fault of Loaves, its agents, employees, invitees, or other third-parties.

B. Payment Obligations.

Loaves shall (except as specifically otherwise provided by Section 5) be obligated to pay or obtain the following:

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[1] As used in this Section, "routine cleaning" is defined as sweeping, mopping, cleaning and disinfecting the kitchen and kitchen equipment. Repair, operation and maintenance refer to all minor repairs and preventative maintenance to all fixtures and appliances in the kitchen, and the replacement of "disposable" items such as toilet paper and paper towels. etc., and any other activity not specifically made an obligation of the City under Section 6. [2]

1. Charges for telephone and internet service used by Loaves at Center, except as otherwise set out in Section 5.B.1.

2. Casualty and Liability Insurance as per Section 9 of this Agreement.

C. Other Obligations.

In connection with the use of Center, Loaves shall:

1. Comply with all applicable local, state and federal laws and regulations affecting the use of the Center and correcting (at Loaves' sole expense and cost) any violation created through Loaves' use. However, it is understood that Loaves shall not be required to make any structural change(s) to Center to effect compliance with such laws or regulations.

2. Refrain from any activity which would make it impossible to obtain casualty/liability insurance for the Center or would unreasonably, in the City's determination, increase insurance rates.

3. Refrain from any use or activity which would be unreasonably offensive to the City, third party users, owners of adjoining premises and which would tend to create a common law nuisance or damage the reputation of the Center.

4. Provide for regular and full representation before and liaison with the Washington County Department of Aging, its standing and ad-hoc committees and any other agencies having an impact on Center policies, programs, and funding.

D. Center Alterations.

Loaves shall not make alteration to the Center except those Performance Obligations set out in Section 4.A above without the prior written approval of the City Manager. Any alteration to the Center by either City or Loaves shall be deemed to become property of the City when installed, except for fixtures, appliances, and personal property listed on Exhibit A.

E. Property Inventory.

Loaves shall maintain an ongoing inventory of all personal property acquired or deleted by Loaves. The City will not be responsible or liable for loss or damage to any personal property of a third party or of Loaves.

Section 5. OBLIGATIONS OF CITY:

A. Performance Obligations.

The City shall do the following:

Maintenance, repair, and replacement[3] of the Center, its grounds, appurtenant structures, fixtures and utilities necessitated by structural disrepair, defect or obsolescence, fire, war, earthquake or other natural disaster, vandalism or malicious mischief or to achieve compliance with local, state or federal laws including:

1. exterior painting and roofing;

[3] As used in this Section, the phrase "Maintenance, repair, and replacement" is defined as any activity not covered by the definition of "routine" contained in section 4.A of this Agreement.

2. the Center's water, storm water, sanitary, heating and ventilating systems, natural gas, electrical, cable television and other utilities to the point of entry into the Center;
3. exterior lighting including landscaping;
4. interior walls, ceilings, doors, windows, floors and floor coverings;
5. sound and public address systems
6. fire exit lights & extinguishers
7. Requests for repairs or Repair Obligation.

The City's obligations under this section shall not arise until the City has received written notice from Loaves concerning the particular issue. Except when repair or replacement of the Center, its component parts or its appliances and fixtures is deemed by the City to be (1) an emergency (2) minor in scope or nature or (3) necessary to protect the Centers' structural integrity or routine operations, Loaves is expected to submit its requests for repairs in writing to City no later than January 1st so that the matter may be considered by the City Council during its budget considerations.

B. Payment of Obligations.

City shall be obligated to pay or obtain the following during term of this Agreement:

1. Water, gas, electricity, sanitary sewer and storm water utility charges.

2. Casualty and liability insurance as per Section 9 of this Agreement.

3. 3 x per week janitorial service to include regular cleaning if interior floors (except kitchen), restrooms, classrooms, library, activity room, gift shop, offices and entry way. Floor cleaning shall include stripping and waxing the floors twice per year.

4. Regular maintenance and repair of exterior and interior lighting fixtures, including florescent tubes, soffits and fittings for installed lighting in interior and exterior of the Center.

5. Regular maintenance and repair of interior and exterior walls, ceilings, doors, windows, floors and floor coverings (except as listed in Section 4.5).

C. Inspections.

Provided said activity does not interfere with the use of Center by Loaves, City shall have the right to enter upon, inspect and use the Center for City purposes. The City may also come upon the property, at all times it deems appropriate to inspect the operation to assure itself that the use of the Center by Loaves is consistent with the terms of this Agreement.

D. Rule Modification Requests.

The City may require Loaves to modify or eliminate portions of its budget for the Center personnel rules and policies; outside contracts or arrangements for services and funding; insurance coverage; and related documents if City finds that:

1. Violations of local, State, Federal, and other laws or regulations exist.

2. The terms of this Agreement are not being met; or

3. The public interest would be served.

Section 6. CENTER USAGE.

City and Loaves understand and agree the three primary purposes of the Center are (in order of priority):

1. Senior Citizens. To provide facilities and services benefiting senior citizens and the disabled in the Sherwood area, including, but not limited to, daily in-Center and home delivered meal programs; social and recreational activities; educational and counseling activities; and medical, legal, transportation, and other assistance programs.

2. General Public. To provide facilities for public recreational, cultural, educational, and other assistance activities, events, and programs benefiting other residents of the Sherwood area.

3. City Business. To provide meeting space for official City business, including, but not limited to, meetings of the City Council, Planning Commission, Budget Committee, and other standing and ad hoc City sponsored groups.

Non-public usage, such as service group meetings, private parties and receptions, church services, and the like shall only be permitted after the foregoing priority uses have been fully accommodated.

Section 7. CLAIMS:

A. Liens.

Except with respect to activities for which City is responsible, Loaves shall pay as due all claims for work done on and for services rendered or material furnished to the Center and shall keep the Center free from any liens. If Loaves fails to pay any claim or promptly discharge any lien, City shall do so and Loaves shall thereupon be obligated to repay the City on its written demand along with interest on the amount at the rate of one percent (1%) per month. Such action by City shall not constitute a waiver of any other right or remedy which City may have on account of Loaves' default.

B. Claim Payments.

Loaves may withhold payment of any claim in connection with a good faith dispute over the obligation to pay so long as City's property interests are not jeopardized. If a lien claim is filed as a result of nonpayment, Loaves shall, within thirty (30) days after knowledge of filing, secure the discharge of the lien or deposit with City cash, a corporate surety bond, or other security satisfactory to City in an amount sufficient to discharge the lien plus any costs, attorney fees and other charges that could accrue as a result of a foreclosure or sale under the lien.

C. Hold Harmless.

Loaves shall indemnify, hold harmless, and defend City, its elected officials, officers, employees, agents and insurers from any claim, loss or liability arising out of or related to any activity of Loaves at the Center.

Section 8. INSURANCE:

A. City Obligations.

During the term of this Agreement, City shall procure and continue to carry the following insurance at City's cost:

1. Standard fire insurance with an endorsement for extended coverage insuring Center at its full insurable value against fire and other risks.

2. Liability and property damage insurance with limits of not less than $500,000 per person and $1,000,000 per occurrence for bodily injury and $50,000 per occurrence for property damage.

B. Loaves Obligations.

During the term of this agreement, Loaves shall procure and continue to carry the following insurance at Loaves' cost:

1. Separate casualty insurance for any Loaves owned personal property at the Center, as per Exhibit A.

2. Liability and property damage insurance with limits of not less than $500,000 per person and $1,000,000 per occurrence for bodily injury and $50,000 per occurrence for property damage.

C. Third Party Insurance.

Loaves or City may require any third party utilizing the Center to provide casualty and/or liability insurance. The insurance required by this section shall name the City and Loaves as additional insured's and must be in a form separate from any personal or homeowners policy. The third party must also indemnify and hold harmless the City, Loaves and Seniors through a written agreement acceptable to the City's attorney.

Section 9. ASSIGNMENT AND SUBLEASE:

A. Third-Party Usage.

City and Loaves may jointly establish policies governing the use of the Center by third parties, including but not limited to, a schedule of fees and charges, attached as Exhibit B. Loaves shall have the right to accept reservations, collect fees and schedule and make the Center available to third parties consistent with this Agreement and with policies established jointly by City and Loaves governing the Center's use by third parties. Fees collected by Loaves shall be retained by Loaves and shall be used to offset the costs of operation and maintenance of the Center.

B. Outside Contracts.

City recognizes that Loaves may from time to time execute contracts with third parties to provide funding and services at Center, and that Washington County's Department of Aging Services also provides public funding and services at Center, either through Loaves or third parties. In general, Loaves shall be obligated to cooperate with these service providers and to provide access to Center facilities without charge. Loaves is responsible for notifying

City of any such County or third-party contracts, even when Loaves is not a direct party to such agreements, and providing city with copies of same. If Loaves is a party to such contracts or is otherwise required to provide consent to County or another third party for such public funding or services, Loaves shall obtain written permission from City before doing so.

Section 10. TERMINATION:

A. Termination With Cause.

1. This Agreement may be terminated by City if Loaves breaches any of the terms of this Agreement. Such breach shall be specified by City to Loaves in writing. Loaves shall have forty-five days to cure said breach or such additional time as agreed to by City in writing. If the breach has not been cured within the time specified, then written notice of termination may be given by City at any time after the date upon which such breach was to be remedied. The notice of termination shall specify a date by which Loaves shall surrender the Center, which date shall not be sooner than ten (10) days from the date of notice of termination.

2. Loaves shall have the same right to terminate this Agreement upon a breach by City in the same manner and subject to the same conditions as are set forth in preceding subsection.

Section 11. SURRENDER AT EXPIRATION OR TERMINATION:

A. Condition of Center.

Upon expiration or termination of this Agreement, Loaves' shall deliver to City all Center keys, property titles, equipment manuals and warranties, and the like, and surrender the Center to City in first-class condition and broom clean. Alterations constructed by Loaves with permission from City shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the Center is used shall be excepted but repairs for which Loaves is responsible shall be completed to the latest practical date prior to such surrender.

B. Fixtures.

1. Unless otherwise specified by Exhibit A or by this section, all fixtures, appliances and furnishings placed in the Center during the term of this Agreement shall, at City's option, become the property of City upon termination of this Agreement.

2. Loaves shall remove all fixtures, appliances, and furnishings from Center, which remain the property of Loaves. If Loaves fail to do so, this shall be deemed as abandonment of Loaves' property, and City may retain said property. All rights of Loaves with respect to such abandoned property shall cease within twenty (20) days after removal was required by written notice provided by the City, or the City may elect to hold Loaves to its obligation of removal.

3. The timing for removal of any fixtures, appliances and furnishings from Center shall be as on or before the date this Agreement expires, or terminates as per Section 11 of this Agreement.

4. Notwithstanding any provision herein above for removal of Loaves' fixtures, appliances, or furnishings on termination, City shall have first option to purchase said property from Loaves at its then fair cash market value, which option shall be exercised by City giving Loaves written notice of City's intent to purchase the fixtures and furniture. If the parties are unable to agree upon the market value, the City shall select an appraiser and Loaves shall select an appraiser. The two appraisers so selected shall select a third appraiser. The three appraisers selected shall determine fair market value of the furniture and fixtures and their determination shall be binding on the parties.

C. Holdover.

If Loaves do not vacate the Center at the time required by termination notice, City shall have the option to treat Loaves as a tenant from month to month, subject to all of the provisions of this Agreement.

Section 12. CENTER MANAGEMENT:

A. Generally.

Loaves and Fishes will select a Steering Committee made up of seniors and members of the community to act as an advisory board for the Center. The City will select 1 staff member to serve on the committee and to act as the liaison to the City.

B. Center Staff.

During the term of the Agreement, Loaves shall employ sufficient staffing to properly maintain and operate the center. City shall appoint one (1) member to any ad hoc interview board charged with selecting a Center Director, The Center Director shall be exclusively employed by Loaves.

Section 13. AGREEMENT BETWEEN CITY AND WASHINGTON COUNTY:

The parties hereto agree that this Agreement is subject to each provision of that certain Agreement entered into between City and Washington County on July 1, 1980, a copy of which is on file in the Washington County Office of Community Development and which is by this reference expressly incorporated herein. City is not, in any manner, released from its obligations and responsibilities
there under by virtue of the execution of this Agreement with Seniors and Loaves.

Section 14. MISCELLANEOUS:

A. Nonwaiver. Waiver by either party of strict performance of any provisions of this agreement shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

B. Succession. Subject to the above-stated limitations on transfer of Loaves' interest, this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

C. Force Majeure. Neither party shall be liable for any loss or damage sustained by the other party because of any delay in performance or noncompliance with any provision of this Agreement that results from an act, event, omission, or cause beyond its reasonable

control and without its fault or negligence, including but not limited to, strikes, lock outs, civil commotion, riots, wars, fires, explosions, floods, earthquakes, embargoes, or acts of civil or military authority.

D. Notices. Any notice or other communication under this Agreement shall be in writing and shall be considered given when delivered personally or sent by facsimile, e-mail or one day after being sent by a reputable overnight courier, to the applicable party at the following address or facsimile number (or at such other address or facsimile number as that party may specify by notice to the other):

For LOAVES:

Joan Smith, Executive Director
Loaves & Fishes Centers
7710 SW 31st Avenue
Portland, OR 97219

For City:

City Manager
City of Sherwood
22560 SW Pine Street
Sherwood, OR 97140

E. Entire Agreement/Modification. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and unless otherwise provided in this Agreement, no modification or waiver of any of the provisions, or any future representation, promise, or addition, shall be binding upon the parties unless made in writing and signed by both parties.

F. Waiver. The failure of either party to enforce at any time any provision hereof shall not be construed to be a waiver of such provision or of the right thereafter to enforce each and every provision. No waiver by either party to this Agreement, either express or implied, of any breach of any term, condition, or obligation of this Agreement, shall be construed as a waiver of any subsequent breach of that term, condition, or obligation or of any other term, condition, or obligation of this Agreement.

G. Headings. Headings used herein are for convenience only and shall not be construed a part of, or affect the construction or interpretation of, any provision of this Agreement.

H. Governing Law. This Agreement shall be deemed to have been executed in, and shall be exclusively governed by and interpreted in accordance with the laws of the State of Oregon, U.S.A., including federal law, but excluding choice of law rules. Any litigation between the parties shall be prosecuted only in the state or federal courts of Oregon.

I. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto, and nothing in this Agreement shall be deemed to create any third-party beneficiary rights in any person or entity not a party to this Agreement.

J. Assignment. Neither party may assign this Agreement or its rights hereunder without the prior written consent of the other party, which consent shall not unreasonably be withheld.

K. Severability. If any provision of this Agreement shall be deemed invalid or unenforceable by any court having jurisdiction, the court shall have the discretion to modify the provision to the extent necessary to make it valid or enforceable and the provision (as so modified), and the balance of this Agreement, shall remain in effect and shall be enforced to the maximum extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this instrument in duplicate on the day and year of herein above written.

CITY OF SHERWOOD, Oregon a Municipal Corporation

By_____
Tom Pessemier, City Manager Pro Tem

LOAVES AND FISHES, INC. an Oregon Corporation

By_____
Joan Smith, Executive Director

EXHIBIT A.

SHERWOOD SENIOR/COMMUNITY CENTER PROPERTY INVENTORY

The following inventory list is current as of the effective date of this Agreement and shall be subject to amendment from time to time. The City and Loaves assume no responsibility or liability for loss or damage for any reason to any third-party property regularly or temporarily stored or kept at the Center. This Exhibit may be modified by mutual written consent of Loaves and City Manager without full negotiation and approval of this entire Agreement.

A. CITY OWNERSHIP

1. The following fixtures, appliances and personal property are owned by the City, but regularly used by Loaves. Loaves is responsible for routine cleaning, repair, operation and maintenance of these items.

A) One (1) Sharp Microwave Oven Model R9330 (Serial No.149474).
B) All furnishings such as tables and chairs; folding tables and chairs; sofas; movable bookcases and storage cabinets; movable filing cabinets, desks, and other office furniture; and carts and garbage receptacles.
C) All kitchen wares such as cooking and eating utensils; pots and pans; coffeemakers; and plates, glasses and cups.
D) All office, grounds maintenance and janitorial supplies such as paper and file folders; pens and pencils; brooms, vacuums, mops and towels; cleansers; and garden tools.

2. The following fixtures, appliances and personal property are owned by City:

a. One (1) Zenith Color TV Model Z2512K (Serial #491-46100690) with wood storage stand.
b. One (1) Magnavox VCR (VR9522ATOl Serial# 41297574).
c. One (1) Sharp Copy Machine Model SF9800.
d. One (I) Globe Commercial Meat Cutter Model A 3420.
e. One (1) Techics Piano
f. One (1) computer Pentium with creative compact disc & IBM Speakers.
g. One (1) Monitor NEC JC1531VMA Serial # 25775532.
h. One Hewlett Packard Printer DeskJet 682C.
i. One (1) Panasonic Fax Machine FX-FPIOl.
j. One (1) Sony Boombox.
k. One (1) Kimball The Pro Entertainer Electric Organ.
l. One (1) Culbransen Theatrum Organ.
m. One (1) FARRAND Upright Piano.
n. One (1) pool table and accessories.
o. One (1) Prime-West Electronic Reader Board.
p. All artwork, clocks, certificates, plaques, wall hangings, throw rugs and the like, except as listed under Section B of this Exhibit.
q. Two (2) Carrier Heat Pumps (Serial Nos. HP150PQ00851QC and HP 250PQ008510QC).
r. One (1) Mitsubishi Loosnay Heat Recovery System.

s. One (1) Carrier Gas/Electric Heat Pump (Serial No. 4588C20117).
t. One (1) Carrier Weather Maker Heat Pump (Serial No. 3089G67918).
u. One (1) Raetone Commercial Freezer (Serial No. 08410R2).
v. One (1) Fourmost Commercial Water Heater (Model No. DSID ASME 270-100G).
w. One (1) Raetone Commercial Refrigerator (Serial No. 8317R13).
x. One (1) Vulcan Autosan Dishwasher (Serial No. 7311500C).
y. One (1) u.s. Range Commercial Oven and Grill.
z. One (1) Type BC-IO steamtable (Serial No. 19F87).
aa. One (1) internal sound system with 900 series in wall modular amplifiers and mini loudspeaker system.
bb. Marantz 5 Disc CD Player Model #PMD370 and (1) Denon zone mixing amplifier.
cc. Two (2) Quilts, one entitled "Quilt of Many Soldiers" and commemorating the Sherwood Centennial.
dd. One (1) Imperial walk-in Cooler/Freezer.

3. In addition, City owns all property kept at Center that falls into the following generic classifications, unless otherwise indicated by this Exhibit:

A) All fixed, stainless steel counters, sinks and like appurtenances in Center kitchen.
B) All toilets, sinks and like appurtenances in Center bathrooms.
C) All fixed floor coverings, fans, cabinets and shelving, lighting, water faucets, room partitions, drapes and window coverings, and like appurtenances throughout the Center.

B. THIRD- PARTY OWNERSHIP

The following fixtures, appliances and personal property are owned by third-parties, but kept on a regular basis at the Center. Other third-party property maybe kept temporarily at Center as part of-activities scheduled as per Exhibit B.

Rotary Inventory

- U.S. Flag and Stand
- Banners
- Books, Pamphlets
- Shelves
- File Cabinet
- Rotary Wheel
- Misc. Decorations
- Bell
- Mallet

Lioness Inventory

- U.S Flag and Stand
- Banners
- Misc. Decorations
- Large Liberty Bell, Mallet
- Box of Fabric
- Misc. craft items

- Christmas and other decorations

Presbyterian Church

- Music stands (6)
- 16 channel mixing board with amplifier
- 2 main speakers and stands
- 2 monitors
- sound track with CD recorder, tape recorder
- 2 wireless microphones, 6 wired microphones
- Children's Toys
- Folding chairs (18)
- Refreshment Supplies (pitchers, cups, napkins, etc.)
- Video screen
- A-Board sign

C. OTHER PROPERTY

Any personal property housed at the Center and not listed in Section A or B of this Exhibit shall be deemed property of the City.