

**REDEVELOPMENT AGENCY OF
CENTERVILLE CITY/DAVIS CENTER FOR
THE PERFORMING ARTS ADMINSTRATIVE
CONTROL BOARD MEETING AGENDA**

NOTICE IS HEREBY GIVEN THAT THE REDEVELOPMENT AGENCY OF CENTERVILLE CITY BOARD AND THE ADMINSTRATIVE CONTROL BOARD OF THE DAVIS CENTER FOR THE PERFORMING ARTS WILL HOLD A COMBINED PUBLIC MEETING AT 5:30 P.M. ON TUESDAY, DECEMBER 1, 2015 AT THE CENTERVILLE CITY HALL COUNCIL CHAMBERS, 250 NORTH MAIN STREET, CENTERVILLE, UTAH. THE AGENDA IS SHOWN BELOW.

Tentative
Time:

5:30 **A. ROLL CALL**

B. NEW BUSINESS

 1. **Minutes Review and Acceptance**

 October 20, 2015 RDA/ACB meeting minutes

 2. Approve amendments to Operating Lease creating a Capital Reserve Fund and
 revising due date for annual audit report

 3. Review 2016 Budget for CenterPoint Theatre

C. ADJOURNMENT

Steve H. Thacker
Executive Director

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Tentative - The times shown below are tentative and are subject to change during the meeting.
Time:

5:30 PM **A. ROLL CALL**

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1. Minutes Review and Acceptance
 October 20, 2015 RDA/ACB meeting minutes
2. Approve amendments to Operating Lease creating a Capital Reserve Fund and revising due date for annual audit report
3. Review 2016 Budget for CenterPoint Theatre

C. ADJOURNMENT

**CENTERVILLE
RDA/ACB MEETING
Staff Backup Report
12/1/2015**

Item No. 1

Short Title: Minutes Review and Acceptance

Initiated By:

Scheduled Time:

SUBJECT

October 20, 2015 RDA/ACB meeting minutes

RECOMMENDATION

BACKGROUND

ATTACHMENTS:

Description

- ❑ October 20, 2015 RDA/ACB meeting minutes

PRELIMINARY DRAFT

Minutes of the Redevelopment Agency of Centerville City/Davis Center for the Performing Arts Administrative Control Board meeting held Tuesday, October 20, 2015 at 6:30 p.m. in the Centerville City Council Chambers, 250 North Main Street, Centerville, Utah.

MEMBERS PRESENT

Paul Cutler, RDA of Centerville City Chair, ACB Chair, Centerville Mayor
Tamilyn Fillmore, RDA of Centerville City
John T. Higginson, RDA of Centerville City Vice Chair/ACB Vice Chair
Stephanie Ivie, RDA of Centerville City (arrived at 6:35 p.m.)
John Marc Knight, ACB Board Member, Bountiful City Council
John Pitt, ACB Board Member, Bountiful City Council
Lawrence Wright, RDA of Centerville City, ACB Board Member

MEMBERS ABSENT

Ken Averett, RDA of Centerville City, ACB Secretary

STAFF PRESENT

Steve Thacker, RDA Executive Director
Lisa Romney, Centerville City Attorney
Jacob Smith, Management Assistant
Jansen Davis, CPT Executive Director
Katie Rust, Recording Secretary

STAFF ABSENT

Blaine Lutz, Centerville Finance Director

VISITOR

Kelly Gibbons, FEA Engineering Associates, LLC

HVAC MAINTENANCE AND REPAIRS FOR THE DAVIS CENTER FOR THE PERFORMING ARTS

Steve Thacker, RDA Executive Director, explained maintenance and repairs needed for the Davis Center for the Performing Arts HVAC system, and stated that Kelly Gibbons of FEA Engineering evaluated the system and made recommendations. The Operating Lease requires ongoing HVAC maintenance to be funded by CenterPoint Legacy Theatre (CPT). Mr. Thacker stated that Mr. Gibbons recommends selecting the silver level of service resubmitted by Harris Services, adding that the bronze level of service is not sufficient, and the gold and platinum levels include services that are not necessary considering the existing reserve fund. In his letter submitted earlier, he concludes that Harris Services' fee for the silver level is in the lower end of the cost range for such HVAC maintenance programs. The CPT Board has agreed with the recommendation to contract with Harris Services.

Repair and modification of the boiler system is also recommended. Mr. Gibbons solicited a bid for HVAC system repairs and modifications – in addition to the one submitted by Harris Services, but was told that the company would not be able to accomplish the needed work in the required timeframe. Director Wright repeated a question he asked at a previous ACB meeting regarding existence of a commission report or audit. Mr. Gibbons stated that, to his knowledge, there is no commission report. Director Wright stated he feels they need to move forward with the maintenance, but he would like to see if some of the money spent on repairs since the time of commission could be recovered. Mr. Gibbons explained that design commission reports are not typical on this size of system. Director Wright repeated that he would like to see a commission report as previously requested. Mr. Gibbons explained how the boiler should function, and presented a proposal from Harris Services for the needed repairs

PRELIMINARY DRAFT

RDA/ACB Board of the Davis Center for the Performing Arts
Minutes of Meeting of October 20, 2015

Page 2

1 and system modification. Mr. Thacker recommended the funds come out of the Theatre
2 Reserve Fund, managed by the RDA.
3

4 Chair Cutler asked Mr. Gibbons if he believes a better proposal could be solicited. Mr.
5 Gibbons repeated that the second proposal solicited was withdrawn. He said he knows a lower
6 price could be found, but would come with a lower quality of service. He expressed confidence
7 in Harris Services and the recommended proposal. ACB Board Member John Marc Knight
8 made a **motion** that the ACB recommend the RDA authorize funding of the HVAC repairs and
9 system modification from the Theatre Reserve Fund at the estimated total contract price of
10 \$34,530. ACB Board Member Wright seconded the motion, which passed by unanimous vote of
11 the ACB (5-0).
12

13 RDA Director Wright made a **motion** to authorize funding of the HVAC repairs from the
14 Theatre Reserve Fund. Vice Chair Higginson seconded the motion, which passed by
15 unanimous vote of the RDA (5-0). Vice Chair Higginson agreed that existence of a commission
16 report should be checked. Mr. Gibbons stated he would check the original contract for a
17 commission report.
18

MINUTES REVIEW AND APPROVAL

19
20
21 The minutes of the October 6, 2015 RDA meeting were reviewed. Director Fillmore
22 made a **motion** to approve the minutes. Director Wright seconded the motion, which passed by
23 unanimous vote of the RDA (5-0).
24

ADJOURNMENT

25
26
27 The meeting was adjourned at 7:00 p.m. The RDA/ACB will next meet on December 1,
28 2015 prior to regular Council meeting.
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33

34 _____
Paul A. Cutler, RDA Chair

_____ Date Approved

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Steve Thacker, RDA Executive Director

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45 _____
46 Katie Rust, Recording Secretary

**CENTERVILLE
RDA/ACB MEETING
Staff Backup Report
12/1/2015**

Item No. 2

Short Title: Approve amendments to Operating Lease creating a Capital Reserve Fund and revising due date for annual audit report

Initiated By:

Scheduled Time:

SUBJECT

RECOMMENDATION

Approve Amendment No. 8 to the Lease and Operating Agreement for the Davis Center for the Performing Arts.

BACKGROUND

In their April 2015 meeting, the RDA/ACB directed staff to prepare amendments to the Lease Agreement to accomplish the following: 1) create a Capital Projects Reserve Fund (CRF) and 2) change the due date for the annual audited financial statements from 120 days to 150 days following close of the Association's (i.e. CenterPoint Theatre) fiscal year. The attached document includes amendments to several sections of the Lease that are impacted by these revisions.

The need for a CRF became apparent at the end of 2014 when CenterPoint Theatre (CPT) management expressed a desire to use some of their donated funds to construct a partition at the west end of the mezzanine. As a temporary solution, CPT was allowed to deposit those funds into the Maintenance Reserve Fund (MRF) for later use in 2015, but the RDA/ACB agreed in April 2015 that it would be appropriate to create a third reserve fund--in addition to the MRF and ORF (Operations Reserve Fund)--to hold funds designated for specific capital projects. The City Attorney drafted the new Section 23.1 to follow closely the language of the MRF and ORF provisions. Adding Section 23.1 also affects Sections 21, 26 and 28, so Amendment No. 8 includes revisions for those sections as well.

The last portion of Amendment No. 8 revises Section 35 (Record Keeping) pertaining to the due date for the annual audited financial statements. CPT would like to have five months after close of their fiscal year to submit the audited financial statements rather than the current four months.

ATTACHMENTS:

Description

- D Amendments to Operating Lease Agreement

**AMENDMENT NO. 8 TO THE
LEASE AND OPERATING AGREEMENT FOR THE
DAVIS CENTER FOR THE PERFORMING ARTS**

THIS AMENDMENT NO. 8 TO THE LEASE AND OPERATING AGREEMENT FOR THE DAVIS CENTER FOR THE PERFORMING ARTS ("Amendment") is entered into this ____ day of December, 2015, by and between the **REDEVELOPMENT AGENCY OF CENTERVILLE CITY** ("RDA"), a community development and renewal agency and public body organized and existing under the Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act of the State of Utah, with principal offices located at 250 North Main, Centerville, Utah 84014, and the **DAVIS PERFORMING ARTS ASSOCIATION, dba CENTERPOINT LEGACY THEATRE** ("Association"), a Utah nonprofit corporation, with principal offices located at 525 North 400 West, Centerville, Utah 84014.

RECITALS

WHEREAS, the RDA and the Association have previously entered into that certain Lease and Operating Agreement for the Davis Center for the Performing Arts dated May 5, 2009, regarding the lease and operation of a performing arts theatre on property located at approximately 525 North 400 West, Centerville, Utah, as amended by Amendment No. 1 through Amendment No. 7, and adopted by the parties (collectively "Lease and Operating Agreement"); and

WHEREAS, the RDA and the Association desire to amend the Lease and Operating Agreement to revise provisions regarding the due date for annual audited financial statements and the creation of a capital reserve fund for special projects and capital improvements; and

WHEREAS, the RDA and the Association are willing to amend the Lease and Operating Agreement as more particularly set forth in this Amendment;

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Amendment.** The Lease and Operating Agreement is hereby amended to include a new Section 23.1 to read in its entirety as follows:

23.1. Association's Capital Projects Reserve Fund. The Association may create a reserve fund for purposes of funding special capital projects or improvements ("Capital Reserve Fund"). If created, the Association shall retain the Capital Reserve Fund in a specially created fund to be maintained by the Association and used solely for special capital projects or improvements as more particularly provided herein. The Association may only allocate funds to the Capital Reserve Fund after the appropriate and required annual amounts have been allocated to the Association's Operations Reserve Fund (in accordance with Section 22) and the Maintenance Reserve Fund (in

accordance with Section 23), including the Minimum MRF Contribution (set forth in Section 33). Any allocation of funds to the Capital Reserve Fund must be approved by the RDA and ACB and must be tied to a list of specific approved capital projects or improvements. The Association shall provide the RDA and ACB with an annual accounting of the use of funds from the Capital Reserve Fund and evidence of appropriate use of funds for specific approved capital projects or improvements. If the Theatre's Operations Reserve Fund or the Maintenance Reserve Fund are determined by the RDA to be drained or underfunded, the Association may be required by the RDA as part of the annual budget process to transfer funds from the Capital Reserve Fund (other than specifically earmarked donations) to the Operations Reserve Fund and/or Maintenance Reserve Fund.

2. Amendment. The Lease and Operating Agreement is hereby amended to revise Section 21 to read in its entirety as follows:

21. Annual Variable Rent. In addition to the Base Rent, for the reasons set forth in Section 18 regarding the public funding and purpose of the Theatre, the Association shall pay to the RDA a variable annual rental and use fee in an amount equal to the Association's previous year's annual profits as more particularly provided herein ("Variable Rent"). For purposes of this Section, annual profits shall be defined as any and all revenue generated by the operation of the Theatre, including, but not limited to, ticket sales, sponsorship, concessionaires, gift shop sales, etc., less all operating and production costs, expenses, and authorized reserves for each calendar year ("Annual Profits"). Annual Profits shall also include donations except as otherwise provided in Section 27 regarding donations earmarked for specified purposes. For purposes of determining Variable Rent, the parties expressly agree that part of the operating and production costs and expenses may include reasonable and necessary reservation of funds for purposes of funding the Association's Operations Reserve Fund, ~~and Maintenance Reserve Fund, and Capital Reserve Fund~~ as more particularly defined in Section 22, ~~and Section 23, and Section 23.1.~~ Variable Rent for the current year shall be calculated based on the Annual Profits of the Association for the immediately preceding calendar year. Subject to the waiver period provided herein, Variable Rent shall be due annually on June 30th of each calendar year. The Association shall be responsible for determining and calculating its Annual Profits in order to make timely payment of annual Variable Rent. Each annual Variable Rent payment shall be accompanied by a written statement, certified to be true, correct, and complete by an independent accountant or officer of the Association, showing for the previous calendar year the revenue, expenses, reserve funds and Annual Profit calculations. ~~The parties acknowledge that the expenses and operating and maintenance costs will be difficult to estimate or predict for the first year of operation of the Theatre and until some experience and history of operations and financial data is available. It is further intended by the parties that the first year of any available revenue should be used to build up the Operations Reserve Fund and Maintenance Reserve Fund as more particularly defined in Section 22 and Section 23.~~ For these reasons, the RDA agrees that the Variable Rent shall not be due and owing until June 30, 2013, accruing for the calendar year 2012 as more particularly provided herein. ~~In consideration of the waiver of Variable Rent until 2013, the Association hereby agrees to use any excess revenues during the first year or partial years of operation to build up~~

the fund balances in the Operations Reserve Fund and the Maintenance Reserve Fund in accordance with Sections 22 and 23 regarding reserve funds.

32. Amendment. The Lease and Operating Agreement is hereby amended to revise Section 26 to read in its entirety as follows:

26. Flow of Funds. Consistent with the provisions set forth in Sections 18-25, the allocation of revenues from the operation of the Theatre shall be distributed and allocated in the following order of intended priority: (1) payment of Base Rent; (2) payment of current operations, production and maintenance costs and expenses; (3) allocation of funds to the Maintenance Reserve Fund; (4) allocation of funds to the Operations Reserve Fund; and (5) allocation of funds to the Capital Reserve Fund; and (6) distribution of Annual Profits as Variable Rent due to the RDA.

4. Amendment. The Lease and Operating Agreement is hereby amended to revise Section 28 to read in its entirety as follows:

28. Budget Review and/or Approval. The Association shall prepare and abide by an annual budget or budgets, as more particularly required herein, setting forth a plan of financial operations for the fiscal period, including an estimate of proposed expenditures for given purposes and the proposed means of financing them. All budgets shall be prepared in accordance with standard and generally accepted accounting principles. The Association shall prepare for each budget period, an annual overall operating budget ("Annual Operating Budget") and a budget for the following budgetary funds: (1) the Operations Reserve Fund; and (2) the Maintenance Reserve Fund; and (3) the Capital Reserve Fund (collectively referred to as "Annual Budgets"). The Annual Budgets of the Association and any amendments thereto shall be submitted to and reviewed by the RDA and the ACB prior to becoming final. The Association shall prepare budgets for the coming year and submit the same to the RDA and ACB by November 25th. Prior to November 25th, the Association's staff will meet with RDA staff to review those portions of the Annual Budget relating to facilities maintenance. The RDA and ACB shall have until December 10th to review the budgets and to submit any recommended changes to the Association. The final Annual Budgets, as reviewed by the RDA and ACB, shall be adopted by the Association by December 20th of each year. Notwithstanding the forgoing, and for the reasons set forth herein, the final budget for the Maintenance Reserve Fund and any portion of the Annual Operating Budget dealing with or relating to the current, future and on-going maintenance, repair or replacement of any portion of the Theatre or the Site, or any improvements, fixtures, equipment or accessories related thereto, shall be subject to approval by the RDA prior to final adoption by the Association. Such approval shall be provided in accordance with the above-described budget review process and time periods. The required budgetary review and/or approval by the RDA and the ACB as provided herein is not intended to micro-manage operations of the Theatre or to prioritize programs, but is intended to provide the RDA and the ACB with meaningful oversight in order to accomplish the goals and intent for the Theatre, to provide for timely, appropriate and sufficient maintenance and repair of the Theatre and its facilities, and to have review and oversight regarding the calculation of Annual Profits as used to determine annual Variable Rent. Any

amendments to the Annual Budgets shall be subject to review and approval by the RDA prior to final adoption by the Association.

5. Amendment. The Lease and Operating Agreement is hereby amended to revise Section 35 to read in its entirety as follows:

35. Record Keeping. The Association shall keep true, separate, accurate, complete, and auditable records of all financial records, purchases, expenditures, revenues, donations, ticket sales, wages, etc. The form of all records shall be subject to the reasonable approval of the RDA and shall be the type retained in the ordinary course of business in accordance with standard and acceptable accounting practices. Such records shall be retained in Davis County, Utah, for at least five (5) years after the close of the calendar year in which they were generated or received. The Association shall permit the RDA and the ACB, from time to time as the RDA or ACB deems necessary, upon twenty-four (24) hours notice, to inspect and audit, in Davis County, Utah, during regular working hours, all books and records of the Association. The Association shall supply the RDA and ACB with, or shall permit the RDA and ACB to make, copies of any such books and records. The Association shall provide the RDA and ACB with annual, audited financial statements of the Association's operations at the Theatre. The statements shall be provided to the RDA within one hundred fifty (150) ~~one hundred twenty (120)~~ days following the close of the Association's fiscal year. If the annual, audited financial statements indicate any error in the calculations for Annual Profits for the previous year, the Variable Rent payment shall be adjusted accordingly. Any additional Variable Rent due and owing from the Association to the RDA shall be paid within thirty (30) days from the date of the annual audited statement. If the amount of Variable Rent was overpaid, the RDA shall return any excess Variable Rent to the Association within thirty (30) days from the date of receipt of such annual audited statement.

6. Full Force and Effect. The terms of this Amendment are hereby incorporated as part of the Lease and Operating Agreement. All other terms and conditions of the Lease and Operating Agreement not modified by this Amendment shall remain the same and are hereby ratified and affirmed. To the extent the terms of this Amendment modify or conflict with any provisions of the Lease and Operating Agreement, the terms of this Amendment shall control.

7. Binding Effect. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective officers, employees, representatives, successors and assigns.

[signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

"RDA"
Redevelopment Agency of Centerville City

By: _____
Paul A. Cutler, Chair

ATTEST:

Executive Director

"Association"
Davis Performing Arts Association
dba Centerpoint Legacy Theatre

By: _____
Its: _____

ATTEST:

Secretary

Approved as to Form:

Administrative Control Board

By: _____
Its: _____

RDA ACKNOWLEDGMENT

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

On the _____ day of _____, 2015, personally appeared before me Paul A. Cutler, who being duly sworn by me did say that he is the Chairperson of the **REDEVELOPMENT AGENCY OF CENTERVILLE CITY**, a community development and renewal agency and public body organized and existing under the Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act of the State of Utah, and that the forgoing instrument was signed on behalf of said Agency by authority of its Board and said Chairperson acknowledged to me that said Agency executed the same.

Notary Public

My Commission Expires:

Residing at:

ASSOCIATION ACKNOWLEDGMENT

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

On the _____ day of _____, 2015, personally appeared before me _____, who being duly sworn by me did say that (s)he is the _____ of the **DAVIS PERFORMING ARTS ASSOCIATION, dba CENTERPOINT LEGACY THEATRE**, a Utah non-profit corporation, and that the forgoing instrument was signed on behalf of said non-profit corporation by authority of a resolution of its Board of Directors and that said non-profit corporation executed the same.

Notary Public

My Commission Expires:

Residing at:

CENTERVILLE

Staff Backup Report 12/1/2015

Item No. 3

Short Title: Review 2016 Budget for CenterPoint Theatre

Initiated By:

Scheduled Time:

SUBJECT

RECOMMENDATION

Review CPT's proposed budget for 2016 and approve the facilities maintenance portion of that budget.

BACKGROUND

The Lease and Operating Agreement between the Redevelopment Agency and the Davis Performing Arts Association (dba CenterPoint Theatre, "CPT") requires CPT to submit their annual budget for the next year to the RDA/ACB for review and comment. The Lease Agreement specifically requires approval from the RDA/ACB of the facilities maintenance portion of that budget.

CPT management submitted the two attached documents for the RDA/ACB to review. One is a summary of CPT's entire proposed budget for 2016, including a comparison to their 2015 budget. The other attachment is a detailed version of CPT's 2016 facilities budget, which also shows a comparison with the 2015 budget and 2015 "projected actual" numbers for each of the line items in the facilities budget.

ATTACHMENTS:

Description

- 2016 Budget Summary
- 2016 Facilities Budget

CenterPoint Legacy Theatre	2016 Summary	2015 Budget	Change	% Change
Season Ticket Show Revenue	740,000	720,000		
Single Show Ticket Revenue	380,000	347,000		
Encore Club Program	6,000	12,000		
Leishman Hall Revenue	31,500	25,275		
Gala - Fundraising	118,000	100,000		
Event - Concerts	34,000	22,000		
Misc. Revenue (play bill ads...)	6,000	6,000		
Concessions	60,000	54,000		
Show Sponsorships	90,000	90,000		
Academy	187,350	149,186		
Prop and Costume rental	17,100	18,100		
Facility Rental	8,100	16,200		
Total Revenue	\$ 1,678,050	\$ 1,559,761	118,290	7.58%
Direct Production Costs-Barlow	460,190	455,774	4,416	0.97%
Academy Expenses	156,638	123,971	32,667	26.35%
Rental Expenses (Costume, Props, Facility)	11,775	11,875	(100)	-0.84%
Concessions	41,025	42,705	(1,679)	-3.93%
Leishman	31,404	25,275	6,129	24.25%
Production Overhead Costs	176,602	161,712	14,890	9.21%
Total Direct Costs	\$ 877,635	\$ 821,312	56,323	6.86%
Marketing	117,556	107,864	9,692	8.99%
Development	109,313	93,345	15,968	17.11%
Ticket office	105,908	98,988	6,920	6.99%
Administrative	193,693	184,513	9,180	4.98%
Facilities and Maintenance	310,550	297,310	13,240	4.45%
Total Admin Expenses	837,020	782,020	55,001	7.03%
Total Expenses	\$ 1,714,655	\$ 1,603,332	111,323	6.94%
Net Income From Operations	(36,605)	(43,571)	6,966	-15.99%
Other Non Operational Items:				
Foundations/Corporations/Grants	65,000	92,500	(27,500)	-29.73%
Individuals and small Corporation donations	29,700	23,500	6,200	26.38%
Net Income	\$ 58,095	\$ 72,429	(14,334)	-19.79%
Other Items:				
Depreciation	16,558	12,000		
Debt Payment	-	25,250		
	41,537	35,179		
Maintenance reserve funding	17,728	16,758	Based on 1% of revenue	
Operation reserve funding	7,000	15,000		
Variable rent		-		
	16,810	3,421		

CenterPoint Legacy Theatre Facilities Budget

Account Description	2016 Budget	2015 Budget	2015 Projected Actuals
Safety Expense	950	950	16
Computer & Software Equipment	-	500	-
Contract Repairs & Maintenance	11,460	11460	10,874
Repairs & Maintenance	14,800	19600	7,658
Janitorial Expense	43,300	43300	38,542
Janitorial Supplies	3,600	3600	3,796
Gas	19,000	19000	15,756
Electricity	65,400	65400	64,316
HVAC	12,000	12000	15,224
HVAC Contract	17,700	-	-
Lamps/Ballast/Fixtures	4,800	4800	1,790
Facility Lease Expense	75,840	75000	74,395
Miscellaneous	1,200	1200	-
Grounds/Snow Removal/MTC	40,500	40,500	38,180
Total	310,550	297,310	270,547