

NEW HOPE-SOLEBURY SCHOOL DISTRICT Engaging, Enriching, and Empowering All Students through a World-Class Education

Finance Committee

September 20, 2018 6:00PM – Upper Elementary School LGI

Per BOG 006.2, all public meetings of the Board of Directors, including committees, are audio recorded.

Call to Order

Approve Minutes from the June 21, 2018 Meeting

Old Business

None

New Business

- 2017-2018 Fiscal Review
 - o Fiscal Dashboard Unaudited 17-18 Financials
 - Food Service Financial Summary
 - Audit Update
- 2018-2019 Budget
 - o Fiscal Dashboard General Fund
 - Fiscal Dashboard Construction Fund
- 19-20 Budget
 - o Act 1 Index estimated 2.3%
- Sunoco Fleet Cards Purchasing Fuel at the pump
- Facility Condition Assessment Draft of Estimated Costs

Public Comment

**Adjournment

**The goal is to adjourn the Finance Committee Meeting at 7:00pm to begin the Facilities Committee Meeting at that time. Finance Committee members are encouraged to stay for at least the first agenda item on the Facilities Committee agenda. There will be a presentation given by EMG regarding the facility condition assessment.



NEW HOPE-SOLEBURY SCHOOL DISTRICT

Engaging, Enriching, and Empowering All Students through a World-Class Education

Finance Committee Minutes

June 21, 2018

Board Chair— Mr. Mark Cowell **Administrative Liaison**—Mr. Andrew Lechman **Attendance**—Please see the accompanying committee attendance sheet.

Mrs. Alderfer called the meeting to order at 6:00 pm and ran the meeting as Mr. Cowell was unable to attend.

Old Business

None

New Business

- 2017-2018 Budget
 - o Mr. Lechman provided an overview of the current status of the 2017-2018 budget as compared to the same period in the prior year. Revenues and expenses continue to trend normally. Current year 93% of budgeted revenues have been received and prior year 93% was received. 77% of budgeted expenditures have been accounted for as compared to 82% prior year. Mr. Lechman reviewed end of year projections which show revenues trending right in line with budget and expenditures continuing to trend about 4% below budget.
 - Budget Transfers were reviewed and it was confirmed that none of these transfers have an impact to the overall 17-18 budget.
 - Mr. Lechman also provided an update on the campus revitalization project financials. The estimated remaining project contingency is \$205,000 as compared to the prior month of \$215,000. Campus revitalization project work and financials are discussed in further detail at the facilities committee meeting.
- Transfer to Capital Reserve Fund

- o Mr. Lechman reviewed the recommendation to initiate a transfer from the general fund to the capital reserve fund. Last year the board approved \$1.76M as a committed fund balance for capital projects. These funds remain in the general fund and can only be appropriated once per year as part of the budget process. A capital reserve fund is a separate account from the general fund and funds transferred to this account can only be used for capital projects or to make debt service payments. This fund should serve as the saving mechanism for approved projects from the facility condition assessment and any other capital needs that are identified. While the use of funds will have an annual plan and will be reviewed regularly with the Finance Committee and the School Board, this fund allows us to be more agile as capital needs arise since there is no annual budget that needs to be approved. There are two motions on the agenda:
 - 1) To transfer \$750,000 immediately
 - 2) To transfer the remaining surplus from the general fund after the final audited financial statements are issued. This motion must occur before June 30 and the actual amount must be approved before December 31.
- Facility Condition Assessment Draft of estimated costs
 - o Mr. Lechman provided an update on the status of the facility condition assessment. To date the LES, UES and MS have been completed and the draft reports are almost in their final form. The summary of the financials show the following as capital needs:
 - General Fund

0-5 years: \$3.2M5-10 years: \$4.7M

• 10-20 years: \$8.5M

Food Service Fund

0-5 years: \$100,0005-10 years: \$175,00010-20 years: \$180,000

It is essential that we have begun to prepare and save now for these future capital needs.

• 2018-2019 Budget

o Final Budget – Prior years there were no changes from the proposed final budget to the final budget. This year required an update as we had a high cost special education student register with the district and a student settlement agreement after the proposed final budget was completed. This required adding a total of \$153,850 of expense to the budget. This is being funded through additional planned draw-downs of School Based Access funds which can only be used for incremental special education costs. The committee reviewed the budget resolutions that will be recommended for Board approval.

Contracts

o Blackboard – This is the vendor that the district uses for web hosting and design and the district emergency phone call system. This vendor was compared against two other comparable solutions and blackboard was the best option at the lowest price. The price for these two solutions is \$10,536.25 which is a \$6,000 savings off of the current year pricing.

Informational Items

- O The Council of Southeast Pennsylvania, Inc. SAP Student Assistance Program (SAP Team). A county liaison that works with us to facilitate meetings, make referrals based on Mental Health, Drug and Alcohol, and provide counseling support to families to our school community through this program. This year, The Council of Southeast PA Inc., will provide free training at the upper elementary and lower elementary school. Early intervention is vital and this program will assist with that. Flat rate regardless of the work done and opens the doors to other services that our students may require.
- o Plumstead Christian School Transportation This is a renewal of an annual agreement between the District and Plumstead Christian School. Plumstead Christian School provides transportation to the students that live within District boundary at a rate of \$8.91 per student per day for the 2018-2019 school year. This is increased from \$8.57 for the 2017-2018 school year. This is an approximate cost of \$1,600 per student for the entire school year and there are currently 4 students transported under this agreement.

Public Comment

- Public comments were made throughout the meeting and are captured in the meeting minutes as appropriate.
- The following comments were made about non-agenda items:
 - o None

Mrs. Alderfer adjourned the meeting at 6:25pm.

Respectfully submitted,

Andrew Lechman
Business Administrator



NEW HOPE-SOLEBURY SCHOOL DISTRICT Engaging, Enriching, and Empowering All Students through a World-Class Education

Finance Committee Meeting Sign-In and Attendance June 21, 2018

Name (Please Print)	Committee (C) or Public (P)
Charles Mulon Admin	C P
ES DUFFLY	C P
Rich Nopp	C P
Deirdre Alderfer	© P
Andy Cechman - Alemin	C P
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	С Р
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Please note: This sign-in sheet will be included in the meeting minutes and posted to the District's website.

New Hope - Solebury School District 2018 - 2019 Fiscal Dashboard - Current August 31, 2018

				17-18					
		16-17		Actual	17-18	17-18	18-19	18-19	18-19
	16-17 Budget	Actual	17-18 Budget	Unaudited	YTD	YTD %	Budget	YTD	YTD %
Beginning Uncommitted Fund Balance	4,332,021		4,768,811	2,783,674			2,783,674		
Committed Fund Balance - PSERS	700,000		700,000	700,000			700,000		
Committed Fund Balance - CAPITAL PROJECTS	=		260,000	1,760,000			1,760,000		
Total Beginning Fund Balance - July 1st	5,032,021		5,468,811	5,243,674			5,243,674		
Revenues									
Local Revenue									
Real Estate Taxes	26,826,194	26,875,862	27,952,707	27,953,969	19,921,255	71%	28,662,487	21,740,257	76%
Deliquent Tax	600,000	522,749	600,000	846,216	,,	0%	525,000	-	0%
Transfer Tax	760,000	917,066	760,000	938,494	95,182	13%	760,000	163,282	21%
Earned Income Tax	3,800,000	4,203,127	3,750,000	4,178,758	454,364	12%	3,750,000	500.850	13%
Other Local Revenue	322,817	478,925	423,067	717,112	22,771	5%	494,067	55,251	11%
State Revenue - General	2,794,910	3,071,603	2,842,977	2,976,877	616,071	22%	2,754,874	626,199	23%
State Revenue - Retirement/FICA Subsidy	3,331,452	3,266,250	3,564,216	3,388,608	,	0%	3,734,496	020,133	0%
Federal Revenue	269,515	146,310	219,500	86,906	301	0%	373,899	1,635	0%
Total Revenue	38,704,888	39,481,892	40,112,467	41,086,940	21,109,944	53%	41,054,823	23,087,473	56%
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Expenditures	_								
Salaries and Wages	18,097,148	18,000,582	18,183,490	17,563,772	787,558	4%	18,367,472	1,163,979	6%
Benefits & Taxes	10,683,618	10,413,019	11,151,650	10,601,914	349,209	3%	11,493,861	753,665	7%
Professinal Services	2,369,938	2,084,760	2,051,747	1,955,244	232,466	11%	2,388,796	107,807	5%
Property Services	920,085	832,545	355,686	302,105	20,352	6%	392,525	19,410	5%
Purchased Services	3,298,423	3,144,494	3,415,309	3,009,913	306,668	9%	3,159,875	261,515	8%
Supplies, Books, Software and Fuel	962,378	688,629	1,764,352	1,519,813	66,489	4%	1,542,595	49,093	3%
Equipment	235,771	173,350	173,475	144,993	-	0%	429,075	-	0%
Interest, Fees, and Dues	856,913	820,756	1,088,395	1,077,759	439,952	40%	1,144,124	504,790	44%
Principal and Transfers	2,686,686	2,626,967	2,153,500	2,790,000	1,405,000	65%	2,136,500	1,090,000	51%
Total Expenses	40,110,960	38,785,102	40,337,604	38,965,513	3,607,695	9%	41,054,823	3,950,259	10%
							<u> </u>	,	
ACTIVITY FOR YEAR	(1,406,072)	696,790	(225,137)	2,121,427			-		
DROJECTED ENDING LINCOMMUTTED FUND DALLANGE									
PROJECTED ENDING UNCOMMITTED FUND BALANCE	2,925,949	4,768,811	2,783,674	4,905,101			2,783,674		
Fund Balance Percentage of Expenditures	7.29%	12.30%	6.90%	12,59%			6.700/		
The second of th	1.2370	12.30%	0.30%	12.59%			6.78%		
PSERS Committed Fund Balance	700,000	700,000	700,000	700,000			700,000		
Capital Projects Fund Balance	,	260,000	1,760,000	1,760,000			1,760,000		
TOTAL ENDING COMMITTED FUND BALANCE	700,000	960,000	2,460,000	2,460,000			2,460,000		
	,	,	_, 100,000	2,400,000			4,400,000		
TOTAL ENDING FUND BALANCE - JUNE 30TH	3,625,949	5,728,811	5,243,674	7,365,101			5,243,674		
				, ,			_,2,0,		

Fiscal Dashboard - 2017-2018 Highlights

2017-2018

Revenue - Revenue received was approximately \$975,000 higher than budget or 2.4%. That was driven by the following:

- Deliquent Tax \$246,000 higher than budget driven by strong collections over the final 3 months of the year: \$275,000
- EIT: exceeded budget by \$430,000 May receipts included 1 week receipt of \$600k due to one time bonus of large employer.
 The previous one week max EIT revenue was \$292k.
- Transfer Tax exceeded budget by \$175,000 due to continued strength of the housing market.
- Investment Earnings exceeded budget by \$186,000 due to rising interest rates and efficient management of CD investments.

Expenditures - Were approximately \$1,375,000 under budget or 3.5%.

- Major Expenditure Items Under Budget:
 - Salary and Benefits under budget by \$1,125,000 driven by:

Settlement of Teachers Contract, Unfilled EDR's, LTS placeholder and Custodial Turnover
Benefits include Payroll Taxes and PSERS from Salary Items and Medical Placeholder of Family for unfilled positions.

- Transportation under budget by \$100,000 due to reduction of a bus and fuel usage lower than anticipated.
- Tuition under budget by \$150,000 due to 2 less charter school students, MBIT reconciliation reduction instead of increase
- Supplies Underspent building/departmental budgets by \$170,000
 - Electricity and Fuel approximately \$70,000 under budget
- Budgetary Reserve \$100,000
- Approved transfer to capital reserve of \$750,000
- ** The recommendation will be to transfer the remaining actual operating surplus to the capital reserve fund to continue to fund the long range facilities capital plan. The current balance is about \$755,000 and the 20 year estimated costs are approximately \$17 M.

Cafeteria Fund - Financial Analysis

%	Change	-14%	3%	-3%	17%	3%	3%	-3%	%0	11%	4%	%	-1%	%%	1%	%/	25%	%9	%8	%	14%	%	317%	-59%	49%	31%	%9-	%/	%0	1%	%	74%	%0	3%					
	\$ Change	(190)	4,433	(176)	15	7,614	216	(190)	750	888	375	2,941	(353)	16,354	926	10,089	4,561	1,085	5,881		149	300	760	(2,506)	410	3,051	(9,474)	870		14	1	425		13,539					
18-19	Budget	1,000	167,000	5,000	100	243,000	8,000	6,000	750	9,000	9,000	40,063	58,000	546,913	15,971	163,711	22,620	18,336	80,126	ı	1,200	200	1,000	3,900	1,250	13,000	150,500	12,500	ı	1,300	ı	1,000	r	546,913	(0)	(40,195)		2.90	3.35
17-18 Actual	Unaudited	1,160	162,567	5,176	85	235,386	7,784	6,190	ŧ	8,111	8,625	37,122	58,353	530,559	75,045	153,622	18,059	17,251	74,245	•	1,051	200	240	9,406	840	9,949	159,974	11,630	•	1,286	1	575	3	533,374	(2,815)	(40,195)		2.90	3.35
16-17	Actual	362	159,753	6,016	150	240,084	10,684	6,357	5,178	7,902	8,708	34,467	55,406	535,068	71,680	157,873	21,541	17,417	68,935	•	1	958	2,561	4,176	066	13,526	152,901	13,409	,	891	0	769	•	527,626	7,442	(37,380)		2.90	3.35
15-16	Actual	29	143,562		136	272,595	12,045	10,722	5,048	6,144	8,595	28,468	49,304	536,685	75,848	150,336	21,815	17,189	56,935	1	572	811	8,782	2,524	1,001	12,303	161,396	10,253	ı	4,957	r	270	1	524,992	11,693	(44,822)		2.85	3.10
14-15	Actual	31	82,837		142	347,400	9,408	9,470	46,999	4,991	8,722	24,247	48,698	582,945	89,433	137,170	18,980	17,445	48,493	214	903	240	2,590	5,217	1	12,336	193,672	22,152	•	1,022	585	417	;	550,867	32,078	(56,515)		2.75	3.00
13-14	Actual	19	92,853		166	340,343	9,276	14,069		4,356	8,466	18,744	34,161	522,452	87,594	132,638	20,410	16,933	37,488	1,579	,	882	3,076	4,407	,	14,570	238,321	14,860		2,138				574,894	(52,442)	(88,593)		2.75	3.00
12-13	Actual	24	107,198		411	331,068	11,462	12,100		5,228	8,971	14,153	34,387	529,895	82,817	151,659	29,820	17,942	28,306	1,489	1	120	2,748	5,731	•	12,010	220,876	15,711	4,892	•	2,166			576,287	(46,392)	(36,151)		2.70	2.95
		R6510 INTEREST			R6615 SALES-REDUCED PRICE LUNCH	R6620 SALES - ALA CARTE		R6630 SALES-SPECIAL FUNCTIONS	R6690 Other REVENUE - PPD	R7600 STATE SCHOOL LUNCH SUBS.	R7810 SOCIAL SECURITY SUBSIDY	R7820 RETIREMENT SUBSIDY	R8531 FEDERAL SCHOOL LUNCH SUBS		.0 ADMIN SALARIES	30 LABORERS	10 GROUP INSURANCE	10 SOCIAL SECURITY	SO RETIREMENT	50 WORKERS COMP.	30 OTHER BENEFITS	24 STAFF DEVELOPMENT		SO REPAIRS & MAINTENANCE			51 FOOD- STUDENT MEALS			740 DEPRECIATION	750 EQUIPMENT	810 DUES AND FEES	930 FUND TRANSFERS	Total Expenditures	Profit / (Deficit)	TOTAL NET POSITION	Price Per Lunch Sales Type A	Elementary	Secondary
		ď	ž	ĕ	ž	ž	ž	ž	ž	<u>82</u>	œ	%	22 22	!	110	180	210	220	230	260	290	324	390	430	580	610	631	632	633	7/	75	∞	9						

New Hope - Solebury School District 2018 - 2019 Fiscal Dashboard - Future Projections August 31, 2018

	19-20 Projection		20-21 Projection	21-22 Projection	22-23 Projection
Beginning Uncommitted Fund Balance	2,783,674		2,597,396	2,023,428	1,201,863
Committed Fund Balance - PSERS	700,000		700,000	700,000	700,000
Committed Fund Balance - CAPITAL PROJECTS	1,760,000		1,760,000	1,760,000	1,760,000
Total Beginning Fund Balance - July 1st	5,243,674		3,297,396	2,723,428	1,901,863
Revenues			,	_, _, _,	
Local Revenue					
Real Estate Taxes	29,248,688	586,201	29,831,613	30,441,497	31,063,579
Deliquent Tax	525,000	. 0	525,000	525,000	525,000
Transfer Tax	760,000	0	760,000	760,000	760,000
Earned Income Tax	3,750,000	0	3,750,000	3,750,000	3,750,000
Other Local Revenue	494,067	0	494,067	494,067	494,067
State Revenue - General	2,768,999	14,125	2,768,999	2,768,999	2,768,999
State Revenue - Retirement/FiCA Subsidy	3,966,349	231,853	4,131,728	4,273,577	4,442,165
Federal Revenue	145,975	(227,924)	145,975	145,975	145,975
Total Revenue	41,659,078	604,255	42,407,383	43,159,115	43,949,784
		1.47%			
Expenditures					
Salaries and Wages	18,804,683	437,211	19,371,045	19,839,357	20,319,426
Benefits & Taxes	12,180,549	686,688	12,743,621	13,273,455	13,871,415
Professinal Services	2,355,796	(33,000)	2,355,796	2,355,796	2,355,796
Property Services and Utilities	392,525	0	392,525	392,525	392,525
Purchased Services	3,165,058	5,183	3,170,395	3,175,894	3,181,557
Supplies, Books, Software and Fuel	1,542,595	0	1,542,595	1,542,595	1,542,595
Equipment	137,655	(291,420)	137,655	137,655	137,655
Interest, Fees, and Dues	1,084,340	(59,784)	1,014,490	961,835	912,077
Principal and Transfers	2,182,155	45,655	2,253,228	2,301,568	2,351,019
Total Expenses	41,845,356	790,533	42,981,351	43,980,680	45,064,064
		1.93%			
ACTIVITY FOR YEAR	(186,278)		(573,968)	(821,564)	(1,114,280)
PROJECTED ENDING UNCOMMITTED FUND BALANCE	2,597,396		2,023,428	1,201,863	87,584
Fund Balance Percentage of Expenditures	6.21%		4.71%	2.73%	0.19%
PSERS Committed Fund Balance	700,000		700,000	700,000	700,000
Capital Projects Fund Balance	1,760,000		1,760,000	1,760,000	1,760,000
TOTAL ENDING COMMITTED FUND BALANCE	2,460,000		2,460,000	2,460,000	2,460,000
TOTAL ENDING FUND BALANCE - JUNE 30TH	5,057,396		4,483,428	3,661,863	2,547,584

<u>Assumptions</u>

Revenue

- Property Tax Revenues Currently 2.0% in 19-20 and 2.0% beyond
 - Act 1 index will be 2.3% for 19-20
- State Education subsidy amount adjusted to reflect current state subsidy amount per 18-19 approved budget
 - Retirement/FICA subsidy increase with Expenditure increases

Expenditures

- Salary increases based on actual Act 93 and NHSEA contracts. Support Staff contract includes a 3% placeholder.
- Payroil Benefits based on actual Act 93 and NHSEA salaries and 3% to match Support Staff placeholder.
- Medical 6% increase
- Retirement Increase based on PSERS schedule released December 2017
- Insurance Increase 3% per year
- Debt Service Matches current debt service schedule projections



Sunoco Commercial Fleet Cards

More Savings. More Convenience. More Control.

SPECIAL OFFER! Save 20¢ per gallon at Sunoco! Ask for details.

Robust Rebates

With one of the best rebates in the business, you can save up to 3% on fuel purchases with the SunTrak® Card,

Advanced Security

Unique Driver ID Numbers help protect you from fraudulent purchases. You will know who bought what, where, when and for how much.

Customized Control

Easily-set customized purchasing limits, ensuring that drivers are only buying what you want them to buy and further helping to prevent fraud.

Acceptance

Accepted at more than 5,000 Sunoco locations, so it's easy for drivers to find a station near them. The Sunoco Universal Fleet Card is accepted at over 90% of U.S. retail fuel locations and 45,000 service locations nationwide — anywhere WEX is accepted.

Save up to 6¢ on every gallon!

Whether you are looking for a program with robust rebates or nationwide acceptance, Sunoco has a card for your business.



Maximize your savings by purchasing fuel at Sunoco, Receive a fuel rebate on every gallon at over 5,000 locations!



Need broader card acceptance? Have the freedom to fuel almost anywhere and save on every gallon purchased at Sunoco.

Monthly Gallons Purchased at Sunoco	Savings per Gallon*
1-499	1¢
500-3,999	3¢
4,000-6,999	4¢
7,000-9,999	5¢
10,000+	6¢

Key Features for Both Card Programs

- Driver ID and Odometer required at time of purchase for ultimate security
- Detailed monthly reporting telling you who bought what, when, where and for how much
- Online account access with purchase control options to prevent unauthorized purchases
- Product type controls
- 24/7 Customer Service

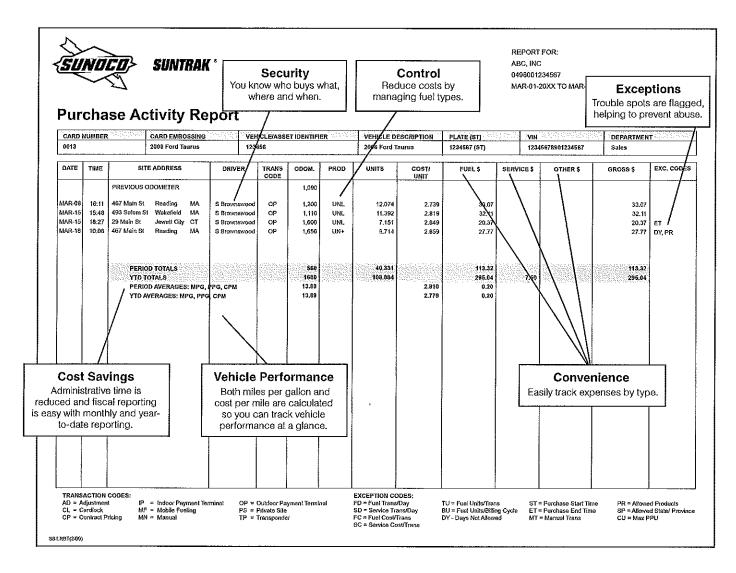


ESTINITION Sunoco Commercial Fleet Cards

More Savings. More Convenience. More Control.

Information the way you need it — useful, flexible, powerful.

At the heart of the Sunoco fleet card program is the Purchase Activity Report, a comprehensive data tool designed to make fleet management easier. The consolidated monthly reporting allows you to see all of your fleet fueling purchases without the hassle of tracking down receipts. You can save hours of administrative time by using either one of the Sunoco Fleet Cards.



Expert Service

With 24/7 award-winning customer support, our experts are just a phone call away both for you and your drivers!



Sunoco Commercial Fleet Cards

More Savings. More Convenience. More Control.

Stay on Top of Expenses with Real-Time Online Access and the Fleet SmartHub Mobile App

- · Re-issue, terminate and check the status of cards
- View posted purchase transactions, getting immediate insight into driver spending and potential red flags
- View and pay your invoice, streamlining your payment process to help avoid fees and eliminate check-writing and collecting receipts
- View all available billed and unbilled credit
- And more!





Keep Track of Drivers with a Range of Purchase Control Tools

Purchase Controls can help you prevent unauthorized purchases by setting rules for how much your drivers buy, how often and when. If a transaction exceeds any of your limits, our system is designed to decline the transaction, subject to the limitations described online.

- Specify what limits you want to set:
 - » Multiple Transactions per Day
 - » Off-Hours Transactions
 - » Day of the Week
 - » Dollars per Day
 - » Dollars per Transaction
 - » Gallons per Transaction
 - » Fuel-only Transactions
- Purchase Alerts allow you to set exception limits. When a purchase exceeds one of those limits, we'll send you an email notification.

For more details and to apply, talk with your Sunoco sales representative.

Additional terms and fees may apply to some program features. Ask your sales representative for details.

Sunoco Fleet Card - Electronic Agreement

Fees

Account Setup \$40.00 Monthly Card Charge \$2 per card

Paper Invoice & Reporting \$10 (Go paperless to WAIVE)*

Before submitting your application, please read through the following terms and conditions for information about eligibility, rates, fees, and other costs, as applicable.

1.Definitions. The below words have the following meanings: "Account(s)" means the charge card credit line extended to Company by Issuer. An Account may be evidenced by a plastic Card or an account number. "Account User" means Company or any other entity or individual authorized by Company to use Account or Cards. "Agreement" means this Fleet Business Charge Card Agreement. "Business Day" means any day other than a Saturday, Sunday or other day on which banking institutions in Utah are generally authorized or required by law or executive order to close. "Card" means a charge card provided by Issuer which is used to access Company's Account. "Controls" are a set of authorization tools designed to assist Company with managing purchases. "Company" means the corporation, partnership, Limited Liability Company, proprietorship or other business entity that has applied for, or accepted an Account with Issuer. "DIN", "DID" or "PIN" means the identification number associated with an Account User or Card. "Issuer" means WEX Bank. "Transaction" means the use of a Card or Account to buy goods or services at accepting merchants. "Unauthorized Transaction" means a Transaction made on a Card or Account by any person or entity other than an Account User.

2. Credit Limits and Accounts.

- 2.1. Issuer in its sole discretion extends credit and establishes Accounts. Issuer may investigate the financial condition of Company or, as applicable, its subsidiaries and affiliates. If requested, Company agrees to furnish Issuer copies of its official and finalized financial statements or other applicable financial information no later than 120 days following the end of each of its fiscal years. The financial statements shall have been prepared, consistently year over year and shall be in accordance with the books and records of Company. Any financial information submitted shall be kept strictly confidential by Issuer.
- 2.2. Account Users can make purchases up to the credit limit that is assigned by Issuer. The credit limit appears on the billing statement and can be monitored via WEXOnline®. Company agrees not to exceed its credit limit. Issuer may change the credit limit without prior notice. Issuer will use its best efforts to provide advance notice of any changes to the credit limit. If Issuer has previously permitted Company to exceed its credit limit, it does not mean that Issuer will permit Company to exceed its credit limit again.
- 2.3. Issuer may suspend an Account or refuse to authorize any Transaction in its sole discretion and specifically in the event that: (i) any balance is past due; and/or (ii) the amount of the Transaction plus the outstanding balance (including Transactions authorized but not yet posted) exceeds the credit limit. Company shall, immediately upon request, pay the amount over the limit and any associated fees or the entire balance due on the Account. Nothing contained in this Agreement prevents Company or an Account User from requesting a modification of the credit limit.
- 2.4. Company shall designate its Account Users as well as those contacts authorized to: (i) provide Issuer with the information necessary to establish and maintain Account(s), Cards, and DINs; (ii) provide vehicle, driver and other information; (iii) receive all Account numbers, Cards or reports; (iv) receive other Account information; and (v) select additional products and/or services that may be offered. Company will provide notice of any change or removal of any contact or Account User either in writing, by telephoning Issuer's customer service department or through Issuer's online system. Company remains liable for any unauthorized use until Issuer receives notice of any change in or removal of any Account User or contact. Issuer is authorized to take instruction from any Account User or contact with apparent authority to act on Company's behalf. Unless Company reports any errors in Account information or Cards, Issuer is entitled to rely on that information for servicing the Account.
- 2.5. Company is responsible for notifying Issuer of any revocation of any Account User's authority and Company shall remain liable for any charges made by an Account User until notice of revocation of authority is received by Issuer. Company agrees that use of a Card and the applicable DIN is deemed authorized use of the Account. Company assumes all risk if Company chooses to leave a Card at an accepting location for use by its drivers or Account Users and as such, agrees to pay for all charges made with that Card or on that Account. Company agrees to keep DINs confidential and to provide for its employees

or Account Users to not disclose any DIN. If Account Users or other employees disclose a DIN or write a DIN on a Card, then Company is liable for any fraudulent use that may result even if the disclosure is inadvertent or unintentional.

- 2.6. All Cards will be valid through the expiration date listed on the Card. Company will automatically receive new Cards prior to the expiration date of their current Cards.
- 2.7. Accounts and Cards will only be used for the purchase of products and services for business or commercial purposes and not for personal, family or household purposes. Company shall adopt internal policies and controls to ensure that the Accounts and Cards are used strictly for business or commercial purposes. Purchases of lottery tickets or other games of chance, gift cards, pre-paid cards or other cash equivalent charges are prohibited. Company agrees that Company's use of Cards or Accounts is deemed acceptance by Company of this Agreement's terms.
- 2.8. Issuer is not responsible in the event a merchant does not accept or honor a Card or Account number as payment.
- 2.9. Company may purchase dyed special fuel using its Account or Cards. Company acknowledges that all dyed special fuel purchases will be used exclusively for off-road purposes and according to all applicable laws governing its use. Issuer is not liable in any way for any misuse or mishandling by Company of any dyed special fuel. Upon request from applicable governmental authorities, Issuer may provide information regarding Company's dyed special fuel purchases without prior authorization from Company.
- 3. Controls. Company may request that Controls be applied to its Account(s).
- 3.1. The availability and effectiveness of Controls is dependent upon each merchant's adoption of card specifications and the information, including product codes that the merchant transmits to Issuer. The product codes are assigned by each merchant and not by the Issuer. In addition, some Controls are not enforceable at island card readers due to equipment restrictions at the merchant location.
- 3.2. Issuer may, in its sole discretion and/or without prior notice, modify Controls for the purpose of, among others, the prevention of suspected fraudulent activity. Issuer may apply default controls on its portfolio of accounts. It is Company's obligation to review the account set-up for all cards based on their individual purchasing needs. Any levels set by Issuer are not intended as a guarantee of no fraudulent activity, but are set at levels to help minimize losses should inappropriate use occur, either by an authorized user or a third party. Issuer will notify Company after any modification to a control setting is made. Company agrees it is responsible for reviewing fraud control data provided by Issuer for the purpose of detecting fraud that may occur within Control parameters.
- 3.3. Default Control values are modified through the online product. More detailed information related to Controls and their limitations is available online. Issuer is not responsible for the prudence of any particular Control level selected by Company. Issuer shall use reasonable efforts to deny requests for Transaction authorizations that fall outside the selected Control parameters. Company remains responsible for payment in full of Transactions which fall outside of the Control parameters selected, if such Transactions are made with a valid Card and are processed by Issuer. The existence and/or use of Controls will not affect Company's liability for Unauthorized Transactions in certain circumstances and is more fully described in the guidance information provided when you make your Control elections. Only transactions submitted for authorization are subject to Controls and those Controls can only be enforced when the merchant provides sufficient information as part of the authorization.
- 4. Reports and Other Product Features.
- 4.1. Issuer provides transaction data for each Account to the Company as transmitted by merchants. Company is responsible for reconciling that data. Issuer will report the data received from merchants and as such is not liable for accuracy or completeness of the data received, posted or contained in any specialty reports, management reports, data services or other information services provided. In addition, Company understands that in the event an error is identified in a report, such as incorrect product code, Company is still liable for the Transaction, but may follow the dispute process to obtain clarifying information.
- 5. Payment Promise.
- 5.1. Company agrees to pay and/or perform: (i) fees listed on the attached fee schedule; (ii) all amounts payable for Transactions on each Card or Account; (iii) any and all costs (including reasonable attorneys' fees) incurred in enforcing Company's obligations in this Agreement; and (iv) all obligations, covenants, and warranties in this Agreement.

- 5.2. Unless otherwise set forth in writing, payment is due in full twenty two (22) calendar days from the billing date appearing on the invoice. If the payment due date falls on a non-Business Day, then payment is due on the Business Day before the due date. Some customers, based upon Issuer's credit review may be required to make payment more frequently or may elect a shorter billing or payment cycle. These customers will receive alternate terms in writing.
- 5.3. Each Guarantor signing the credit application and/or this Agreement, unconditionally, jointly, and severally guarantees the full and prompt payment of all amounts due and owing at any time. Guarantor hereby waives claims and defenses based on principles of surety ship or other applicable law as a guarantor. Each Guarantor agrees to comply with the notification procedures defined herein.
- 6. Upon payment default, finance charges will be assessed at a monthly percentage rate of 2.99%. The periodic rate will be prorated based on the company's billing cycle. Issuer will begin to assess a finance charge on the first day following the date a payment is due and is not posted to the account. The finance charge will be calculated by determining the total balance due on the date the account becomes delinquent. The total balance due includes any additional charges and credits posted to the account since the last billing cycle through the date the past due payment is applied or the close of the next business cycle, whichever happens first, and then subtracting any payments and/or credits entered during that period for Company reported disputes or otherwise. The total balance due will be multiplied by the periodic rate to determine the account's finance charge. In the event that the calculated finance charge is less than seventy-five dollars (\$75.00), a minimum finance charge of seventy-five dollars (\$75.00) will be assessed. If a payment is not received by the payment due date and the balance due is less than ten dollars (\$10), a finance charge will not be assessed and the balance will carry forward to the following billing cycle. If additional charges are posted to the account, including other fees, and the new balance exceeds ten dollars (\$10), a finance charge will be assessed on the new balance upon payment default.
- 7. Application of Payments and Early Payments. Payments will be applied first to unpaid late fees and then to any unpaid balances. Company may pay their Account balance or a portion of it, at any time prior to its due date without penalty.
- 8. Disputed Amounts.
- 8.1. Company shall use its best efforts to resolve purchase disputes directly with the relevant merchant particularly such disputes arising out of quality or warranty issues.
- 8.2. All billed charges must be paid in full regardless of reported disputes. During dispute a temporary credit may be placed on Company's account. Charges must be disputed in writing within sixty (60) days from the billing date or such changes will be final and binding. Company may dispute an amount reflected on a billing statement if: (i) the amount does not reflect the face value of the Transaction; (ii) the amount being disputed is a fee that is not properly accrued under this Agreement; or (iii) Company does not believe it is liable for that amount.
- 8.3 Transactions made at an island card reader where the Company or Account User did not obtain a receipt at the time of sale are eligible for dispute. However, the receipt may provide the only opposing record to the transaction information submitted by the merchant. It is also important to note that island card reader transactions require both a valid card and DID to be authorized and often are the result of employee misuse rather than true fraud as defined in this Agreement.
- 8.4. Certain Transactions in dispute may qualify for charge back to the merchant. Issuer shall attempt to charge the Transaction back to the merchant in accordance with its procedures under its merchant acceptance agreements. Any accepted charge back will be credited to the relevant Account. The Company may be liable for the Transaction if the disputed item is found to be no fault of the merchant and therefore cannot be charged back to the merchant.
- 9. Notice of Loss, Theft or Unauthorized Use. In the event that Company or an Account User knows of or suspects the loss, theft or possible unauthorized use of a Card or Account or if Company would like to terminate an Account User, Issuer must be immediately notified by calling 1-866-523-7866.
- 10. Unauthorized Use and Unauthorized Transactions.
- 10.1. Except as otherwise expressly provided below, Company will be liable to Issuer for all unauthorized use or Unauthorized Transactions that occur if: (i) a Card is lost or stolen and Company does not give immediate notice to Issuer as provided in Section 9 of this Agreement; ii) such use or suspected use occurs as a result of the Company's lack of reasonable security precautions and controls surrounding the Cards or Accounts as described in Sections 2 and 3 of this Agreement; or (iii) such use results in a benefit, directly or indirectly, to the Company or Account User. Misuse as defined by your internal Company policy by an Account User or other employee does not constitute fraud, unauthorized use, or an Unauthorized Transaction.

10.2. If Company has less than ten (10) Cards issued to it for use by Company's Account Users or employees, Company's liability for Unauthorized Transactions will be limited as provided in the Truth in Lending Act and implementing federal regulations (currently \$50.00).

11. Term and Termination.

- 11.1. This Agreement is effective for three (3) years from the date of execution of this Agreement. The initial term of this Agreement shall automatically be extended for additional successive terms of one (1) year each unless either party gives written notice of its election not to extend at least ninety (90) days prior to the end of the term then in effect. Upon termination, Company is still obligated to pay for all Transactions made prior to the termination. Company may retain a copy of any records or Account information for archival or data retention purposes.
- 11.2. Issuer may, at any time, elect to terminate or modify products or services described in this Agreement or on any enrollment upon thirty (30) days prior written notice to Company.

12. Default.

- 12.1. A party to this Agreement may terminate this Agreement at any time upon the default of the other party. "Default" means: (i) the failure of the Company to remit payment to Issuer in accordance with the terms of this Agreement; (ii) the breach by either party of this Agreement, provided the breach is not remedied within 15 days of the defaulting party's receipt of written notice from the other party specifying the breach; (iii) the representation or warranty by either party of any facts in connection with this Agreement that prove to have been materially incorrect or misleading when the representation or warranty was made; (iv) the filing by or against either party of any petition in bankruptcy, insolvency, receivership, or reorganization or pursuant to any other debtor relief law or the entry of any order appointing a receiver, custodian, trustee, liquidator, or any other person with similar authority over the assets of either party; (v) the insolvency, dissolution, reorganization, assignment for the benefit of creditors or any other material adverse change in the financial condition of either party; (vi) the entry of any adverse judgment, order or award against either party that has a material adverse impact on the financial condition of either party or a detrimental effect on the ability of either party to perform its obligations; or (vii) the default by Company under any other agreement between Company and Issuer.
- 12.2. If Company Defaults: (i) it will not have any further right to borrow under this Agreement; (ii) all outstanding amounts under the Account are immediately due and payable; (iii) Issuer may terminate this Agreement; and (iv) Issuer will have the right to bring suit and exercise all rights and remedies available under applicable law. Alternatively, Issuer may, in its sole discretion: (i) suspend all services and obligations; (ii) shorten the billing cycle; or (iii) change the payment terms. The suspension of services and/or obligations will not be deemed a waiver of any right to terminate this Agreement, whether as a result of the Default to which such suspension of services or obligations relates or otherwise.

13. Force Majeure.

- 13.1. In no event shall either party be liable to the other party for any failure or delay in performance wholly or in part due to causes or circumstances beyond its reasonable control and without its fault or negligence including, but not limited to the following: Acts of God; acts of the public enemy; civil disturbance; war; acts of the United States of America or any state, territory or political division of the United States of America; fires; floods; natural disasters; pandemic or epidemic events, regional, statewide, or nationwide strikes, or any other general labor dispute not specific to that party; communication line failures; and/or freight embargoes (collectively "force majeure"). A party's failure to perform its obligations under this Agreement due to force majeure events will not be considered breach or Default if the party has made its best efforts to: (i) comply with its obligations; (ii) avoid an interruption of its performance; and (iii) resume its performance.
- 13.2. The party claiming a failure or delay in performance under this Agreement due to force majeure must promptly notify the other party in writing. In the event that any such force majeure failure or delay continues for a period of more than ten (10) business days, the other party may, upon written notice to the other party, have the option of terminating this Agreement without incurring additional liability.

14. Assignment and Amendment.

14.1. Company may not assign this Agreement or any interest, payment or rights under this Agreement for any reason, without Issuer's prior written consent. Issuer may, in our sole discretion, assign this Agreement and its obligations, transfer any right, or delegate any duty of performance under this credit Agreement without further notice. The person or entity(ies) to whom Issuer makes any assignment is entitled to all of Issuer's rights under this Agreement, to the extent that those rights were assigned.

14.2. You agree that we may change our rates, charges, and other terms of this Agreement (including our Fee Schedule), as well as introduce new terms and fees (such as delinquency charges, insufficient funds charges and supplemental processing fees) when permitted under applicable law, provided you are given advance written notice by us. Any such amendments will apply to the then existing balance of your account to the extent permitted or required by applicable law.

15. Covenants.

- 15.1. The parties represent and warrant that this Agreement constitutes the legal, valid, binding, and enforceable agreement of each party, and its execution and performance of this Agreement: (i) does not constitute a breach of any agreement of either party with any other party, or of any duty arising in law or equity; (ii) does not violate any law, rule or regulation applicable to it; (iii) is within the party's corporate powers; and (iv) has been authorized by all necessary corporate action of the parties.
- 15.2. For Issuer's continued compliance with banking regulations and credit underwriting standards Company will provide Issuer with advance written notice of: (i) any change in Company's legal structure or legal name; (ii) any consolidation, merger or sale of a substantial part of Company's assets; or (iii) any change of control of Company. Issuer reserves the right to make any necessary modifications to the Account terms based upon changes made by Company as referenced above.
- 15.3. As part of Issuer's commitment to customer service, its managers periodically will monitor telephone communications between its employees and its customers to ensure that high quality service standards are maintained. Company consents to that monitoring and recording of telephone communications and agrees to notify employees who may be in telephone contact with Issuer's representatives that periodic monitoring of conversations will occur.
- 16. Severability and Waivers. If any portion of this Agreement is held to be invalid, the remaining portions shall remain in full force and effect. Failure of either party to exercise any of its rights under this Agreement in a particular instance will not be construed as a permanent waiver of those rights. The parties agree voluntarily, intentionally and irrevocably to waive all right to trial by jury in any proceeding instituted in any court, arising out of this Agreement, Company's application for credit, or any related documents. Company waives personal service of process in connection with any action or proceeding commenced by Issuer in connection with this Agreement, and agrees that service may be made by certified mail to the last known address in Issuer's records.

17. Disclaimers and Limitations.

- 17.1. Issuer is not liable for any loss sustained by any party resulting from any act, omission or failure to act by Issuer, whether with respect to the exercise or enforcement of its rights or remedies under this Agreement, or otherwise, unless the loss is caused by Issuer's negligence or willful misconduct. Issuer's liability under this Agreement shall be limited to actual damages incurred by Company as a direct result of Issuer's negligence or willful misconduct. Issuer's liability for actual damages shall not exceed the sum of: (i) all fees paid by Company to Issuer under this Agreement prior to the date when any claim is made against Issuer; plus (ii) all other revenue earned by Issuer for all Transactions made in the 12 months prior to the date of any claim made against Issuer. In no event will either party be liable for incidental, special, consequential or punitive damages and, any right or claim to either is expressly and unconditionally waived.
- 17.2. Except as otherwise required under law, Issuer makes no warranty with respect to goods, products, merchantability, or services purchased on credit through Issuer.
- 17.3. Company acknowledges and agrees that Issuer is not liable to Company for any loss, liability or damages company suffers which result from, are related to, or in any way are connected with any fraud control or purchase restriction measures Issuer elects to implement from time to time, unless such loss, liability or damage is a direct result of Issuer's negligence or willful misconduct.
- 18. Applicable and Conflicting Law.
- 18.1. This Agreement is governed by and construed in accordance with federal law and the laws of the State of Utah (without reference to choice of law rules). Each party waives any objection to venue and any objection based on forum non conveniens in any such court.
- 18.2. Changes in Law: In the event that there is a change in applicable law deemed by Issuer to be material to the administration of the program, Issuer may seek to renegotiate the terms, including, but not limited to, the financial terms of this Agreement. The Company shall have no obligation to renegotiate such terms; provided, that if the parties cannot agree on an

adjustment of such terms, then Issuer may, at its option: (i) allow this Agreement to remain in effect without any such adjustment; or (ii) terminate this Agreement upon written notice to the Company.

- 18.3. If either party is notified by a state or federal regulatory body that any aspect of the services provided by Issuer or this Agreement does not comply with any applicable law, regulation, rule, policy, or order, then the affected party shall give the other party prompt written notice of the non-compliance. Following notice, the affected obligations will be suspended and the failure to perform those obligations will not be deemed a breach of or Default under this Agreement so long as the affected party is unable to perform due to the notice given by the state or federal regulatory body.
- 19. Notices. Except as otherwise provided in this Agreement, all notices will be in writing and deemed effective when personally delivered or mailed, first class postage prepaid to the appropriate party at the address set forth in the application for credit or at such other address as the parties may indicate from time to time. In addition to the notice methods provided above, the parties agree that a communication: (i) by facsimile to a number identified by the recipient as appropriate for communication under this Agreement: or (ii) by e-mail to or from an address normally used by an Account User for business communications shall be considered to be a "writing" and to be "signed" by the party transmitting it for all purposes. The parties agree to waive any claim that a transmission does not satisfy any writing or signature requirements under applicable law. The parties agree that a photocopy or printed copy of a facsimile or e-mail constitutes the "best evidence" and an "original" of such a writing.
- 20. Confidentiality. All information furnished by either party or by any affiliate of Issuer in connection with this Agreement will be kept confidential (and will be used by the other party only in connection with this Agreement), except to the extent that the information: (i) is already lawfully known when received; (ii) becomes lawfully obtainable from other sources; (iii) is required to be disclosed in any document filed with the Securities and Exchange Commission, the Federal Deposit Insurance Corporation, or any other agency of any government; or (iv) is required by law to be disclosed, provided that notice of the disclosure has been given (when legally permissible) by the party proposing to make such disclosure, which notice, when practicable, shall be given sufficiently in advance of the proposed disclosure to permit the other party to take legal action to prevent the disclosure. Nothing in this section or this Agreement prohibits Issuer from providing any information to its affiliates or third-party servicers in connection with the operation and maintenance of Issuer's Card program, and Company expressly agrees to these disclosures and use of information, provided that such affiliates and third party servicers agree to maintain the information confidentially and not disclose it to any other parties without Issuer's authorization. In addition, Company agrees and understands that transaction information may be provided to merchants who have accepted the Card as payment for goods and services purchased by Company.
- 21. Relationship of the Parties. Nothing contained in this Agreement shall be construed as constituting or creating a partnership, joint venture, agency, or other association or relationship between Issuer and Company. To the extent that either party undertakes or performs any duty for itself or for the other party as required by this Agreement, the party shall be construed to be acting as an independent contractor and not as a partner, joint venturer, or agent for the other party.
- 22. Compliance with Applicable Laws.
- 22.1 Customer Identification Compliance. Issuer complies with federal law which requires all financial institutions to obtain, verify, and record information that identifies each company or person who opens an account. Issuer may ask for name, address, date of birth, and other applicable information to identify the Company and/or Account Users.
- 22.2 Data Privacy and Business Continuity. Issuer is subject to certain laws governing the protection of Company's information and the information of their employees and Account Users using the Program. As such, Issuer shall provide its credit services to Company in accordance with applicable laws and standards to protect and keep confidential such information. In doing so, Issuer shall maintain an information security plan and business continuity plan to help ensure that its systems are maintained in accordance with banking standards and regulations applicable to the information being held by Issuer.
- 23. International Use of Cards/Currency Conversion.
- 23.1. Cards are issued for use by Company's United States based operations, but may be used in Canada. Company may not distribute Cards to employees based in countries other than the United States. If Cards are used in any other country other than the United States, Company will: (i) be billed in US Dollars; (ii) receive reporting in English; and (iii) accept the currency conversion fee as reflected in Issuer's Fee Schedule.
- 23.2. Issuer will convert any purchase made in a foreign currency into a U.S. Dollar amount before the Transaction is posted to the Account. The exchange rate between the Transaction currency (the foreign currency) and the billing currency (U.S. Dollars) used for processing international Transactions is a rate selected by Issuer using rates available in wholesale currency

markets for the date that the Transaction is posted by Issuer, which rate may vary from the rate Issuer itself receives, or the government mandated rate in effect at that time.

24. Discounts/Rebates. You may be offered discounts and/or rebates by participating in this card program from time to time. Such discounts and/or rebates may be suspended, modified or discontinued at any time without prior notice and may not be applicable to all fuel types. In addition, certain conditions in order to earn or receive the rebate or discount such as but not limited to maintaining your account in good standing will apply and be provided to you when such offers are made. CREDIT DISCLOSURE: The undersigned applicant/buyer ("Applicant") represents that the information given in this application is complete and accurate and authorizes WEX Bank ("Card Issuer") to check with credit reporting agencies, credit references and other sources disclosed to confirm information given. Applicant requests a business charge account, if approved for credit, and one or more business charge cards from Card Issuer. Applicant agrees to the terms and conditions set forth in the Business Charge Account Agreement provided with this application and/or provided with the business charge card(s). Use of any card issued pursuant to this application confirms Applicant's agreement to said terms and conditions. By providing the phone numbers below, Applicant authorizes Card Issuer to contact Applicant at any of these numbers regarding this application or any account opened as a result of this application. FEDERAL COMPLIANCE: Our bank complies with Federal law which requires all financial institutions to obtain, verify, and record information that identifies each company or person who opens an account. What this means for you: when you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents for your business.

Fee Schedule

Your use of your Account indicates your acceptance of this Business Charge Account Agreement and this schedule of fees and charges.

Set-up Fee \$40.00 Monthly Card Charge \$2.00 per card Replacement Card \$2.00 per card

International Currency Conversion Fee2% of the total transaction value

Reproduced Reports \$25.00 per request
General Research Fee \$15.00 per hour
Expedited Shipping Fees Cost Varies
Returned Payment Fee \$50.00

Reactivation Fee \$50.00 per occurrence (max monthly fee of 50.00)

Truck Stop Fee \$1.25 per card swipe at a diesel pump Paper Invoice & Reporting \$10 (Go paperless to WAIVE)*

Pricing for additional products and services is available upon request or reflected on the enrollment forms or in the terms of use that you must agree to in order to receive the additional products and services.

^{*}Customer must log into their account online to turn off paper invoicing to avoid this fee.

Facility Conditon Assessment - DRAFT ONLY

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