


MT. SAN ANTONIO COLLEGE
Office of Fiscal Services

Memo

To: Dr. Feddersen
From: Nancy Rice 
Date: December 20, 1999
Re: City of Walnut - Performing Arts Center

Karen Wall and Bill Eastham have provided the attached information in response to Dr. Hall's questions during Wednesday night's Board of Trustees meeting regarding our agreement with the City of Walnut.

Information Summary:

- In 1996-97 Mt. SAC received \$654,000 from the City of Walnut to be used toward construction costs of our Performing Arts Center.
- The agreement between Walnut and Mt. SAC states that Mt. SAC will reimburse Walnut \$1 for every ticket sold for all Performing Arts Center performances.
- The agreement also states that the City is entitled to ten "free" days per year each for the Clarke Theater and the Recital Hall. The fair rental value of the "free" days is credited by the City as contributing toward the reimbursement.
- Through June 30, 1999, the City has been reimbursed \$37,784 for ticket sales and \$38,508 for usage credit for a total of \$76,292.

The accounting summary for the first quarter should be completed soon. It appears that we will reach the \$100,000 reimbursement threshold this year. When that occurs, we may want to use that occasion as a photo opportunity for distribution to the local media.

NMR/kjm

attachment

City of Walnut
Performing Arts Center Loan Repayment Summary
7/1/96 thru 6/30/99

Report Number	Fiscal Quarter	Ticket Fees	PAC Usage Credit	Total Repayment
1	Q1 1996-1997	\$2,698.00	\$0.00	\$2,698.00
2	Q2 1996-1996	\$2,019.00	\$2,192.00	\$4,211.00
3	Q3 1996-1997	\$3,238.00	\$0.00	\$3,238.00
4	Q4 1996-1997	\$3,137.00	\$2,192.00	\$5,329.00
5	Q1 1997-1998	\$3,105.00	\$3,601.00	\$6,706.00
6	Q2 1997-1998	\$3,945.00	\$3,152.00	\$7,097.00
7	Q3 1997-1998	\$1,729.00	\$4,626.50	\$6,355.50
8	Q4 1997-1998	\$4,219.00	\$4,714.00	\$8,933.00
9	Q1 1998-1999	\$2,751.00	\$0.00	\$2,751.00
10	Q2 1998-1999	\$4,061.00	\$5,344.00	\$9,405.00
11	Q3 1998-1999	\$3,571.00	\$9,262.00	\$12,833.00
12	Q4 1998-1999	\$3,311.00	\$3,424.00	\$6,735.00
TOTALS		\$37,784.00	\$38,507.50	\$76,291.50

City of Walnut
Performing Arts Center Usage Summary
2nd Quarter 1996/1997

Date	Event	Fee Schedule Cost	Usage Days
12/2/96	Children's Dance Rehearsal	\$960.00	0.5
12/3/96	Children's Dance Program	\$1,232.00	0.5
TOTALS		\$2,192.00	1

City of Walnut
Performing Arts Center Usage Summary
4th Quarter 1996/1997

Date	Event	Fee Schedule Cost	Usage Days
6/6/97	Children's Dance Rehearsal	\$960.00	0.5
6/7/97	Children's Dance Program	\$1,232.00	0.5
TOTALS		\$2,192.00	1

City of Walnut
Performing Arts Center Usage Summary
1st Quarter 1997/1998

Date	Event	Fee Schedule Cost	Usage Days
9/5/97	Los Lobos (Friends of Kelly)	\$3,601.00	1
TOTALS		\$3,601.00	1

City of Walnut
Performing Arts Center Usage Summary
2nd Quarter 1997/1998

Date	Event	Fee Schedule Cost	Usage Days
12/17/97	Collegewood Rehearsal	\$960.00	0.5
12/18/97	Collegewood Rehearsal	\$960.00	0.5
12/18/97	Collegewood Performance	\$1,232.00	0.5
TOTALS		\$3,152.00	1.5

City of Walnut
Performing Arts Center Usage Summary
3rd Quarter 1997/1998

Date	Event	Fee Schedule Cost	Usage Days
1/24/98	Steven Bishop Concert	\$4,626.50	1
TOTALS		\$4,626.50	1

City of Walnut
Performing Arts Center Usage Summary
4th Quarter 1997/1998

Date	Event	Fee Schedule Cost	Usage Days
6/5/98	Children's Dance Rehearsal	\$960.00	0.5
6/6/98	Children's Dance Show	\$1,232.00	0.5
6/12/98	East Valley Choir Rehearsal	\$960.00	0.5
6/13/98	East Valley Choir Show	\$1,562.00	0.5
TOTALS		\$4,714.00	2

City of Walnut
Performing Arts Center Usage Summary
2nd Quarter 1998-99

Date	Event	Fee Schedule Cost	Usage Days
12/8/98	Children's Dance Rehearsal	\$960.00	0.5
12/9/98	Children's Dance Show	\$1,232.00	0.5
12/9/98	Collegewood Rehearsal	\$960.00	0.5
12/10/98	Collegewood Rehearsal	\$960.00	0.5
12/10/98	Collegewood Performance	\$1,232.00	0.5
TOTALS		\$5,344.00	2.5

City of Walnut
Performing Arts Center Usage Summary
3rd Quarter 1998-99

Date	Event	Fee Schedule Cost	Usage Days
1/15/99	Walnut 40th Gala Prep (PAC)	\$960.00	1
1/16/99	Walnut 40th Gala (PAC)	\$1,232.00	1
1/16/99	Walnut 40th Gala Dinner (9C)	\$1,300.00	0
2/28/99	Kiwanias (Recital Hall)	\$1,080.00	1
3/2/99	Kiwanias (Recital Hall)	\$640.00	0.5
3/4/99	Kiwanias (Recital Hall)	\$640.00	0.5
3/5/99	Kiwanias (Recital Hall)	\$850.00	0.5
3/6/99	Kiwanias (Recital Hall)	\$1,700.00	1
3/7/99	Kiwanias (Recital Hall)	\$860.00	1
TOTALS		\$9,262.00	6.5

City of Walnut
Performing Arts Center Usage Summary
4th Quarter 1998-99

Date	Event	Fee Schedule Cost	Usage Days
4/1/99	Walnut High School	\$1,232.00	1
6/28/99	Kid's Dance Rehearsal	\$960.00	0.5
6/29/99	Kid's Dance	\$1,232.00	0.5
TOTALS		\$3,424.00	2

AGREEMENT
BETWEEN
WALNUT IMPROVEMENT AGENCY
AND
MT. SAN ANTONIO COMMUNITY COLLEGE DISTRICT

WHEREAS Mt. San Antonio Community College District (hereafter "the District") has received approval from the State of California for the construction of a new, state-of-the-art, 66,700 square foot Performing Arts Center which will include a 400 seat theatre; a 250 seat recital hall; a dance studio which can accommodate up to 150 convertible seats; a rehearsal lab with an audience capacity of 150 convertible seats; drama, band and choral rooms; scene shop; classrooms; music rooms; offices; and lecture rooms; and

WHEREAS the total projected cost of the Performing Arts Center is \$16,957,000; and

WHEREAS the total state approved and anticipated support for the Performing Arts Center is \$15,291,000, leaving a budget shortfall for the project of \$1,666,000; and

WHEREAS the District has always enjoyed a very positive relationship with the residents of the City of Walnut (hereafter "the City"), with community members being very supportive of the performing arts and cultural programs at the college; and

WHEREAS the presence of the Performing Arts Center in the community will benefit the residents of the City of Walnut by providing high quality theatrical, dance and musical performances in the community; and

WHEREAS the Walnut Improvement Agency (hereafter "the Agency") wishes to participate on behalf of the Walnut community in the construction of the Performing Arts Center.

THEREFORE, in consideration of the following promises, the parties do hereby agree as follows:

1. Financial Assistance by the Agency. The Agency shall contribute a maximum of \$1,000,000 to the District for construction of the Performing Arts Center.

a. The parties agree that \$1,000,000 constitutes 5.9 percent (5.9%) of the total estimated cost of construction of the Performing Arts Center.

b. If the final cost of the Performing Arts Center is reduced, the contribution from the Agency will be reduced to a rate of 5.9 percent (5.9%) of the total construction cost.

c. The Agency's contribution shall be used only for the purpose of construction of the Performing Arts Center. Upon reasonable request by the Agency, the District shall provide an accounting of the expenditure of the Agency's \$1,000,000 contribution.

2. Time of Payment. The Agency's obligation to deliver its contribution shall arise when the District has obtained funding to complete the Performing Arts Center. Therefore, the Agency shall promptly make payment upon both of the following:

a. Certification by the District to the Agency in writing that it has received commitment for payment of the remaining \$666,000 in budget shortfall;

b. Certification by the District to the Agency in writing that ninety percent (90%) of State funding has been drawn.

3. Reimbursement. The District will reimburse the City for the Agency's share of the cost of construction of the Performing Arts Center by making payment for a period of twenty (20) years effective upon the date the Performing Arts Center is open and operational. Reimbursement from the District to the City shall be as follows:

a. The District will pay to the City on a quarterly basis \$1.00 for every ticket sold for all performances held within the Performing Arts Center. The \$1.00 per ticket revenue shall not be a tax.

b. Payments due the City under this provision shall be computed quarterly, for the preceding quarter, as of March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than sixty (60) calendar days after the dates listed in the previous sentence. Each payment shall be accompanied by a brief report showing the basis for the computation and such other relevant facts as may be reasonably required by the City.

c. The City shall have the right to inspect the District's records showing the gross receipts from which its payments are computed and the right of audit and recomputation of any and all amounts paid under this Section. No acceptance of any payments shall be construed as a release or as an accord and satisfaction of any claim the City may have for further or additional sums payable under this Section for the performance of any other obligation hereunder.

d. In the event that the payment from the District to City is not received by the City within the specified time of sixty (60) calendar days, District shall be subject to a penalty in the amount of ten percent (10%) of the amount then due the City, based on ticket sales, or of \$500, whichever is less; the penalty will be assessed and paid for each month or portion thereof, not including the sixty (60) calendar day grace period, in which the payment remains due and owing.

e. *The City of Walnut, together with other civic organizations designated in writing by the City to the District, shall have all fees waived for use of the Theatre for a total of ten days per year, and shall have all fees waived for use of the Recital Hall for a total of ten days per year. All other uses of the facilities shall be at their fair rental value.*

f. *The schedule of free use by the City and civic organizations shall be by mutual agreement between City and District.*

g. *The fair rental value of the ten days of use of the Theatre and the ten days of use of the Recital Hall shall be reported in the District's quarterly report to the City and shall be credited by the City as a reimbursement from the District.*

h. *Revenue to the City from ticket sales under this agreement is estimated to total \$1,000,000 over the twenty-year reimbursement period. If, at the conclusion of twenty (20) years, reimbursement under Sections 3a and 3g does not total a minimum of \$1,000,000, then this Agreement shall automatically renew and remain in effect until reimbursement revenue to the City under Sections 3a and 3g totals \$1,000,000.*

i. *At any time during the terms of this agreement the District may repay the unpaid balance of the \$1,000,000 to the Agency, and at such time, all terms and conditions of this agreement will cease. "Unpaid balance" shall mean \$1,000,000 less any reimbursement which has been made and credited pursuant to sections 3a and 3g of this agreement.*

4. Acknowledgement. *The District shall acknowledge the contribution and assistance of the Agency in the following ways:*

a. *Upon completion of the dedication of the Performing Arts Center, a special reception for residents of the City of Walnut will be held by the District.*

b. *Residents of the City of Walnut will be given first opportunity to purchase season tickets for the twenty-year term of reimbursement.*

c. *A special tribute to the City of Walnut will be prominently displayed in the lobby of the Performing Arts Center in recognition of the City's financial assistance during the twenty year reimbursement period.*

d. *A tribute to the City of Walnut will appear in each program for the twenty-year term of reimbursement.*

5. Exemption from Benefit Assessment District. *If the District establishes a benefit assessment district for recreation and/or performing arts facility construction or maintenance, the property owners in the City of Walnut will be exempt for the twenty-year term of reimbursement, or the City will be reimbursed in an amount equal to \$1,000,000 less any reimbursement which had been made and credited pursuant to Sections 3a and 3g of this agreement.*

6. Damage or Destruction of Performing Arts Center. In the event that all or a part of the Performing Arts Center is damaged or destroyed, partially or totally, from any cause during the period of this Agreement, then the District may, at its sole option, do one of the following:

a. The District shall, at no cost to the Agency, from the proceeds of insurance or, to the extent permitted by law, from any other lawfully available funds of the District, cause the Performing Arts Center to be repaired, restored and rebuilt.

b. The District shall promptly, from the proceeds of insurance or from any other lawfully available funds of the District, pay to the Agency an amount equal to \$1,000,000 less any reimbursements which have been made and credited pursuant to Sections 3a and 3g of this Agreement.

7. Understanding of the Parties. This Agreement shall constitute the complete and exclusive statement of understanding between the District and the Agency, unless amended in writing. Further, this Agreement supersedes all previous written or oral representations or agreements made between the District and the Agency relating to the subject of this Agreement.

8. Notice. All notices required under this Agreement shall be deemed given when personally delivered or deposited in the U.S. Mail, postage prepaid, to the following:

For the District:

President
Mt. San Antonio Community College District
1100 North Grand Avenue
Walnut, CA 91789

For the Agency:

City Manager
City of Walnut
21201 La Puente Road
P. O. Box 682
Walnut, CA 91788-0682

9. Assignment. The Agency shall not assign or transfer by operation of law, or otherwise, any or all of its rights or obligations under this Agreement.

10. Hold Harmless.

a. District shall, to the extent permitted by law, indemnify, protect, defend and hold the Agency and the City of Walnut, its officers, agents, employees and independent contractors free and harmless from any costs, attorney's fees, expenses, losses, liability, claims, damages, and causes of action whatsoever, based or asserted on an act or omission, including premises liability, of the District, its officers, agents,

employees, subcontractors and independent contractors, for property damage, bodily injury, death or any other element of damage of any kind or nature relating to or in any way connected with or arising from this agreement.

b. To the extent that the Agency or the City of Walnut uses the Performing Arts Center or designates other civic organizations to use the Performing Arts Center pursuant to Paragraph 3e of this agreement, Agency and the City of Walnut shall, to the extent permitted by law, indemnify, protect and hold District, its officers, agents, employees and independent contractors free and harmless from any costs, attorney's fees, expenses, losses, liability, claims, damages and causes of action whatsoever, based or asserted on an act or omission of Agency or the City of Walnut, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury or death or any other element of damage of any kind or nature related to or in any way connected with or arising from the Agency's or City of Walnut's use of the Performing Arts Center or designates other civic organizations to use the Performing Arts Center pursuant to paragraph 3e of this agreement.

Dated: November 24, 1993

WALNUT IMPROVEMENT AGENCY

By: 
Chairman

Dated: November 24, 1993

MT. SAN ANTONIO COMMUNITY COLLEGE
DISTRICT

By: 
President

C - Rita B
City - file PAC account

MT. SAN ANTONIO COLLEGE

February 28, 1997

1100 NORTH GRAND AVENUE
WALNUT, CA 91789-1399



JUBILEE

Donald A. Allen
Director of Community Services
City of Walnut
21701 East Valley Blvd.
Walnut, CA 91789-2018

(FRC)
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Dear Don,

Under the terms of the Agreement Between the Walnut Improvement Agency and the Mt. San Antonio Community College District, the College is to submit quarterly payment for ticket fees collected pursuant to the agreement. Our office has now completed the task of reviewing receipts for the past quarter, and I am pleased to submit under this cover a check for ticket fees in the amount of \$2,019.00. Additionally, we are submitting a claim for an additional credit of \$2192.00 for the City's use of the Center on December 2nd and December 3rd as per our agreement.

I have also included a brief summary of the sales figures for each event as required by the agreement. A considerable amount of additional information is available to you at all times to substantiate these figures if required.

The sales report does include ^a correction to an event at the Center on September 13, 1996. Two seats to the production of Oleana were mistakenly entered into the box office computer as cash sales when they were actually given out as complementary tickets not subject to the ticket fee. This mistake was discovered during an audit of box office receipts. I have entered a credit of \$2.00 on the current report to bring the accounting of sales in line with actual activity.

As always, the College is extremely grateful for the invaluable assistance provided to us by the City. Without your financial assistance, our students would not have access to this incredible facility.

Sincerely,

William Eastham
Director, Campus Events

✓ cc: Dr. William Feddersen, President

<p align="center">City of Walnut Ticket Fee Summary Report # 2 2nd Quarter 1996/1997</p>

Series Sales

Series Name	Series Tickets Sold	Shows per Series	Ticket Fees Collected
Music Instrument Series	40	4	\$160.00
Music Choral Series	21	4	\$84.00
Series Totals	61		\$244.00

Single Ticket Sales

Single Show Name	Performance Date	Tickets Sold	Ticket Fees Collected
Fall Band Concert	11/23/96	314	\$314.00
Tandy Beal Dance Recital	11/26/96	128	\$128.00
The Forgotten Carols	12/01/96	147	\$147.00
Heidi Chronicles	12/06/96	59	\$59.00
Jazz & Swing Concert	12/07/96	241	\$241.00
Heidi Chronicles	12/07/96	61	\$61.00
Holiday Children's Dance Program	12/08/96	227	\$227.00
Heidi Chronicles	12/08/96	40	\$40.00
Heidi Chronicles	12/13/96	38	\$38.00
Holiday Choral Music	12/14/96	382	\$382.00
Heidi Chronicles	12/14/96	32	\$32.00
Heidi Chronicles	12/15/96	45	\$45.00
Family Holiday Show	12/20/96	63	\$63.00
Correction to Oleana Production	09/13/96	-2	(\$2.00)
Single Sales Totals		1775	\$1,775.00

Grand Total Series Sales Ticket Fees	\$244.00
Grand Total Single Sales Ticket Fees	\$1,775.00
Grand Total Ticket Fees Due	\$2,019.00

City of Walnut
Performing Arts Center Usage Summary
2nd Quarter 1996/1997

Date	Event	Fee Schedule Cost	Usage Days
12/2/96	Children's Dance Rehearsal	\$960.00	0.5
12/3/96	Children's Dance Program	\$1,232.00	0.5
TOTALS		\$2,192.00	1

City of Walnut
Performing Arts Center Loan Repayment Summary
7/1/96 thru 6/30/99

Report Number	Fiscal Quarter	Ticket Fees	PAC Usage Credit	Total Repayment
1	Q1 1996-1997	\$2,698.00	\$0.00	\$2,698.00
2	Q2 1996-1996	\$2,019.00	\$2,192.00	\$4,211.00
3	Q3 1996-1997			\$0.00
4	Q4 1996-1997			\$0.00
5	Q1 1997-1998			\$0.00
6	Q2 1997-1998			\$0.00
7	Q3 1997-1998			\$0.00
8	Q4 1997-1998			\$0.00
9	Q1 1998-1999			\$0.00
10	Q2 1998-1999			\$0.00
11	Q3 1998-1999			\$0.00
12	Q4 1998-1999			\$0.00
TOTALS		\$4,717.00	\$2,192.00	\$6,909.00



P.O. Box 682, Walnut, CA 91788-0682
21201 LA PUENTE ROAD
WALNUT, CALIFORNIA 91789-2018
Telephone (909) 595-7543
FAX (909) 595-6095

JUNE WENTWORTH
Mayor
WILLIAM T. CHOCTAW, M.D.
Mayor Pro Tem
"BERT" ASHLEY
JOAQUIN LIM
ROBERT PACHECO
Council Members

CITY OF WALNUT

August 30, 1996

Dr. Bill Fedderson, President
Mt. San Antonio College
1100 North Grand Avenue
Walnut, California 91789

Dear Dr. Fedderson:

At its meeting of August 14, 1996, the Walnut Improvement Agency approved Mt. San Antonio College's request to disperse a percentage of the City's loan funds for the Performing Arts Center, which was agreed to between the Agency and Mt. SAC in 1993.

Enclosed is the City of Walnut's first loan payment in the amount of \$654,000.00 for Mt. San Antonio College's Performing Arts Center.

On behalf of the City Council, congratulations on the completion of the Performing Arts Center! The City Council and staff look forward to the Center's dedication ceremony on September 4, 1996, as well as the many events to be offered to our community beginning September 6, 1996.

Sincerely,


June Wentworth
Mayor

JW:DMI:S:\CORRES\MT.SAC\$

Enc.

C. Board.
O'Brien
Guzino

CITY OF WALNUT • WALNUT, CA

CHECK NUMBER 27648
VENDOR 2902

H
DATE 08/28/96

VOUCHER NO.	VOUCHER DATE	INVOICE NO.	DESCRIPTION	AMOUNT
	08/28/96	082896	PERFORMING ARTS CENTER MSAC	\$ 14000.00

Please Detach Here and Retain Top Portion For Your Records

TOTAL THIS CHECK \$ 14000.00



CITY OF WALNUT
21201 LA PUENTE ROAD
P.O. BOX 682
WALNUT, CA 91788-0682

BANK OF AMERICA
WALNUT BRANCH
200 SO. LEMON AVENUE
WALNUT, CA 91789

16-66
1220

027648

DATE 08/28/96 AMOUNT \$ 14000.00

PAY THE EXACT AMOUNT OF

*****FOURTEEN THOUSAND DOLLARS AND NO CENTS*****

PAY
TO THE
ORDER
OF

MT. SAN ANTONIO COLLEGE
1100 NORTH GRAND AVENUE
WALNUT, CA 91789

MAYOR

FINANCE OFFICER

CITY TREASURER

⑈027648⑈ ⑆122000661⑆ 07824⑈80200⑈

CITY OF WALNUT • WALNUT, CA

CHECK NUMBER 027620

VENDOR MT. SAN ANTONIO COLLEGE

DATE

H
08/28/96

VOUCHER NO.	VOUCHER DATE	INVOICE NO.	DESCRIPTION	AMOUNT
00108763	08/15/96	081596	PERFORMING ARTS CTR MSAC	640000.00

Please Detach Here and Retain Top Portion For Your Records

TOTAL THIS
CHECK

\$640000.00



CITY OF WALNUT

21201 LA PUENTE ROAD
P.O. BOX 682
WALNUT, CA 91788-0682

BANK OF AMERICA
WALNUT BRANCH
200 SO. LEMON AVENUE
WALNUT, CA 91789

16-66
1220

027620

DATE 08/28/96 AMOUNT \$640000.00

*****SIX HUNDRED FORTY-THOUSAND DOLLARS AND 00 CENTS

PAY
TO THE
ORDER
OF

MT. SAN ANTONIO COLLEGE
1100 NORTH GRAND AVENUE

WALNUT, CA 91789

[Signature]
MAYOR
[Signature]
FINANCE OFFICER
CITY TREASURER

⑈027620⑈ ⑆122000661⑆ 07824⑈80200⑈