

RENT STABILIZATION

Landlord Worksheet Rent Increase using Fair Return Standard: Maintenance of Net Operating Income (MNOI)

Amortized Costs of Capital Improvements included in Operating Expenses

Introductory Information

A landlord is entitled to a Fair Return on rental property. Pursuant to the Rent Stabilization Ordinance, the City has adopted fair return regulations (posted on the website).

1. Presumption of Base Year Net Operating Income

It shall be presumed that the net operating income received by the landlord in the Base Year provided a Fair Return. This presumption may be rebutted, in which case an adjusted Base Year Net Operating Income shall be used.

2. Fair Return

A landlord has the right to obtain a net operating income equal to the Base Year (2019) net operating income adjusted by 100% of the percentage increase in the Consumer Price Index (CPI), since the Base Year. It shall be presumed this standard provides a Fair Return.

3. Base Year

- (a) Calendar year 2019 is the Base Year.
- (b) In the event that a prior determination of the allowable Rent is made pursuant to a Fair Return petition, if a subsequent petition is filed, the Base Year shall be the year that was considered as the "current year" in the prior petition.
- (c) Unless otherwise exempted from the limitation on rent increases by local, state or federal laws or regulations, if a Rental Unit enters the marketplace for the first time after 2019, the Base Year shall be the year the Unit entered the marketplace.

4. Current Year

The "current year" shall be the calendar year preceding the application.

5. CPI (Consumer Price Index)

The annual CPI for the current year for All Urban Consumers for the Minneapolis-St. Paul-Bloomington area (All Items) provided by the U.S. Bureau of Labor Statistics [Bureau of Labor Statistics Data (bls.gov)].

I. General	1. Street Address: 1391 and 1399 Hazelwood St.	
Information About the	2. Parcel Numbers(s): 222922310004, 222922310003	
Property	3. Year Property Purchased by Current Owner: 2001	
	4. Total Number of Units on the Property: 29	
	5. Total Number of Units Affected by Proposed Rent Increase: 29	
	6. Are there Rental Units that are Partially or Fully Exempt? Number of Exempt Ren	tal
	Units and Basis for Exemption:	
11. L = := :llowd	7. Name: Penelope A. Brown	
II. Landlord Information	8. Phone(s): (763)537 - 4527	
-	9. Business Address: 4819 Azelia Ave N, Unit 11	
	10. City, State, Zip: Brooklyn Center, MN 55429	
	11. Business E-mail: pennybrown744@gmail.com	
III. Agent		
III. Agent Information	12. Name:	
_	13. Phone(s): ()	
Information	13. Phone(s): () 14. Business Address:	
Information	13. Phone(s): () 14. Business Address: 15. City, State, Zip:	
Information	13. Phone(s): () 14. Business Address:	
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Information	13. Phone(s): () 14. Business Address: 15. City, State, Zip: 16. Business E-mail: 17. Please Check The Applicable Boxes	
Information (if applicable)	13. Phone(s): () 14. Business Address: 15. City, State, Zip: 16. Business E-mail: 17. Please Check The Applicable Boxes (Identify the manner in which each service is paid) Paid by Landlord, but Landlord pays service and	
Information (if applicable)	13. Phone(s): () 14. Business Address:	
Information (if applicable)	13. Phone(s): () 14. Business Address: 15. City, State, Zip: 16. Business E-mail: 17. Please Check The Applicable Boxes (Identify the manner in which each service is paid) Paid by Landlord, but Tenants pay Landlord pays service and passes cost through to passes cost through the passes	

Tenants Gas X Electricity X Water X Sewer X Garbage X Other: X Service directly Service directly Fasses cost through to Tenants Fenants Service directly Fasses cost through to Tenants Tenants A Service directly Fasses cost through to Tenants Tenants A A Other: Service directly Fasses cost through to Tenants Tenants A Other: A Other: Service directly Fasses cost through to Tenants Tenants A Other: Service directly Fasses cost through to Tenants Tenants

٧.	Changes	to
	Services	

18. Briefly describe the services provided to the rental units. Include all services provided and state which services are provided without additional charge:

on-sit	e maintenance, wifi, common area electricity, water, gas, and garbage provided by landlord at no
	f there have been any changes to the services listed above or in the esponsibility for their payment since the base year, please explain:

20. Calculation of Net Operating Income

VI. Income and Expense Explanation and Calculations

Net operating income shall be calculated by subtracting operating expenses from gross rental income.

A. Gross Rental Income

Gross rental income shall include:

Scheduled rental income at one hundred percent (100%) occupancy plus all other income or consideration received or in connection with the use or occupancy of the Rental Unit.

If there is a change in the number of rental units between the Base Year & Current Year, the rental income and expenses for the same number of units shall be used in calculating the net operating income for both periods. The purpose of this provision is to provide a fair compensation between the Base Year and the Current Year.

Vacant or owner-occupied rental units at the time a petition is filed, that provided rental income in the Base Year, shall count toward the calculation of gross rental income in the Current Year. The Rent Program shall attribute rental income calculated on the basis of average rents for comparable units at the property that were most recently rented. If no comparable units on the property were rented within the last two years, initial rents for comparable units in the City may be used if there is no other basis for its calculation.

B. Gross Rental Income Shall Not Include:

- (1) Utility charges that are sub-metered, for gas, electricity or water paid directly by the tenant:
- (2) Charges for refuse disposal, sewer service or other services (which are either provided solely on a cost pass-through basis if they are regulated by state or local law)

C. Claim for Base Rent Adjustment

A claim may be made for a Base Year Rent Adjustment if the Base Year Rent and/or earlier rent amounts were disproportionately low. A Base Year Rent Adjustment will be considered if the evidence supporting a requested adjustment is provided and sufficiently compelling enough. The Rent Program may allow Landlord to submit an independent comparable rent appraisal at the expense of the Petitioner to assist in the review of a Base Year Rent Adjustment Claim.

Landlords may rebut the presumption that the Base Year net operating income provided a fair return. If a claim is made on this basis, the petitioner must complete the corresponding pages 19-22 at the end of this Attachment.

✓ Check here if a claim for a Base Year Rent Adjustment is included in this Attachment and complete pages 19-22 of this Attachment.

VII. Operating Expenses

Operating expenses include: Reasonable costs of operation and

maintenance of the Rental Unit, including:

- 1. Management Expenses;
- 2. Utility Costs except a utility that are paid directly by the tenant(s);
- 3. Real Property Taxes Assessed and Paid;
- 4. Insurance;
- 5. License, Registration and other Public Fees;
- 6. Landlord-performed Labor;
- Legal Expenses;
- 8. The Amortized Costs of Capital Improvements; and
- 9. Other Reasonable Operating Expenses.

Operating expenses shall not include the following:

- 1. Mortgage principal or interest payments or other debt service costs and costs associated with obtaining financing;
- 2. Any penalties, fees or interest assessed or awarded for violation of any provision of this chapter or of any other provision of law;
- 3. Land lease expenses;
- 4. Political contributions and payments to organizations or individuals which are substantially devoted to legislative lobbying purposes;
- 5. Depreciation;
- Any expenses for which the Landlord has been reimbursed by any utility rebate or discount, Security Deposit, insurance settlement, judgment for damages, settlement or any other method or device;
- 7. Unreasonable increases in expenses since the Base Year;
- 8. Expenses associated with the provision of master-metered gas and electricity services;
- 9. Expenses which are attributable to unreasonable delays in performing necessary maintenance or repair work or the failure to complete necessary replacements. (For example if a roof replacement is unreasonably delayed, the full cost of the roof replacement would be allowed; however, if interior water damage occurred as a result of the unreasonable delay, that expense would not be allowable to support a fair return); and
- 10. Unreasonable Expenses.

VIII. Income and Operating Expense Worksheet

	Annual Total	
(Insert Base and Current Years)	Base Year (2019)**	Current Year (2023)
Rental Income	\$	\$
1. Gross scheduled rental income (monthly rent in effect on January 1, times 12) including uncollected rent.	\$	\$
2. Portion Attributable to Vacancy	\$	\$
Fees (indicate what fee is for):		
3. Late fees	\$	\$
4. List fees, other than utilities, collected for services & amenities not included in rent 5.	\$	\$ \$
	<u> </u>	<u>'</u>
6.	\$	\$
7.	\$	\$
Other Income (list separately by	· ,	Φ.
8.	\$	\$
9.	\$	\$
10.	\$	\$
Fees for Utilities		
11. Gas	\$	\$
12. Electricity	\$	\$
13. Water	\$	\$
14. Sewer	\$	\$
15. Garbage & Recycling	\$	\$
Other (list separately by type)		
16.	\$	\$
17.	\$	\$
18. Total Income	\$	\$
(add only lines 1 and 3-17)		
*Interest earned by Landlord on Tenant security deposits, other interest or investment income.	**(or an alternative year in the event of extenuating circumstances)	

Base Year (2019) \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Current Year (2023)
\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	
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s worksheet using separate i	nage(s) as needed
	vago(s) as needed.
	\$ \$ \$ \$ \$

X. Allowances for Capital Improvements

The Amortized Costs of Capital Improvements. Operating expenses include the amortized costs of capital improvements plus an interest allowance to cover the amortization of those costs. A capital improvement shall be any improvement to a unit or property which materially adds to the value of the property, appreciably prolongs its useful life or adapts it to a new use and has a useful life of more than one year and a direct cost of \$250.00 or more per unit. Allowances for capital improvements shall be subject to the following conditions:

- 1. The amortization period shall be in conformance with the schedule adopted by the the City, as provided on pages 9-10, unless it is determined that an alternate period is justified based on the evidence presented in an appeals hearing.
- Capital improvement costs do not include costs incurred to bring the Rental Unit into compliance with a provision of the Saint Paul Legislative Code or state law where the original installation of the improvement was not in compliance with code requirements.
- 3. At the end of the amortization period, the allowable monthly rent shall be decreased by any amount of a rent increase attributable to the capital improvement.
- 4. Portions of fair return rent increases that are attributable to capital improvements expire at the end of the amortization period.

Example of a Capital Improvement with Amortized Expenses and an Interest Allowance:

Owner filed a Petition on May 1, 2022 for an individual rent adjustment for a roof that was completed covering a four-rental unit building. The cost of the Capital Improvement was \$20,000 benefiting all four units in the building. The amortization period for a roof is ten (10) years according to the below tables. The applicable interest allowance based on the Primary Mortgage Survey is 3.88% + 2% for this example. The calculation of the capital improvement per month is:

Capital	Interest	Period	Total	Total
Improvement	Allowance		Principal &	Interest – Life
Cost			Interest -	of
			Life of	Improvement
			Improvement	-
\$20,000	5.88%	10 yrs.	\$26,500.52*	\$6,500.52
		120 mos.		

Annual Amortized	Monthly Amortized	# of Units	Monthly Cost per Unit
Cost	Cost		
\$2,650.05	\$220.84	4	\$55.21

XI. Amortization Period of	
Capital Improvements/Expen	ses
In amortizing capital improvements/ expenses, the following schedule shall be used to determine the amortization period of the capital improvements and expenses. Improvements add to	
the health & safety of the rental unit.	Years
Appliances	
Air Conditioners*	10
Refrigerator*	5
Stove*	5
Garbage Disposal	5
Water Heater*	5
Dishwasher	5
Microwave Oven	5
Washer/Dryer	5
Fans*	5
Cabinets*	10
Carpentry	10
Counters*	10
Doors*	10
Knobs	5
Screen Doors	5
Fencing and Security*	5
Management	5
Tenant Assistance	5
Structural Repair and Retrofitting	
Foundation Repair*	10
Foundation Replacement*	20
Foundation Bolting*	20
Iron or Steel Work	20
Masonry-Chimney Repair*	20
Shear Wall Installation*	10
Electrical Wiring*	10
Elevator*	20
Fencing	
Chain	10
Block	10
Wood	10
Fire Systems	
Fire Alarm System*	10
Fire Sprinkler System*	20
Fire Escape*	10

Flooring/Floor Covering	
Hardwood	10
Tile and Linoleum	5
Carpet	5
Carpet Pad	5
Subfloor	10
Fumigation Tenting*	5
Furniture	5
Automatic Garage Door Openers*	10
Catao	
Chain Link	10
Chain Link	10
Wrought Iron	10
Wood	10
Glass	
Windows*	5
Doors*	5
Mirrors	5
Heating*	
Central	10
Gas	10
Electric	10
Solar	10
Insulation	10
Landscaping	
Planting	10
Sprinklers	10
Tree Replacement	10
Lighting	
Interior*	10
Exterior*	5
Exterior	
Locks*	10
Mailboxes*	10
Meters*	10
Plumbing	
Fixtures*	10
Pipe Replacement*	10
Re-Pipe Entire Building* Shower Doors*	20 5
CHOWEL DOOLS	

Painting	
Interior	5
Exterior	5
Paving	
Asphalt	10
Cement	10
Decking	10
Plastering	10
Sump Pumps*	10
Railings*	10
Roofing*	
Shingle/Asphalt	10
Built-up, Tar and Gravel	10
Tile	10
Gutters/Downspouts	10
Security*	
Entry Telephone Intercom	10
Gates/Doors	10
Fencing	10
Alarms	10
Sidewalks/Walkways*	10
Stairs	10
Stucco	10
Tilework	10
Wallpaper	5
Window Coverings*	
Drapes	5
Shades	5
Screens	5
Awnings	5
Blinds/Mini-blinds	5
Shutters	5

^{*}Capital Improvements generally concern any change or addition to a unit or property which materially adds to the value of the property, appreciably prolongs its useful life or adapts it to a new use and has a useful life of more than one year and a direct cost of \$250 or more per unit.

The * items are likely capital improvements.

Other items may depend on the circumstances.

Allowance XIII. Interest

If an amount was reported as an amortized portion of expenses on page 7, line 23 of the Base Year or current operating expense table above, complete this section.

equivalent to the "average rate" for a thirty-year fixed rate on home mortgages plus two percent (2%). The "average rate" shall be the rate Freddie Mac last published in its weekly Primary Mortgage Market Survey (PMMS) as of the date of the initial petition. An interest allowance may be calculated on the cost of amortized expenses. The interest allowance shall be the interest rate

http://www.freddiemac.com/pmms/archive.html

1. Completed Capital Improvement and Expense Worksheet (Base Year)

(k) Monthly	Cost	Per Unit	\$	s	\$	\$	
(j) Monthly	Cost		\$	s	S	\$	
(i) Annual	Cost		\$	s	\$	\$	
(h) Total	Cost	[Principal +	\$	s	\$	\$	
(g) Interest			\$	&	\$	\$	
(f) Amortization	Period	(years)*					
(e) Interest	Rate	Allowed*	%	%	%	%	
(d) Initial	Cost		\$	s	s	s	
(c) # of Units	Impacted	By Expense	II HOL AII UIIILS				
(b) Description							
(a) Date of	Improvement						

^{*}Use the amortization table in this Attachment and the information about interest rates. Fill in columns (a) through (f) and then columns (g) through (k).

[add amounts in column (d)] Total for Base Year: \$

Completed Capital Improvement and Expense Worksheet (Current Year)

(a)	(q)	(၁)	(p)	(e)	(t)		(H)	Ξ		<u>></u>
Date of	Description	# of Units	Initial	Interest	Amortization	Interest	Total	Annual	Monthly	Monthly
Improvement	of Expense	Impacted	Cost	Rate	Period	_	Cost		Cost	Cost
		By Expense		Allowed*	(years)*		[Principal +			Per Unit
		If not all units					Interest]			
			s	%		s	s	\$	s	\$
			s	%		s	s	\$	s	\$
			\$	%		\$	\$	\$	\$	\$
			\$	%		\$	\$	\$	\$	\$
*Use the	Use the amortization table in this Attachment and the information about interest rates. Fill in columns (a) through (f) and then columns (g) through (k)	this Attachment and	d the infor	mation about	interest rates. Fi	l in columns (a	a) through (f)	and then co	olumns (a) t	rough (k)

⁽N) 118001111 (B) 61111

Total for Current Year: \$

XIV. Owner Performed Labor

Landlord-performed labor shall be compensated at reasonable hourly rates. However, no Landlord-performed labor shall be included as an operating expense unless the Landlord submits documentation showing the date, duration, and nature of the work performed. There shall be a maximum allowed under this provision of five percent (5%) of gross income unless the Landlord demonstrates that greater services were performed for the benefit of the residents.

- Base Year	Type of Work			- Current Year	Type of Work			
Owner Performed Labor – Base Year	Units Impacted			Owner Performed Labor – Current Year	Units Impacted			
	Hourly Rate			Owner Perfc	Hourly Rate			
	Hours				Hours			
	Date				Date			

Improvements XV. Planned Capital

any allowable rent increase attributable to the capital improvement and expense shall not go into effect until completion has been determination. This procedure should not be used for anticipated expenses for ordinary maintenance and repairs. The portion of To encourage necessary capital improvements and expenses, a Landlord may include anticipated future expenses for the expenses that the Landlord intends to incur during the twenty-four month period following the date of a final Rent Program amortized cost of capital improvements and expenses in a fair return petition. An allowance shall be made for anticipated documented to the Rent Program.

A rent Complete this table only if you are seeking preliminary approval for improvements you plan to complete within the next twenty-four (24) months. increase cannot be granted until the improvements are completed and documentation of the cost of the improvements has been reviewed and approved by the City.

Column:

- (b) Identify capital improvements and expenses you plan to complete within twenty four (24) months.
 - (c) List each unit that will benefit from the capital improvement/expense.
- (b) Provide the date you expect to complete each capital improvement/expense. (d) State the estimated cost of each improvement/expense.

	<u>></u>	<u>.</u>	it.										[
	Monthly		_	s	\$	s	ક	ક	ક	ક	s	s	
9	Monthly	Cost		s	S	s	\$	\$	\$	\$	S	\$	
<u>=</u>	Annual	Cost		s	\$	s	s	s	s	s	s	s	
(h)	Total	Cost	[Principal + Interest]	S	s	s	\$	\$	\$	\$	\$	\$	
(b)	Interest	Amount		\$	\$	s	\$	\$	\$	\$	\$	\$	
(£)	Amortization	Period	(years)*										
(e)	Interest		Allowed*	%	%	%	%	%	%	%	%	%	
(р)	Initial	Cost		s	\$	s	\$	\$	\$	\$	\$	S	
(၁)	# of Units	Impacted	By Expense If not all units										
(q)	Description	of Expense &	Estimated Date of Completion	-									
(a)	Item #												

9 will fill in automatically.

Proposed Total Capital Expenses \$

XVI. Net Operating Income (NOI)

Net Operating Income = Income – Operating Expenses:

	Base Year (2019)	Current Year (2023)
1. Total Annual Income	\$	\$
2. Annual Operating Expenses	\$	\$
3.Current Net Annual Operating Income (Income – Operating Expenses):	\$	\$
4.CPI [Annual Average CPI]	250.106	292.720
5.Percent Annual Increase in CPI Base Year to Current Year [Current Year Annual Average CPI – Year Annual Average CPI divided by Annual Average CPI]		17.04%
6.Fair Net Annual Operating Incor Base Year Net Operating Income Adjusted by CPI Increase [Line 3 Base Year + Line 5 percent]	me =	\$
7.Fair Net Annual Operating Incomminus Current Net Operating Incomallowable Rent Increase [Line 6 Current Year – Line 3]		\$
8.Allowable Rent Increase Percen (Line 7 divided by Current Year Gros Rental Income on pg. 6 Line 1)	•	%

XX. CLAIM FOR ADJUSTMENT OF BASE YEAR NET OPERATING INCOME AND ASSOCIATED RENT ADJUSTED CLAIM

Landlords may present evidence to rebut the presumption that the base year net operating income provided a fair return. Grounds for rebuttal of the presumption shall be based on at least one of the following findings:

XXI. Income and Operating Expense Worksheet With **Adjustment of Base Year Amounts Annual Total** Base Year Current (Insert Base and Current Years) (2019) Year (2023) **Rental Income** \$265132 1. Gross scheduled rental income \$ 255036 (monthly rent in effect on January 1, times 12) including uncollected rent. \$ 2. Portion Attributable to Vacancy Fees (indicate what fee is for): 3. Late fees \$440 4. List fees, other than utilities, collected for services & amenities not included in rent 5. Laundry \$3291.86 \$3,168.99 6. \$ 7. \$ \$ Other Income (list separately by type)*: 8. \$ \$ 9. \$ \$ 10. **Fees for Utilities** 11. Gas \$ \$ 12. Electricity \$ \$ 13. Water \$ \$ 14. Sewer \$ \$ 15. Garbage & Recycling Other (list separately by type) \$ \$ 16. \$ \$ 17. \$ \$ 18. Total Income 258767.86 268300.99 (add only lines 1 and 3-17) *Interest earned by Landlord on Tenant security deposits, other interest or investment income.

XXII. Operating Expenses Worksheet	Annual Total				
(Insert Base and Current Years)	Base Year (2019)	Current Year (2023)			
1. Assessments	\$	\$			
2. Real Property Taxes	^{\$} 46819	^{\$} 59277			
3. License Tax/Fee	\$	^{\$} 1171.56			
4. Rent Board Registration Fees	\$	\$			
5. Insurance	^{\$} 6660.49	^{\$} 11279.12			
6. Accounting	\$	\$			
7. Legal (explain types of legal expenses)	^{\$} 432	^{\$} 1826			
8. Manager /Management Services	\$	\$			
9. Security	\$	\$			
10. Office Supplies	^{\$} 1227.54	^{\$} 2796.58			
12. Normal Repairs	^{\$} 40225.5	^{\$} 26656			
13. Owner-Performed Labor	\$	\$			
14. Plumbing Maintenance	\$	\$			
15. Pool Maintenance	\$	\$			
16. Landscape Maintenance	\$	\$			
17. Other Maintenance	\$	\$			
18. Parking Lot/Street Maintenance	\$	\$			
19. Gas (separately metered only)	^{\$} 13647.99	^{\$} 15352.27			
20. Electricity (separately metered only)	\$	\$			
21. Water	^{\$} 6934.52	^{\$} 8367.73			
22. Sewer	\$	\$			
23. Garbage & Recycling	\$ 7414.73	\$ 10212			
24. Amortized portion of Capital Expense [from page; column (i)]	\$	\$			
Other (list separately by type):	\$	\$			
25. Cable/Wifi	^{\$} 5363.26	^{\$} 5298.12			
26.	\$	\$			
Additional operating expense items can be listed	for this worksheet using sepa	arate page(s) as needed.			
27. TOTAL OPERATING EXPENSES	\$128,725.03	\$142,236.38			

XXIII. Calculation of Fair Return Rent Adjustment with Adjustments of Base Year Amount:

	Base Year 2019	Current Year (2023)
1. Proposed Adjusted/Total Income*	_{\$} 258767.86	_{\$} 268300.99
2.Operating Expenses	_{\$} 128725.03	_{\$} _142,236.38
3. Net Operating Income (Income – Operating Expenses):	_{\$} 130042.83	_{\$} 126064.61
4. CPI [Annual Average CPI. Please enter the appropriate CPI value from the table below]	250.106	292.720
5. Percent Annual Increase in CPI Base Year to Current Year [Current Year Annual Average CPI — Base Year Annual Average CPI divided by Base Year Annual Average CPI]		17.04%
6. Fair Net Annual Operating Income = Base Year Net Operating Income Adjusted by CPI Increase		_{\$} 152200.02
[Line 3 Base Year + Line 5 percent] 7. Fair Net Annual Operating Income Minus Current Net Operating Income = Allowable Rent Increase		_{\$} 26135.41
[Line 3 Current Year – Line 6] 8. Allowable Rent Increase Percentage (Line 7 divided by Current Year Gross Scheduled Rental Income on pg. 17 Line 1)		9.86 %
Year 2015 2016 2017	2018 2019 2020	2021 2022

CPI Value (Line 4) 230.567 234.145 239.239 244.969 250.106 252.997 265.244 285.008

XXIV. Other Claims

Explain any other claims in support of this application and provide/attach any evidence in support of those claims. Please use additional pages as appropriate:

Form completed by Demetrius Sass on behalf of applicant.						
Normal repair cost in Base Year was averaged base on repairs costs from 2017 - 2023						
Repair cost in 2019 was 20% higher than the average in the range stated above						

XXV. Documentation of Current Year & Operating Expenses

- 1. Organize documents by operating expense category.
- 2. Number each page, submitted with this Attachment, with the number of the Expense Category (for instance on page 7, category of Landscape Maintenance is on line 16, any documents supporting that line item would be marked p.7, 16-1, p. 7 16-2, p. 7 16-3 and so on).