

NORTHGLENN POLICE DEPARTMENT

COUNCIL MEMORANDUM #2009-09

TO: Honorable Mayor Kathleen M. Novak and City Council Members

FROM: William Simmons, City Manager *WMS*
Russell L. Van Houten, Chief of Police *RVH*

DATE: September 24, 2009

SUBJECT: **CR-100 FLATROCK TRAINING CENTER Inter-governmental Agreement**

RECOMMENDATION:

Attached to this memorandum is a Resolution which, if approved, would authorize the Mayor to sign on behalf of the City an Intergovernmental Agreement (“IGA”) and a Memorandum of Understanding (“MOU”) between the City of Northglenn and Adams County regarding the Flatrock Regional Training Center. The “IGA” formalizes an agreement to participate as an Executive Principal User (as defined in the proposed “IGA”) of the Flatrock Regional Training Center. The “MOU” agrees to and authorizes payment to the County of the City’s share of infrastructure one time costs.

BACKGROUND:

The Northglenn Police Department utilizes the Adams County Sheriff’s Department Firearms Range on Riverdale Road for required weapons training and qualification. This range will close permanently within three years as the Conditional Use Permit will expire and not be reissued. There is no other firearms training facility available that meets our needs. Emergency Vehicle Operation training is available on an extremely limited basis at the Colorado State Patrol’s EVOC track on Table Mountain in Golden. The CSP facility is over thirty miles away and already operating a maximum capacity.

Since there is no other suitable firearms training facility available for law enforcement the Adams County Commissioners and the Sheriff have developed a plan to design, build and operate the proposed Flatrock Regional Training Center at East 128th Avenue and Gun Club Road. The project is already underway and the Adams County Commissioners have purchased 399 acres of land and begun initial design all at their expense. They have proposed to operate the facility for a minimum of twenty years.

Interested law enforcement agencies were notified more than a year ago and have been participating with the County on identifying needs and assisting with design features. The plan includes a firearms training facility for variety of weapons systems, an emergency

vehicle operation training track incorporating both high speed and city-traffic modes, and other ancillary features.

Some thirty or more agencies have agreed to participate and use the Flatrock facility. Twelve agencies have agreed to become Executive Principal Users. Those twelve agencies include the Adams County Sheriff's Office, the Arapahoe County Sheriff's Office, the Boulder Police Department, the Boulder Sheriff's Office, the Brighton Police Department, the Broomfield Police Department, the Commerce City Police Department, the Douglas County Sheriff's Office, the Jefferson County Sheriff's Office, the Longmont Police Department, the Northglenn Police Department, and the Thornton Police Department. Executive Principal Users, in return for contributing to the initial infrastructure construction costs of over \$2,800,000.00, are given priority use and reduced fees throughout the useful life of the facilities.

The agreed upon shares are based upon the number of sworn staff in each agency and the number of training hours anticipated by each agency at the Flatrock Regional Training Center's facilities.

The City's share, to be paid in 2009 is \$88,511.00. In 2010 the City will pay a user fee of \$18,000.00 and a one-time Operations and Maintenance fee of \$17,533.00. In 2011 and beyond, the City will pay a user fee only in accordance with the terms contained in the "IGA."

The City Attorney has approved this IGA as to form.

BUDGET IMPLICATIONS:

There is a financial cost to the City. Northglenn's participant share of \$88,511.00 has been set aside in the Contingency portion of the 2009 budget. Costs for 2010 and beyond will appear in the Police Department's future budgets.

STAFF REFERENCE:

If Council members have any comments or questions they may contact Chief Russ Van Houten at (303-450-8864) or by e-mail at rvanhouten@northglenn.org.

SPONSORED BY: MAYOR NOVAK

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-100
Series of 2009

Series of 2009

A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY AND THE CITY OF NORTHGLENN AND THE MEMORANDUM OF UNDERSTANDING BETWEEN ADAMS COUNTY AND THE CITY OF NORTHGLENN REGARDING THE USE AND COST OF THE FLATROCK REGIONAL TRAINING CENTER

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Intergovernmental Agreement between Adams County and the City of Northglenn for the use of the Flatrock Regional Training Center, attached hereto as **Exhibit 1**, and the Memorandum of Understanding between Adams County and the City of Northglenn regarding the cost of the Flatrock Regional Training Center, attached hereto as **Exhibit 2**, are hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED at Northglenn, Colorado, this _____ day of _____, 2009.

KATHLEEN M. NOVAK
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

**INTERGOVERNMENTAL AGREEMENT
FOR THE USE OF THE
FLATROCK REGIONAL TRAINING CENTER AT ADAMS COUNTY**

THIS AGREEMENT, dated this ___ day of _____, 2009, by and between ADAMS COUNTY, COLORADO, a political subdivision of the State of Colorado (hereinafter referred to as "Adams County"), and the CITY OF NORTHGLENN, 11701 Community Center Drive, Northglenn, CO 80233 (hereinafter referred to as "Executive Principal User").

WITNESSETH:

WHEREAS, Adams County and the Adams County Sheriff's Office plans to operate and maintain the Flatrock Regional Training Center at Adams County (hereinafter referred to as the "Training Center") at 128th Avenue and Gun Club Road, in unincorporated Adams County, Colorado, and agrees to allow Executive Principal User to use the Training Center in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Executive Principal User agrees to use the Training Center under these terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree to be legally bound as follows:

1. Permitted Use. Adams County does hereby agree to allow the Executive Principal User to use the Training Center for the education and training of its law enforcement personnel, to include any employee or volunteer of the Executive Principal User who qualifies as a peace officer pursuant to Section 16-2.5-101 et seq, C.R.S., as well as any student enrolled in an approved law enforcement training class except, however, that Adams County reserves the right to determine, at its sole discretion, whether any particular employee, volunteer, student or law enforcement training class qualifies as such.
2. Description of Training Center. The Training Center venues include a shooting range, emergency vehicle operations center (EVOG), and a future administration/classroom facility, canine training center, and explosive demolition training area.
3. Ownership, Operation, and Maintenance of the Training Center.
 - (a) Adams County is the sole owner of the Training Center facilities and of all fixed facilities and equipment at the Training Facilities. Termination of this Agreement will not affect County's ownership of the Training Facilities.
 - (b) Adams County shall manage, operate, and maintain the Training Facilities at its cost.

(c) Adams County shall maintain in good condition and repair at its cost all structures, utilities, walkways, HVAC systems, electrical systems, and plumbing systems at the Training Facilities. Adams County shall maintain the Training Facilities to the same standard as other County facilities are maintained. Adams County shall provide preventive maintenance consistent with industry standards and manufacturer's recommendations.

(d) Adams County shall maintain all roads, parking, landscaping, and irrigation systems associated with the Training Facilities at its cost.

(e) Adams County shall provide for all custodial functions, including cleaning, trash removal, periodic window and carpet cleaning, and other specialty cleaning at its cost, as necessary. Adams County shall also provide, at its cost, the security services that it normally provides for its Training Facilities.

(f) Adams County shall engineer, operate, administer, and maintain at its cost all telecommunications, video, and data technology infrastructure at the Training Facilities.

(g) Executive Principal User employees and students shall be entitled to park in the lots adjacent to the Training Center venues on a first-come, first-served basis at no cost during the normal operating hours of the Training Center.

4. Use of the Training Center.

(a) The Executive Principal User will have the exclusive opportunity to schedule annually the use of the Training Center venues on such date(s) and time(s) that have not been reserved by the Adams County Sheriff's Office. The Executive Principal User shall be entitled to use the Training Center during those date(s) and time(s) previously agreed to by the Adams County Sheriff's Office, subject to the terms and conditions of this Agreement.

(b) The Executive Principal User shall provide all vehicles, ammunition, weapons, and hearing/eye protection and other safety equipment to be used by its law enforcement personnel as defined in paragraph 1 of this Agreement.

5. Payment and Construction of the Training Center. With the understanding that Adams County has already purchased the 399 acres, 339 of which is designated as a site for the Training Center, and has already incurred expenses with outside contractors for a Strategic Business Plan and preliminary site design and estimated construction costs, Adams County will move forward in good faith with construction of first phase of the training center as set forth in Paragraph 5(c) of this agreement if a dedicated revenue stream is identified and obtained. The Executive Principals agree to the payment schedule set forth in Paragraphs 5(a) and 5(b) of this agreement.

(a) In consideration of its use of the Training Center for a twenty year period, the Executive Principal User shall pay a one-time infrastructure payment in calendar year 2009, and an Operations and Maintenance (O&M) charge in the first year of operations. The first year O&M charge is to cover the first year operational cost of the training center. Both the infrastructure and O&M costs are based on an agreed upon fair-share formula, defined in paragraph 5 (b). Starting in the first year of operation, the Executive Principal User shall pay a Training Center User Fee based upon the Executive Principals User's scheduled utilization of the training center. The Executive Principal User shall continue to pay an annual training center user fee based on the Executive Principal User's scheduled use of the training center venues for the subsequent calendar years. The Executive Principal shall not pay less than 80% of the prior year's user fee. Should the Executive Principal user be less than 80% of the prior year's fee the Executive Principal may lose its privileges as an Executive Principal.

User fees in the subsequent calendars will be based on the best discounted user fees among other law enforcement agencies not considered Executive Principals. The user fees will be subject to an annual cost inflation rate of 3.2% or the Denver Boulder Consumer Price Index, whichever is greater.

(b) The allocated one-time infrastructure fee and O&M charge are based on an agreed upon fair-share formula. The total infrastructure cost and the first year of operation O&M cost will be pro-rated to each agency based on the number of total sworn staff of the Executive Principal User.

(c) Adams County, in good faith, will proceed with construction of the first phase of the Training Center in 2009 if a dedicated revenue stream is identified and obtained. The first phase of the construction is defined as the necessary on and off-site improvements. Additional construction phases will be determined solely at the discretion of the Adams County Board of County Commissioners.

(d) Executive Principal User will get priority access and best users rates over others who are not Executive Principals. It is anticipated user fees for an Executive Principals is \$125 per a two block of time and any non Executive Principal may pay an annual per student flat fee of \$100 each, plus a user fee of \$225 per two hour block of time.

6. Term. This Agreement shall be effective as of the date first listed above and shall continue in effect through December 31, 2029, and shall be terminated thereafter.

7. General Provisions for Use.

(a) Any on-site Fire Arms scenario based training simulator equipment, including weapons and accessories, shall be kept locked at all times when not in use.

(b) The Executive Principal User shall abide by all additional rules posted at the Training Center.

(c) The Executive Principal User is responsible for cleaning up and restoring the Training Center after each use to the same condition as existed at the beginning of the use.

8. Special Provisions for Shooting Range.

(a) An Adams County Sheriff Range Officer or authorized Executive Principal User qualified designee shall be present at all times when the range is in use. If, in the judgment of the Adams County range officer or Executive Principals qualified designee, any person's use of the range presents a safety hazard, the range officer or qualified designee may require that person to cease use of the range or leave the premises altogether.

(b) The range equipment shall be operated and maintained solely by Adams County Sheriff's Office, or by the Executive Principals Users qualified designee.

(c) All rounds fired shall be only the type of ammunition specified by Adams County Sheriff's Office. Such type is subject to change at the discretion of Adams County Sheriff's Office.

9. Applicable Laws. At all times herein, the Executive Principal User shall strictly adhere to all applicable federal and state laws, rules, regulations and municipal ordinances.

10. Indemnity.

(a) To the extent authorized by law, the Executive Principal User shall indemnify, save and hold harmless Adams County and the Adams County Sheriff's Office against any and all claims, damages, liability and court awards including costs, expenses and attorneys fees incurred as a result of any alleged negligent act or omission of the User or its employees, which occurred or is alleged to have occurred during the performance of their duties within the scope of their employment, unless such acts or omissions are willful and wanton. Such claims shall be subject to the limitations of the Colorado Governmental Immunity Act, Section 24-10-101, C.R.S., et seq.

(b) To the extent authorized by law, Adams County and the Adams County Sheriff's Office shall indemnify, save and hold harmless the Executive Principal User against any and all claims, damages, liability and court awards including costs, expenses and attorneys fees included as a result of any alleged negligent act or omission of Adams County or its employees, which occurred or is alleged to have occurred during the performance of their duties within the scope of their employment, unless such acts or omissions are willful and wanton. Such claims shall be subject to the limitations of the Colorado Governmental Immunity Act Section 24-10-101, C.R.S., et seq.

11. Damages to Training Center.

(a) The Executive Principal User shall report any damage or disrepair it discovers during its use of the Training Center to Adams County Training Center Executive Director or the Adams County Training Center Office.

(b) Any damage caused to the facility or its contents by the Executive Principal User beyond normal wear and tear, may, at Adams County option, be noticed for repair by the Executive Principal User or the repair completed by Adams County or its contractor with costs to be billed to and paid by the Executive Principal User.

12. Termination of the Agreement.

(a) Both Parties acknowledge that construction, operation, and maintenance of Training Center is planned and budgeted in reliance upon each Party's full participation in the twenty (20) year term of this Agreement.

(b) Due to the nature of this Agreement, and the economic non-feasibility of doing so, neither Party anticipates voluntarily terminating this Agreement without legal cause. If Executive Principal User voluntarily terminates this Agreement prior to the time set forth in Paragraph 6, the Executive Principal User will forfeit to Adams County any remaining value of the prepaid training fees. If Adams County voluntarily terminates this Agreement prior to the time set forth in Paragraph 6, Adams County must pay to the Executive Principal User the amortized remaining value of the prepaid training user fees, as set forth in Paragraph 12(b) of this agreement.

(c) Either Party must notify the other Party, in writing, of a breach of this Agreement. The breaching Party shall have thirty (30) days from receipt of such written notice to cure the breach. The breaching Party shall notify the non-breaching Party, in writing, of such cure. If the breaching Party fails to cure the breach within thirty (30) days, the non-breaching Party may declare the breaching party in default and initiate involuntary termination of this Agreement. If the breaching party disputes the definition or interpretation of its breach, the Parties will diligently attempt to resolve the disagreement themselves or agree to submit the dispute to some alternative dispute resolution process. If this Agreement is involuntarily terminated, due to Executive Principal User 's breach of the Agreement, prior to the time set forth in Paragraph 6, Executive Principal will forfeit to Adams County any remaining value of the prepaid Training Center User Fees. If this Agreement is involuntarily terminated, due to Adams County breach of the Agreement, prior to the time set forth in Paragraph 6, Adams County must pay to the Executive Principal User, the amortized remaining value of the prepaid Training Center User Fees, as set forth in Paragraph 12(b) of this agreement.

(d) In the event either Party terminates this Agreement prior to the time set forth in Paragraph 6, regardless of the reason for termination, both Parties shall assure

completion of any classes in session at the Training Center at the time of termination.

13. Hazardous Materials, The Executive Principal User understands that certain hazardous materials, principally airborne lead, are present in the Training Center and will take all necessary precautions to protect its employees from the risk associated with the presence of hazardous materials.

14. Relationship of Parties. The parties enter into this Agreement as separate, independent governmental entities and maintain such status throughout.

15. No Assignment. The Executive Principal User covenants and agrees that it will not assign this Agreement, any interest or any part thereof or any right or privilege pertinent thereto, without written consent of Adams County first having been obtained.

16. Entire Agreement. This Agreement embodies the entire agreement of the parties. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments or modifications of any of the terms or conditions of this Agreement shall be valid unless reduced to writing and signed by all parties.

17. Applicable Law, Severability. The laws of the State of Colorado shall be applied in the interpretation, execution and enforcement of this Agreement. Any provision rendered null and void by operation of law shall not invalidate the remainder of this Agreement to the extent that this Agreement is capable of execution.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

ATTEST:
KAREN LONG,
CLERK

COUNTY OF ADAMS
STATE OF COLORADO

Kristen Hood, Deputy Clerk

By: Chairman, Board of County
Commissioners

Approved as to form:

Kathleen Novak
By: Mayor, City of Northglenn

Appendix A

Cost Share - Based on Staff Size and Training Time Used							
Agency Name	Total Sworn Staff Size	2009	2010			2011	2012
		Infrastructure Only	User Fee Based on Segments	O&M	Total	User Fee Only	User Fee Only
Adams County Sheriff Office						\$ 141,743.05	\$146,278.83
Arapahoe County Sheriff	383	\$484,281	\$19,470	\$95,931	\$115,402	\$20,093.29	\$20,736.27
Boulder Police Department	171	\$216,220	\$22,021	\$42,831	\$64,852	\$22,726.11	\$23,453.35
Boulder Sheriff Office	180	\$227,600	\$15,100	\$45,085	\$60,185	\$15,583.20	\$16,081.86
Brighton Police Department	53	\$67,015	\$30,345	\$13,275	\$43,620	\$31,316.30	\$32,318.42
Broomfield PD/SO	146	\$184,608	\$27,500	\$36,569	\$64,069	\$28,380.00	\$29,288.16
Commerce City Police	93	\$117,593	\$62,418	\$23,294	\$85,712	\$64,415.38	\$66,476.67
Douglas County Sheriff	296	\$374,275	\$8,500	\$74,140	\$82,640	\$8,772.00	\$9,052.70
Jefferson County Sheriff Office	550	\$695,443	\$250,096	\$137,761	\$387,856	\$258,098.90	\$266,358.06
Longmont Police Department	142	\$179,551	\$54,565	\$35,567	\$90,132	\$56,311.08	\$58,113.03
Northglenn Police Department	70	\$88,511	\$18,000	\$17,533	\$35,533	\$18,576.00	\$19,170.43
Thornton Police Department	166	\$209,897	\$66,914	\$41,579	\$108,492	\$69,054.81	\$71,264.56
Sworn Totals	2250	\$2,844,994					
Cost Per Share*	\$1,264		\$574,929	\$563,566	\$1,138,495	\$735,070	\$758,592

1) This shows maximum cost, may be reduced by outside user membership fees.

2) Adams County will not participate in user fees or O&M in the first year.

3) Training time based on inputs from Executive Principals

4) User fees in 2011 and 2012 includes a 3.2% inflation rate

5) An inflation factor of 3.2% or the Denver Boulder Consumer Price Index, whichever is higher will be applied to annual user fees each year.

5) The table above illustrates the annual fee charges by Executive Principal based a first year 2009 cash requirement of \$2,844,944. In year 2010 includes User Fees plus Annual Maintenance & Operations Cost. In Year 2011 and continuing for 18 years

Required Site Improvements	\$2,844,994
Annual O&M Cost Estimate	\$563,566
First Year Cash Needed	\$2,844,994

**MEMORANDUM OF UNDERSTANDING BETWEEN ADAMS COUNTY AND
THE CITY OF NORTHGLENN**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this ____ day of _____, 2009, by and between Adams County (“County”), located at 450 S. 4th Avenue, Brighton, CO 80601 and the City of Northglenn (“Executive Principal”), located at 11701 Community Center Drive, Northglenn, CO 80233.

WITNESSETH:

WHEREAS, the Adams County Sheriff’s Office and other local law enforcement agencies need a regional facility to conduct training, education, and other law enforcement activities; and,

WHEREAS, Adams County has recently purchased land to develop the Flatrock Training Facility (“Facility”) in order to meet the above law enforcement training needs; and,

WHEREAS, Executive Principal¹ is one of the local governments that wishes to participate in funding for the development of the Facility in order to have its law enforcement officers utilize the Facility; and,

WHEREAS, Executive Principal wishes to forward its share of funding for the Facility to the County as those budgeted funds become available; and,

WHEREAS, County wishes to receive and deposit such funds in a separate bank or investment account until such time as the Facility construction expenses are incurred upon the terms and conditions of this MOU.

NOW, THEREFORE, in consideration of the foregoing promises and covenants, to be kept and performed by each of them, the parties agree as follows:

1. Executive Principal shall send funds budgeted for development of the Facility to County.
2. Upon receipt of Facility funds from the Executive Principal, County shall deposit such funds into a separate bank account and/or an investment account as allowed by Colorado law and the Adams County Treasurer’s Investment Policy. County may enter into similar MOUs with other local governments and receive deposits for the Facility from those governments upon the same terms and conditions in this MOU. The

¹ When capitalized, the term “Executive Principal” refers to the City of Northglenn. When not capitalized, the term “executive principal” or “executive principals” refers to any local government(s) that wishes to help fund the capital construction costs of the Facility, and such government may enter into a similar MOU with County.

funds shall be retained in such separate account until they are needed for development of the Facility. County shall also allocate interest earned by the fund deposits held by the County toward the Facility.

3. The term of this MOU shall be for two years from the date of the first deposit ("Termination Date. In the event the Facility project does not proceed, the deposits, plus their proportionate share of interest, shall be returned to the Executive Principals within thirty days following the Termination Date.

4. The local governments have agreed on a fee schedule based upon the number of sworn staff as of 12/31/08 (see Appendix A), and deposits by each executive principal user shall be made in accordance with the Infrastructure column on such fee schedule.

5. The Adams County Treasurer's office shall maintain bank and/or investment account statements and, should the Facility project not proceed, The Treasurer's Office shall calculate the interest due to each executive principal. The County shall account for deposits plus interest.

6. Assignment. None of the rights, duties and obligations of the parties hereunder may be assigned without the written consent of the other party.

7. Term of Agreement. The term of this MOU shall not exceed two years from the date of the first executive principal's deposit.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officials to execute this Agreement on their behalf.

Dated this ____ day of _____, 2009.

ATTEST:
KAREN LONG,
CLERK

COUNTY OF ADAMS
STATE OF COLORADO

Kristen Hood, Deputy Clerk

By: Chairman, Board of County
Commissioners

Approved as to form:

Kathleen Novak
By: Mayor, City of Northglenn

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