

CITY COUNCIL COMMUNICATION



Second Reading: February 9, 2010 Item Number: 8C

MEETING DATE: January 26, 2010	ITEM NUMBER: 9C
TYPE OF ITEM: Consent Agenda	O-2010-06
PRESENTED BY:	Dale Rademacher, Director of Public Works & Natural Resources, 303-651-8355 Ken Huson, Water Resources Administrator, 303-651-8340 Cal Youngberg, PWNR Environmental Services Manager, 303-651-8399 Nelson Tipton, Water Resources Analyst, 303-651-8365

SUBJECT/AGENDA TITLE:
An Ordinance for a Water Supply Agreement between the City of Longmont and Front Range Feedlots, LLC.

EXECUTIVE SUMMARY:
Attached is an Ordinance authorizing a Water Supply Agreement between the City of Longmont and Front Range Feedlots, LLC (“Front Range”). Front Range approached Longmont staff with a proposal to enter into a twenty year raw water supply agreement. This agreement will authorize Longmont to supply raw water to Front Range to augment several wells used to supply raw water to two feedlot operations, located in Weld County Colorado. If the proposed Agreement is approved, Longmont will supply a maximum of 315 acre feet of raw water the first year, decreasing each year to a maximum of 114 acre-feet the last year. The term of this Agreement will be twenty years, from April 1, 2010, through March 31, 2030, unless terminated earlier in accordance with the provisions of the proposed Agreement. Front Range agrees to pay Longmont \$258.00 per acre-foot of raw water during the first five years. After five years, the cost of service rate settings will determine the price.

COUNCIL OPTIONS:

1. Approve the attached ordinance authorizing Longmont to enter into the attached Water Supply Agreement with Front Range.
2. Direct staff to revise the Ordinance or Agreement and return for City Council review.
3. Direct staff to not pursue this Agreement at this time.

RECOMMENDED OPTIONS:
Water Board reviewed this agreement at its December 21, 2009 meeting and recommended Council approve the attached agreement (Option #1). Staff concurs with that recommendation.

FISCAL IMPACT & FUND SOURCE FOR RECOMMENDED ACTION:
The first year of this agreement, Longmont will realize revenues of \$81,270.00. The minimum yearly revenue at the last year of the agreement will be \$19,350.00. Total projected revenue for this Agreement is expected to be \$927,252.00.



BACKGROUND AND ISSUE ANALYSIS:

Front Range operates two feedlots located in Weld County. These feedlots use water in their operation associated with providing water for the cattle to dust suppression. The source of the water is pumped groundwater that is tributary to the South Platte River. As a result, the operators must replace the water to insure other water right holders are not injured.

Water provided by Longmont for this Agreement will generally be reuse water, primarily effluent from the City's wastewater treatment plant. Other water not typically available at our water treatment plants will also be available for meeting this water supply agreement. This water can be generated from water sources such as operating Longmont's Upper and Lower St. Vrain Creek Basin water rights, Union Reservoir Water, and Longmont's Windy Gap Reuse Water.

Longmont has entered into several similar water supply agreements in recent years. With Water Board's input, the City Attorney's Office has created a master water supply agreement. This proposed agreement for the Front Range Feedlots has been developed in accordance with the master document.

This water supply agreement will not impact Longmont's ability to provide a quality water supply to the citizens of Longmont. Should Longmont fail to deliver raw water to Front Range, the sole remedy shall be entitlement to a monetary refund proportionate to the amounts of water not delivered.

This particular water supply agreement will allow Longmont to make use of our available fully consumable water and additional lower basin water rights that are currently surplus for Longmont's current use. Also, this water supply agreement will allow Longmont to continue to help other water users downstream of Longmont on the South Platte River. Revenues from this water supply agreement will accrue to the Water Utility Fund.

ATTACHMENTS:

Ordinance

Water Supply Agreement

Spreadsheet of Long Term Water Supply Agreements

1 Section 2

2 The Mayor, acting on behalf of the City, is hereby authorized to execute and deliver the
3 Agreement in substantially the form now before the City Council.

4 Section 3

5 To the extent only that they conflict with this ordinance, the Council repeals any
6 conflicting ordinances or parts of ordinances. The provisions of this ordinance are severable, and
7 invalidity of any part shall not affect the validity or effectiveness of the rest of this ordinance.
8
9

10 Introduced this _____ day of _____, 2010.

11
12 Passed and adopted this _____ day of _____, 2010.
13
14
15

16 _____
17 MAYOR

18
19 ATTEST:

20
21 _____
22
23 CITY CLERK

24
25 NOTICE: THE COUNCIL WILL HOLD A PUBLIC HEARING ON THIS ORDINANCE AT
26 7:00 P.M. ON THE _____ DAY OF _____, 2010, IN THE
27 LONGMONT COUNCIL CHAMBERS.
28

29 APPROVED AS TO FORM:
30
31
32

33 _____
34 ASSISTANT CITY ATTORNEY

_____ DATE

35
36
37
38 _____
39 PROOF READ

_____ DATE

1 APPROVED AS TO FORM AND SUBSTANCE:
2
3
4
5

6 _____
7 ORIGINATING DEPARTMENT

_____ DATE

8 File: 8171

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WATER SUPPLY AGREEMENT

This WATER SUPPLY AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2010, by and between the **City of Longmont**, a municipal corporation organized under the laws of the State of Colorado and acting by and through its Water Utility Enterprise (“Longmont”), whose address is 1100 South Sherman Street, Longmont, Colorado, 80501, and **Front Range Feedlots, LLC**, whose mailing address is P.O. Box 517 Eaton, Colorado, 80615 (“Customer”). Longmont and Customer may sometimes be referred to herein individually as a “Party” or collectively as “Parties.”

RECITALS

A. Longmont, a home rule municipality, duly organized and existing as a home-rule city under Article XX of the State of Colorado Constitution, acting on behalf of its water utility enterprise, is authorized, pursuant to Sections 1.2, 1.3 and 11.1 of Longmont’s Home Rule Charter and Section 31-15-101, et seq., C.R.S., as amended, to acquire, hold, lease and dispose of real and personal property, including water and water rights.

B. Longmont owns water, water rights, or water credits in the St. Vrain Creek basin that are fully consumable.

C. Longmont and Customer desire to enter into this Agreement to provide for fully-consumable water to be supplied by Longmont to Customer for use by Customer for augmentation and replacement purposes in a substitute water supply plan and/or augmentation plan to augment several alluvial wells used to supply water to two feedlot operations located in Weld County, Colorado (the “Properties”).

AGREEMENT

Now, therefore, in consideration of the foregoing recitals, and mutual covenants and agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Supply. Longmont hereby agrees to provide to Customer fully consumable water (the “Subject Water”) during the term of this Agreement, according to the following schedule: Between April 1, 2010 and March 31, 2012, Longmont agrees to provide to Customer a two-year total of 654 acre-feet, according to the schedule set forth in the attached Exhibit A. Between April 1, 2012 and March 31, 2030, Longmont agrees to provide Customer up to a maximum eighteen-year total of 2940 acre-feet in the amounts and according to the schedule set forth in the attached Exhibit B.

Customer is changing water rights owned by Customer in Water Court in cases 2003CW404, 2006CW114, and 2008CW178, to provide a portion of the water necessary for

Customer's augmentation plan. Upon completion of each Water Court case, Customer may reduce the yearly delivered amount downward based upon the final decree in that case. Any requests to reduce the amounts in Exhibit B shall be received by Longmont 30 days before Customer desires to change the delivery schedule. Customer agrees to provide Longmont with a Modified Delivery Schedule to replace Exhibit B. Such Modified Delivery Schedule shall fix the monthly and annual amounts that shall be provided by Longmont to Customer for the duration of the term of this Agreement. Unless consented to in writing by Longmont's Executive Director of Public Works and Natural Resources (the "Executive Director"), the Modified Delivery Schedule shall not exceed the annual amounts in Exhibit B and shall not be less than 75 acre-feet annually or more than 275 acre-feet annually.

The Subject Water may be selected and delivered by Longmont, in its discretion, from various sources including reusable effluent, water stored in Union Reservoir, fully consumable water controlled by Longmont or water from any other source, provided the Subject Water shall be usable by Customer for its stated purpose.

2. Deliveries.

2.1. Point of delivery. Longmont shall, at its sole discretion, deliver the Subject Water at either (hereinafter the "Delivery Point"): (1) the outfall of Longmont's municipal wastewater treatment plant, presently located in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 11, T2N, R69W of the 6th P.M., Boulder County, Colorado, or (2) the confluence of Spring Gulch and the Saint Vrain Creek, presently located in the SE $\frac{1}{4}$ of Section 7, T2N, R68W of the 6th P.M., Weld County, Colorado. Customer shall bear any losses associated with conveyance of the Subject Water from the Delivery Point to any location where Customer may use the Subject Water. Longmont shall be responsible for all losses and/or return obligations associated with delivery of the Subject Water to the Delivery Point.

2.2. Timing of deliveries. The Subject Water shall be delivered based upon the schedules outlined in Exhibits A, B and any Modified Delivery Schedule. Notwithstanding the foregoing, Customer and the Executive Director may mutually agree in writing to adjust the monthly distribution schedule set forth in Exhibits A, B and any Modified Delivery Schedule, to accommodate Customer's operational requirements.

2.3. Accounting. Longmont shall maintain an accounting of all deliveries of the Subject Water to Customer, and shall provide copies of such accounting to Customer upon request.

3. Use of Subject Water. Customer shall use the Subject Water for augmentation and replacement purposes in a substitute water supply plan and/or augmentation plan to augment several alluvial wells used to supply water to two feedlot operations located in Weld County, Colorado. The primary water use is drinking water for cattle and a portion of the water is used for dust suppression and grain processing.

3.1. Augmentation and/or substitute supply plan. Customer is seeking Water Court approval of a plan for augmentation, using the Subject Water as a source of augmentation or replacement water; however, no change of Longmont's water rights shall be applied for or reviewed in any such plan, and, following the expiration or termination of this Agreement, Customer acknowledges that Longmont has no duties or obligation to provide water for the replacement of depletions, delayed or otherwise, arising from the operation of such plan. Prior review by Longmont will be required regarding submittals of a substitute supply plan and/or a Water Court request.

3.2. Other approvals. Customer shall be responsible for obtaining all necessary authorizations, approvals, water court decrees, and/or permits from any and all private entities, and local, state, and federal agencies, as may be required to effectuate use of the Subject Water by Customer pursuant to this Agreement. If requested, Customer shall provide copies of any such authorizations, approvals, and permits to Longmont.

4. Rate. For the first five (5) years during the term of this Agreement, Customer agrees to pay Longmont \$258.00 per acre-foot of Subject Water ("Initial Rate"). Payment for the Subject Water deliverable during the first year of this Agreement shall be due contemporaneously with the execution of this Agreement, and payment for all subsequent years shall be due no later than November 1st for the Subject Water deliverable the following year. Such annual payments shall be nonrefundable and not contingent upon whether the Subject Water is actually diverted or used by Customer, so long as Longmont either delivered or was ready to deliver the Subject Water. Beginning in the sixth year of the term of this Agreement, and for the remainder of the term of this Agreement, the Initial Rate shall be subject to increases (the "Adjusted Rate") based on Longmont's analysis of the pro rata cost of the Longmont water system facilities used for providing the Subject Water ("Cost of Service Analysis"). Longmont may conduct Cost of Service Analyses at its sole discretion during the term of this Agreement. Factors included in Longmont's Cost of Service Analyses and determinations of the Adjusted Rate may include, without limitation, the costs attributable to developing Longmont's base raw water supply, yearly assessment costs to acquire raw water from third party suppliers, costs to construct, operate and maintain Longmont's raw water system, losses attributable to developing a reusable water supply, and the then-current market value of fully-consumable water. Upon completion of a Cost of Services Analysis, Longmont shall notify Customer, in writing, of the Adjusted Rate for the Subject Water, which Adjusted Rate per acre-foot of Subject Water shall become effective for the next payment due no later than November 1st, as described above. The Adjusted Rate charged to Customer shall be the same Adjusted Rate charged to other contract purchasers, as adjusted to reflect those costs or increased costs that may be specific to only Customer and not to other contract purchasers. The Initial Rate shall remain in effect until a cost of Service Analysis is completed, as set forth above. The Adjusted Rate may be further adjusted pursuant to subsequent Cost of Service Analyses.

5. Term. The term of this Agreement shall be for twenty (20) years, from April 1, 2010 through March 31, 2031, unless terminated earlier in accordance with the provisions of this Agreement.

6. Curtailement. Customer acknowledges that the availability of the Subject Water provided for hereunder is dependent upon natural water resources that are variable in quantity of supply from year to year, and which can be affected by causes beyond Longmont's control. Accordingly, deliveries pursuant to this Agreement may be curtailed by Longmont during: 1) times of drought, 2) force majeure events, or 3) if otherwise required by Longmont's Water Supply and Drought Management Plan ("Drought Plan"), as it may be amended from time to time. Customer acknowledges that this Agreement is subject to all provisions of the Drought Plan. In the event of curtailment or reduction of deliveries caused by such events, Longmont shall refund to Customer the advanced payment received for any amount of the Subject Water that is not delivered. Longmont shall use best efforts to inform Customer of any event which it reasonably foresees may cause an interruption in deliveries pursuant to the events 1-3, above. Longmont shall notify Customer, in writing, of any curtailment of deliveries under this Agreement and shall include in such notice the reasons for curtailment, the extent of the curtailment, and a reasonable estimate of the length of such curtailment.

7. Untreated water. The water delivered to Customer under this Agreement is untreated or non-potable water of whatever quality that is now or in the future available from the sources specified herein. Delivery of non-potable water under this Agreement will be on an "as is" basis only, and Longmont does not warrant the quality of the Subject Water or the suitability of the Subject Water for any particular purpose. Customer shall not make any claim against Longmont arising from the quality of water delivered, and Longmont shall have no treatment responsibility for the Subject Water made available under this Agreement.

8. Indemnification. Customer shall bear all responsibility for its use of the Subject Water provided under this Agreement, together with the costs associated therewith. Customer shall defend, indemnify and hold harmless Longmont from and against any and all damages, claims, losses, obligations, other costs, and other liabilities arising out of Customer's use of the Subject Water provided under this Agreement.

9. Transfer and assignment. This Agreement, and the right to use the Subject Water, may not be transferred, assigned or otherwise conveyed by Customer for use at locations other than the Property without the prior written consent of Longmont.

10. Water Conservation. Customer agrees to implement or continue reasonable Best Management Practices ("BMP") for water conservation during the term of this Agreement. This subparagraph shall not be construed to require any specific BMP, but shall broadly be held to encourage reasonable, cost effective efforts to conserve water used by Customer both under this Agreement and for base water supplies used by Customer. Examples of BMP's for agricultural uses include the conservation practices promoted by the Natural Resources Conservation Service. Examples of BMP's for municipal or industrial uses include the conservation practices promoted by the American Water Works Association. Customer's current BMPs include an extensive, piped water delivery system that eliminates evaporation between the well head and the tanks used to supply water for drinking by cattle. The water tanks are state-of-the-art, concrete, 30-gallon tanks with overflow valves that shut off when the tanks are full. Dust suppression is accomplished through a sprinkler irrigation system that is run on timers to eliminate overwatering.

10.1 As an incentive to promote conservation efforts by Customer, Longmont may, in its sole discretion, reimburse Customer in any given water year up to 50% of Customer's cost to implement water conservation BMP's. The amount of the reimbursement in any given water year shall not exceed 10% of the annual rate charged to and paid by Customer pursuant to this Agreement. The amount of the incentive and the BMP's eligible for the incentive shall be determined by Longmont staff in their sole discretion. Procedures and application processes for this subparagraph shall be as outlined in the City's annual Water Supply and Drought Management Plan.

11. Integration. This instrument embodies the whole agreement of the Parties with respect to the subject matter contained herein. This Agreement shall supersede all previous communications, representations, or agreements, whether verbal or written, between the Parties hereto. There shall be no modification of this Agreement or waiver of any of its provisions except upon mutual agreement of the Parties expressed in writing, executed with the same formalities as this instrument.

12. Default; remedies. A default shall be deemed to have occurred if either Party breaches its obligations hereunder and fails to cure such breach within thirty (30) days of written notice from the non-breaching Party specifying the breach. Waiver or failure to give notice of a particular default or defaults shall not be construed as condoning or acquiescing to any continuing or subsequent default. In addition to other legal remedies available to it, including specific performance and damages, the non-breaching Party shall also have the right to cancel this Agreement for noncompliance with any provision hereunder by giving written notice of cancellation; provided that such Party has previously given the other Party written notice of such noncompliance and the other Party has not cured such noncompliance.

13. Notices and payments. All notices, payments and other communications under this Agreement shall be in writing, except as otherwise provided for in this Agreement. All such notices and communications and all payments shall be deemed to have been duly given on the date of service, if delivered and served personally, or served via facsimile (with respect to notices and communications only) on the person to whom notice is given; on the next business day after deposit for overnight delivery by a courier service such as Federal Express; or on the third day after mailing, if mailed to the Party to whom payment and notice is to be given by first class mail, postage prepaid, and properly addressed as follows:

Longmont: City of Longmont
 Public Works and Water Utilities Director
 1100 South Sherman Street
 Longmont, Colorado 80501
 Facsimile (303) 651-8812

With a Copy to: City of Longmont
 City Attorney
 408 Third Avenue
 Longmont, Colorado 80501

Customer: Front Range Feedlots, LLC
Attention: Joe Hoff
P.O. Box 517
Eaton, Colorado, 80615
Facsimile (970) 454-2432

With a Copy to: David P. Jones, Esq.
Lind, Lawrence & Ottenhoff, LLP
355 Eastman Park Drive, Suite 200
Windsor, Colorado 80550
Facsimile (970) 674-9535

Persons and addresses to which notices are to be sent may be changed by the same method.

14. No beneficiaries. This Agreement is for the sole benefit of and binds the Parties, their successors and assigns. This Agreement affords no claim, benefit, or right of action to any third party. Any person besides Longmont or Customer receiving services or benefits under this Agreement is only an incidental beneficiary.

15. Governmental immunity. Nothing in this Agreement shall be construed to waive Longmont's protection from liability or the limitations on its liability due to its sovereign immunity under the Colorado Governmental Immunity Act or otherwise.

16. Governing law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. In the event of litigation over this Agreement, jurisdiction and venue shall be proper and exclusive in the District Court in and for Boulder County, State of Colorado.

17. Force majeure. Customer acknowledges that the availability of the Subject Water provided for hereunder is dependent upon natural water resources that are variable in quantity of supply, and which can be affected by causes beyond Longmont's control. Moreover, Longmont shall not be liable for any delay or failure to perform its obligations under this Agreement caused by an event or condition beyond the reasonable control of, and without the fault of Longmont, including without limitation failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, contamination, war, terrorist act, riot, civil disturbance, labor disturbance, accidents, sabotage, or restraint by court or restrictions by other public authority which delays or prevents performance (including but not limited to the adoption or change in any rule, policy, or regulation or environmental constraints imposed by federal, state or local governments), which Longmont could not reasonably have avoided by exercise of due diligence and foresight. Upon the occurrence of such an event or condition, the obligations of Longmont under this Agreement shall be excused and suspended without penalty or damages, provided that Longmont shall give Customer written notice describing the particulars of the occurrence or condition, the suspension of performance is of no greater scope and of no longer duration than is required by the event or condition, and Longmont proceeds with reasonable diligence to remedy its inability to perform and provides progress reports to Customer describing the actions taken to remedy the consequences of the event or condition.

18. Independent contractors. Both Parties shall perform all services under this Agreement as independent contractors, and not as an agent or employee of the other Party. No official or employee of Longmont shall supervise Customer. No official or employee of Customer shall supervise Longmont. Neither Party shall represent that it is an employee or agent of the other Party in any capacity. Neither Party owes the other party a fiduciary duty pursuant to the terms or conditions of this Agreement. **Neither Party has any right to Worker's Compensation benefits from the other Party or its insurance carriers or funds. Customer shall pay and federal and state income tax on money earned under this Agreement.**

19. No continuing duty to supply water. Longmont shall have no obligation to supply water to Customer after this Agreement expires or is otherwise terminated. By agreeing to deliver water to Customer under this Agreement, Longmont does not intend to represent itself as a public utility to Customer or others in such regard nor shall it be deemed to operate as a public utility. Customer shall not assert that Longmont is a public utility by reason of delivering water pursuant to this Agreement, or that it is subject to regulation as a public utility or subject to regulation by the Colorado Public Utilities Commission or to rate regulation by any other public entity.

20. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement. Facsimile signatures shall be acceptable and binding upon all Parties.

21. Headings. All paragraph headings used herein are for the convenience of the Parties and shall have no meaning in the interpretation or effect of this Agreement.

22. Negotiated provisions. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that both Longmont and Customer have contributed substantially and materially to the preparation of this Agreement.

23. Authority. The Parties warrant that they have taken all actions necessary or required by their own procedures, bylaws, or applicable law, to authorize their respective signatories to sign this Agreement for them and to bind them to its terms.

Executed as of the date first set forth above.

CITY OF LONGMONT, acting by and through its
Water Utility Enterprise:

Mayor

APPROVED AS TO FORM:

Assistant City Attorney

Date

Proof read

Date

APPROVED AS TO FORM AND SUBSTANCE:

Originating Department

Date

FRONT RANGE FEEDLOTS, LLC

By _____
Joe Hoff, CFO

Date

State of Colorado)
) ss.
County of Boulder)

I attest that the foregoing instrument was acknowledged before me this _____ day of _____, 2010, by _____, as the Mayor of the City of Longmont.

Witness my hand and official seal.

CITY CLERK

Notary Public, State of Colorado

My commission expires: _____

Exhibit A

Fixed Long-term Delivery Schedule (April 2010 - March 2012)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2010	-	-	-	23	41	62	51	33	2	43	36	24	315
2011	20	19	21	10	28	51	41	24	0	35	29	18	296
2012	14	14	15	-	-	-	-	-	-	-	-	-	43

Exhibit B

Maximum Long-term Delivery Schedule

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2012	-	-	-	7	30	59	47	25	0	39	32.0	18	257
2013	14	14	15	3	27	55	43	22	0	37	29	14	273
2014	10	12	13	0	23	53	40	19	0	34	27	12	243
2015	8	9	10	0	20	50	38	17	0	32	24	10	218
2016	5	7	8	0	19	48	35	15	0	29	23	8	197
2017	4	5	7	0	17	47	34	13	0	28	20	7	182
2018	3	4	4	0	15	45	33	12	0	27	19	5	167
2019	2	3	3	0	14	44	32	10	0	25	18	4	155
2020	0	2	2	0	13	43	30	9	0	24	18	3	144
2021	0	2	2	0	13	43	29	9	0	23	17	3	141
2022	0	0	0	0	12	42	29	8	0	23	17	2	133
2023	0	0	0	0	12	42	28	8	0	22	15	2	129
2024	0	0	0	0	10	40	28	7	0	22	15	0	122
2025	0	0	0	0	10	40	28	7	0	22	14	0	121
2026	0	0	0	0	9	39	27	7	0	20	14	0	116
2027	0	0	0	0	9	39	27	5	0	20	14	0	114
2028	0	0	0	0	9	39	27	5	0	20	14	0	114
2029	0	0	0	0	9	39	27	5	0	20	14	0	114
2030	0	0	0	0	0	0	0	0	0	0	0	0	0

SUMMARY OF LONG TERM FULLY CONSUMABLE WATER LEASES AND EXCHANGES

EXISTING		2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
LEASES	Term																				
A&W Water	2008 to 2027	420	480	540	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	
LWM Washout	2008 to 2028	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50
Hunt	2008 to 2028	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30
Union Well Augment Group	2009 to 2029	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
Lease Total		600	660	720	780	780	780	780	780	780	780	780	780	780	780	780	780	780	780	180	100
EXCHANGES	Term																				
Public Service Company C-BT Exchange	2008 to 2080	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000
PSCo Senior Exchange	Perpetual	529	529	529	529	529	529	529	529	529	529	529	529	529	529	529	529	529	529	529	529
State Park Exchange	Perpetual	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350
Exchange Total		5879	5879	5879	5879	5879	5879	5879	5879	5879	5879	5879	5879	5879	5879	5879	5879	5879	5879	5879	5879
SUM TOTAL EXISTING		6479	6539	6599	6659	6659	6659	6659	6659	6659	6659	6659	6659	6659	6659	6659	6659	6659	6659	6059	5979
PROPOSED																					
LEASES	Term																				
Front Range		315	296	300	273	243	218	197	182	167	155	144	141	133	129	122	121	116	114	114	114
Lease Total		315	296	300	273	243	218	197	182	167	155	144	141	133	129	122	121	116	114	114	114
EXCHANGES	Term																				
Exchange Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUM TOTAL PROPOSED		315	296	300	273	243	218	197	182	167	155	144	141	133	129	122	121	116	114	114	114
EXISTING & PROPOSED																					
SUM TOTAL EXISTING & PROPOSED		6,794	6,835	6,899	6,932	6,902	6,877	6,856	6,841	6,826	6,814	6,803	6,800	6,792	6,788	6,781	6,780	6,775	6,773	6,173	6,093

Revision Date: 1/13/2010
 Printed Date: 1/19/2010