

STATE OF COLORADO   )  
COUNTY OF ADAMS     )

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Government Center in Brighton, Colorado on the 25<sup>th</sup> day of February 2025 there were present:

Julie Duran Mullica	Commissioner
Kathy Henson	Commissioner
Emma Pinter	Commissioner
Steve O'Dorisio	Commissioner
Lynn Baca	Commissioner
Heidi Miller	County Attorney
Erica Hannah	Clerk to the Board

when the following proceedings, among others were held and done, to-wit:

RESOLUTION APPROVING APPLICATION IN CASE # RCU2024-00008 -  
XCEL KESTREL INTERCONNECTION PROJECT

Resolution 2025-068

WHEREAS, this case involves a request for an Areas and Activities of State Interest (AASI) Permit to allow Public Service Company of Colorado, a Colorado corporation conducting business as Xcel Energy (the "Applicant"), to tap into and extend an existing transmission line to extend service (the "Proposed Project");

WHEREAS, the transmission line will be approximately 1.3 miles long, of which a half mile will be located in unincorporated Adams County on or near the following generally described property:

PARCEL NUMBER: 0181900000127

**LEGAL DESCRIPTION:**

SECT,TWN,RNG:31-3-65 DESC: BEG AT SE COR SE4 SEC 31 TH N 177 FT AL E LN SD SE4 TO NLY ROW LN I-70 TH W 1060 FT TH W 700 FT ALG SD NLY ROW OF I-70 TH N 2411/75 FT // TO E LN SD SE4 TO PT ON SLY ROW LN U P RR AND SLY LN SMITH RD TH S 83D 00M E 705/57 FT ALG SD RR ROW TH S 2328/48 FT TO POB 38/09A

LOCATION: Along western boundary of 24600 East Smith Road from I-70 to East Smith Road

WHEREAS, this case also involves an associated Development Agreement between the County and the Applicant for pre-construction and ongoing maintenance of the transmission line related to the Proposed Project; and

WHEREAS, the Adams County Planning Commission held a public hearing on the 23<sup>rd</sup> day of January, 2025, and forwarded a recommendation of APPROVAL to the Board of County Commissioners; and

WHEREAS, the Board of County Commissioners held a public hearing on the application on the 25<sup>th</sup> day of February, 2025.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that based upon the evidence presented at the hearing and the recommendation of the Adams County Planning Commission, the application in this case is hereby APPROVED based upon the following findings-of-fact and subject to fulfillment of the following conditions of approval and note to the Applicant:

Findings of Fact:

1. Documentation that prior to site disturbance associated with the Proposed Project, the Applicant can and will obtain all necessary property rights, permits and approvals. The Board may, at its discretion, defer making a final decision on the application until outstanding property rights, permits and approvals are obtained or the Board may grant a Permit with conditions and/or conditions precedent which will adequately address outstanding concerns.
2. The Proposed Project considers the relevant provisions of the regional water quality plans.
3. The Applicant has the necessary expertise and financial capability to develop and operate the Proposed Project consistent with all requirements and conditions.
4. The Proposed Project is technically and financially feasible.
5. The Proposed Project is not subject to significant risk from natural hazards.
6. The Proposed Project is in general conformity with the applicable comprehensive plans.
7. The Proposed Project does not have a significant adverse effect on the capability of local government to provide services or exceed the capacity of service delivery systems.
8. The Proposed Project does not create an undue financial burden on existing or future residents of the County.
9. The Proposed Project does not significantly degrade any substantial sector of the local economy.
10. The Proposed Project does not unduly degrade the quality or quantity of recreational opportunities and experience.
11. The planning, design and operation of the Proposed Project reflects principals of resource conservation, energy efficiency and recycling or reuse.
12. The Proposed Project does not significantly degrade the environment. Appendix A of the Areas and Activities of State Interest application includes the considerations that shall be used to determine whether there will be significant degradation of the environment. For purposes of this section, the term environment shall include air quality visual quality, surface water quality, groundwater quality, wetlands, flood plains, streambed meander limits, recharge areas, and riparian areas, terrestrial and aquatic animal life, terrestrial and aquatic plant life., and Soils and geologic conditions.
13. The Proposed Project does not cause a nuisance and if a nuisance has been determined to be created by the Proposed Project the nuisance has been mitigated to the satisfaction of the County.

14. The Proposed Project does not significantly degrade areas of paleontological, historic, or archaeological importance.
15. The Proposed Project does not result in unreasonable risk of releases of hazardous materials. In making this determination as to such risk, the Board's consideration shall include plans for compliance with federal and State handling, storage, disposal and transportation requirements; use of waste minimization techniques; adequacy of spill prevention and counter measures, and emergency response plans.
16. The benefits accruing to the County and its citizens from the proposed activity outweigh the losses of any resources within the County, or the losses of opportunities to develop such resources.
17. The Proposed Project is the best alternative available based on consideration of need, existing technology, cost, impact, and the Development Standards and Regulations.
18. The Proposed Project shall not unduly degrade the quality or quantity of agricultural activities.
19. The proposed Project does not negatively affect transportation in the area.
20. All reasonable alternatives to the Proposed Project, including use of existing rights-of-way and joint use of rights-of-way wherever uses are compatible, have been adequately assessed and the Proposed Project is compatible with and represents the best interests of the people of the County and represents a fair and reasonable utilization of resources in the impact area.
21. The nature and location of the Proposed Project or expansion will not unduly interfere with existing easements, rights-of-way, other utilities, canals, mineral claims or roads.
22. Adequate electric, gas, telephone, water, sewage and other utilities exist or shall be developed to service the site.
23. The proposed project will not have a significantly adverse net effect on the capacities or functioning of streams, lakes and reservoirs in the impact area, nor on the permeability, volume, recharge capability and depth of aquifers in the impact area.
24. If the purpose and need for the Proposed Project are to meet the needs of an increasing population within the County, the area and community development plans and population trends demonstrate clearly a need for such development.
25. The Proposed Project is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area.

Conditions of Approval:

1. The Applicant shall comply with all the terms and conditions of the executed Development Agreement between Xcel Energy and Adams County.
2. Prior to commencing Project construction on a parcel located in the County, Xcel Energy will submit copies of the requisite land rights necessary for Project construction on that parcel to the County's Director of Community and Economic Development.

Note to the Applicant:

1. The Applicant shall comply with all building, zoning, fire, engineering, and health codes and regulations.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners be and hereby is authorized to execute said Development Agreement on behalf of the County of Adams, State of Colorado.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Mullica\_\_\_\_\_Aye  
Henson\_\_\_\_\_Aye  
Pinter\_\_\_\_\_Aye  
O'Dorisio\_\_\_\_\_Aye  
Baca\_\_\_\_\_Aye  
Commissioners

STATE OF COLORADO    )  
County of Adams        )

I, Josh Zygielbaum, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 25<sup>th</sup> day of February A.D. 2025.

County Clerk and ex-officio Clerk of the Board of County Commissioners

Josh Zygielbaum:

By:



Deputy

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made and entered into by and between the COUNTY OF ADAMS, a political subdivision of the State of Colorado, hereinafter called "**Adams County**" or "**County**," with a mailing address of 4430 South Adams County Parkway, 1st Floor, Suite W2000, Brighton, CO 80601, and Public Service Company of Colorado, a Colorado corporation conducting business as Xcel Energy, whose legal address is 1800 Larimer Street, Denver, Colorado 80202, hereinafter called "**Developer**."

### WITNESSETH:

WHEREAS, Developer desires to construct and operate an electric transmission line ("**the Project**") in Adams County, Colorado. The unincorporated portion of the County affected by the Project includes a transmission line utility corridor approximately 6.5 acres in size. The corridor location is reflected on the vicinity map (attached as Exhibit 1). The Project, as more particularly described in that certain Major Facilities of a Public Utility Permit Application ("**the 1041 Permit Application**") dated August 9, 2024, will play an integral part in providing power to serve a new data center campus to be located in the City of Aurora ("**Aurora**"); and

WHEREAS, Developer submitted the 1041 Permit Application to the County in accordance with the requirements outlined in Chapters 2 and 6 of the Adams County Development Standards and Regulations (the "**Regulations**"); and

WHEREAS, Developer has or will obtain the requisite land rights in the County necessary to develop the Project; and

WHEREAS, the County has designated its future road expansion plans in the Adams County Transportation Plan adopted November 2012 ("**Transportation Plan**"); and

WHEREAS, Developer has planned and designed the Project so it will not prohibit future development in the area pursuant to the Transportation Plan, or add cost to the County's future infrastructure plans to support such development.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant, and agree as follows:

### I. DEVELOPER'S OBLIGATIONS:

1. Pre-Construction Activities. Prior to site disturbance and commencing construction of the Project in the County, Developer shall:
  - a. In the event that any portion of the Project is located within the MS4 permit boundary of unincorporated Adams County and causes greater than 1 acre of land disturbance, submit a Stormwater Management Plan ("**SWMP**") to be prepared according to County

standards. No portion of the Project is within the urbanized MS4 area, and therefore, no stormwater permitting with Adams County will be required. All areas of the project will be covered under a general construction stormwater discharge permit certification issued by the Colorado Department of Public Health and Environment Water Quality Control Division and appropriate control measures will be installed, inspected, and maintained throughout construction. However, if Project boundaries were to change such that disturbances were proposed within the urbanized area, Developer shall reopen the discussion with Adams County and submit a stormwater management permit for review and approval by the County, as applicable.

- b. Prepare a Traffic Control Plan, including haul routes, for the portion of the Project within unincorporated Adams County and obtain written approval of the plan from the Adams County Transportation Department prior to the commencement of construction. The Traffic Control Plan shall detail any impacts to the applicable right-of-way during the construction of the Project, including, but not limited to, lane closures, access to construction staging sites, hours of operation, etc. The Traffic Control Plan shall be prepared in a way to minimize impacts to adjacent property owners during the construction period. The Developer shall be responsible to implement any necessary corrections or adjustments of the Traffic Control Plan as required during Project construction.
  - c. Secure all applicable local, state and federal permits necessary for construction of each phase of the Project and submit confirmation of these permits to the County upon request.
  - d. Prior to commencing Project construction on a parcel located in the County, Xcel Energy will submit copies of the requisite land rights necessary for Project construction on that parcel to the County's Director of Community and Economic Development.
2. Construction Activities. During construction of the Project, the Developer shall:
- a. Comply with any adopted health and environmental standards applicable to the Project provided by the County Health Department if any, as required.
  - b. Comply with any adopted standards applicable to the Project provided by Colorado Parks and Wildlife if any, as required.
  - c. Manage Stormwater in accordance with a SWMP prepared under the Colorado Department of Public Health and Environment ("CDPHE") Colorado Discharge Permitting System ("COPS") Permit and in accordance with the Clean Water Act National Pollution Discharge Elimination System ("NPDES") regulations. Stormwater BMPs will be implemented for the construction phase to capture and treat all onsite Stormwater runoff in accordance with the requirements for the SWMP pursuant to sub-Section 1.a., above.
  - d. Ensure the main construction activities at the Project site will occur from 6:00 AM to 6:00 PM during construction Monday through Saturday, except during inclement

weather and emergency situations that would cause the Developer to be out of compliance with any applicable local, state, or federal permit. The Adams County Director of Community and Economic Development may extend the hours and days of operation if Developer first makes a request in writing and demonstrates sufficient need.

- e. Implement the approved Traffic Control Plan pursuant to sub-Section 1.b., above.
- f. Comply with C.R.S. § 42-4-1407, covering loads for all hauling/construction trucks, as required.
- g. Be responsible for the cleanliness and safety of all roadways adjacent to the Project in the event that there are any issues related to the Project during construction. If at any time these roadways are found to be dangerous or not passable due to debris or mud caused by Project activities, the County may, after reasonable notice to Developer and providing Developer an opportunity to take corrective action, require Developer to cease Project operations and clear the roadway of any and all debris or mud. The Project shall not resume until the County, in its sole discretion, deems the roadway conditions safe and acceptable. If the Developer fails to keep the adjacent roadways clean and free from debris, the Adams County Public Works Department has the option to perform the required clean up and bill the charges directly to the Developer.
- h. The Developer shall be responsible for repairing County infrastructure that is damaged as a result of the construction of the Project. Repairs shall occur as soon as possible, but no later than six (6) months following construction completion, unless an extension is granted by the County for good cause, in writing, in the event of extenuating circumstances. The Developer may submit evidence to the County's Director of Public Works of the condition of the County's right-of-way at the start and completion of construction of the Project in order to demonstrate the pre-construction condition and the post-construction condition of the roadway.
- i. Remove and dispose of all fluid spills, such as hydraulic oil from maintenance of equipment, at a facility permitted for such disposal.
- j. Convey all complaints Developer receives concerning off-site impacts related to the Project and the resolution of those complaints to the Adams County Community and Economic Development Department. Off-site impacts shall be responded to and resolved as soon as reasonably practicable by the Developer.
- k. Ensure that all construction vehicles have a backup alarm that complies with OSHA requirements, 29 CFR § 1926.01(b)(4) and § 1926.602(a)(9), and/or other remedies (such as flagmen) to minimize noise as approved by the County.
- l. If fuel will be stored on the Project property or within the County's right-of-way during construction, the following shall be implemented: All fuel storage at this site shall be provided with secondary containment that complies with state law and any appropriate

regulatory standards; fueling areas shall be separated from the rest of the site's surface area, and protected from storm water; and Developer shall provide to the County a spill prevention plan and release prevention plan for fuel storage and fueling operations. Spill and drip containment pans shall be emptied frequently, and all spills shall be cleaned up and disposed of immediately at a facility permitted for such disposal.

m. Developer shall notify the County prior to commencing any snow removal operations within the County's right-of-way. The Developer shall be responsible for any damages to the right-of-way caused by its snow removal operations, and Developer shall repair such damages at its sole cost and expense within 60 days of receiving notice from the County, unless an extension is granted by the County for good cause, in writing, in the event of extenuating circumstances.

n. Comply with all applicable local, state and federal requirements during the course of Project construction.

3. Operational Requirements.

The Project will be operated in accordance with all applicable local, state and federal codes, laws and regulations, including, but not limited to, the Colorado Department of Transportation ("CDOT") and CDPHE.

4. Post-Construction and Maintenance Requirements.

a. Developer agrees that it will not disrupt or damage the functionality of any existing County-owned drainage facilities if present on the properties crossed by the Project.

b. Developer agrees to submit emergency contact information, emergency response plans, and final maps of the Project, including all associated facility components, to the local fire districts encompassing the Project and to the Adams County Office of Emergency Management before commencing operation of the transmission line. The Developer shall comply with all other requests for information from the Adams County Office of Emergency Management in accordance with local, state and federal law.

5. Development Impact Fees.

There are no development fees associated with this Project.

6. Acceptance and Maintenance of Public Improvements.

Developer is not required to make any public improvements or make any public dedications in connection with the Project.

7. Guarantee of Compliance.

Developer hereby agrees that should it fail to comply with the terms of this Agreement, the County is entitled to obtain from the Colorado State District Court for the Seventeenth Judicial District a mandatory injunction requiring said Developer to comply with the terms of this Agreement. Prior to the County seeking such an injunction, Developer will be



provided the opportunity to cure any default in accordance with the terms set forth herein. Developer further agrees that failing to substantially comply with the requirements set forth in this Agreement may be justification for a Show Cause Hearing whereby the 1041 Permit may be revoked.

8. Financial Security.

The County has determined that there is no need for a guarantee of financial security with regards to this Project.

9. Successors and Assigns.

This Agreement shall be binding upon the successors and assigns of the Developer.

II. COUNTY'S OBLIGATIONS:

Except as expressly set forth herein, the County shall have no obligations associated with this Agreement.

III. GENERAL PROVISIONS:

1. No Third-Party Beneficiaries.

This Agreement is intended to describe and determine such rights and responsibilities only as between the parties hereto. It is not intended to, and shall not be deemed to, confer rights or responsibilities to any person or entities not named hereto.

2. Notices.

Any and all notices, demands or other communications desired or required to be given under any provision of this Agreement shall be given in writing and delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid as follows:

To Developer:

If before June 1, 2025, to:  
Public Service Company of Colorado  
Attention: Senior Manager, Siting & Land Rights  
1800 Larimer Street, Suite 400  
Denver, CO 80202

With a copy to:  
Xcel Energy Services, Inc.  
Attention: Legal Services – Real Estate  
1800 Larimer Street, Suite 1400  
Denver, CO 80202

After June 1, 2025, to:  
Public Service Company of Colorado  
Attention: Senior Manager, Siting & Land Rights  
3500 Blake Street, Suite 300  
Denver, CO 80205

With a copy to:  
Xcel Energy Services, Inc.  
Attention: Legal Services – Real Estate  
3500 Blake Street, Suite 400  
Denver, Colorado 80205

To Adams County: Director, Adams County Community and Economic  
Development 4430 South Adams County Parkway, 1st  
Floor, Suite W2000A Brighton, CO 80601

With a copy to: Adams County Attorney  
4430 South Adams County Parkway, 5<sup>th</sup> Floor, Suite  
C500B Brighton, CO 80601

Or to such other address that a party may hereafter from time to time designate by written notice to the other party in accordance with this Section III(2). Notice shall be effective upon receipt.

3. Amendments.

Should any changes to the approved 1041 Permit be proposed before, during or after completion of the Project, the Developer shall submit the details of those changes to the Adams County Community and Economic Development Director for a determination as to whether those changes constitute a Major or Minor Amendment to the approved permit in accordance with the Regulations.

This Agreement may only be modified amended, changed or terminated in whole or in part by an agreement in writing duly authorized and executed by the parties hereto with the same formality, and subject to the same statutory and regulatory requirements, as this Agreement.

4. Controlling Law.

The laws of the State of Colorado shall govern the construction, enforcement, and interpretation of this Agreement. In the event of a legal dispute between the parties, the parties agree that the Colorado State District Court for the Seventeenth Judicial District shall have exclusive jurisdiction to resolve said dispute.

5. Default.

If either party is in default under this Agreement, the non-defaulting party shall provide written notice to said defaulting party to the address provided in Section III(2) immediately

above. The defaulting party shall have 30 days from receipt of notice to cure the default, unless an extension is granted in writing by the non-defaulting party for good cause pursuant to this Agreement. The non-defaulting party may seek all remedies available pursuant to the Agreement and under the law.

6. Costs and Fees.

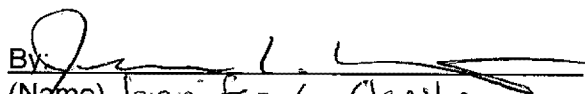
In the event of any litigation arising out of this Agreement, the parties agree that each will pay its own costs and fees.

7. No Automatic Further Approvals.

Execution of this Agreement by the County shall not be construed as a representation or warranty that Developer is entitled to any other approvals required from the County, if any, before Developer is entitled to commence development of the Project.

**Developer**

Public Service Company of Colorado

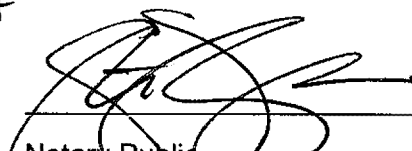
By:   
(Name) Jennifer L. Chester  
(Title) Sr. mgr., Siting and Land Rights

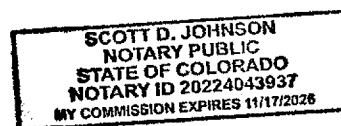
ACKNOWLEDGMENT

STATE OF COLORADO     )  
                                      )  
COUNTY OF Denver     )     SS.

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of January,  
2025, by Scott Johnson  
(Name & Title) Sr., Siting & Land Rights Agent

Witness my hand and official seal.

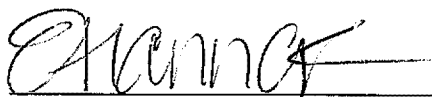
  
\_\_\_\_\_  
Notary Public  
State of Colorado



APPROVED BY resolution at the meeting of FEBRUARY 25, 2025.


ATTEST:

BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

  
Clerk of the Board

  
Chair

Approved as to form:

  
Adams County Attorney's Office 2/25/2025

**Exhibit 1**

(Vicinity Map of the Project)

# KESTREL 230-KV INTERCONNECTION

## Exhibit 1

- Proposed Structure Location
- Proposed Route
- Kestrel Sub - Termination Location
- Proposed ROW
- Customer Parcel
- Parcel Boundary
- Municipal Boundary
- Counties

The information contained herein is demonstrative only believed to be accurate and suitable for limited, internal Xcel Energy use only. Maps are not to scale. All matters depicted including but not limited to utility facilities, locations and materials are preliminary only and subject to change without notice. Xcel Energy/Public Service Company of Colorado makes no warranty as to the accuracy or suitability of any information contained herein for use by third parties for any particular purpose. The accuracy of this map and the information depicted should be verified prior to use. The user shall assume all risk and responsibility for any and all damages, including consequential damages, which may arise from the user's reliance on this information.

