



Board of County Commissioners

Eva J. Henry - District #1
Charles "Chaz" Tedesco - District #2
Erik Hansen - District #3
Steve O'Doriso - District #4
Mary Hodge - District #5

PUBLIC HEARING AGENDA

NOTICE TO READERS: The Board of County Commissioners' meeting packets are prepared several days prior to the meeting. This information is reviewed and studied by the Board members to gain a basic understanding, thus eliminating lengthy discussions. Timely action and short discussion on agenda items does not reflect a lack of thought or analysis on the Board's part. An informational packet is available for public inspection in the Board's Office one day prior to the meeting.

THIS AGENDA IS SUBJECT TO CHANGE

Tuesday
May 23, 2017
9:30 AM

- 1. ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. MOTION TO APPROVE AGENDA**
- 4. AWARDS AND PRESENTATIONS**
- 5. PUBLIC COMMENT**

A. Citizen Communication

A total of 30 minutes is allocated at this time for public comment and each speaker will be limited to 3 minutes. If there are additional requests from the public to address the Board, time will be allocated at the end of the meeting to complete public comment. The chair requests that there be no public comment on issues for which a prior public hearing has been held before this Board.

B. Elected Officials' Communication

6. CONSENT CALENDAR

- A.** List of Expenditures Under the Dates of May 8-11, 2017
- B.** Minutes of the Commissioners' Proceedings from May 16, 2017
- C.** Resolution Approving a Habitat Improvement Easement and Right of Entry Agreement from Adams County to the Metro Wastewater Reclamation District
- D.** Resolution Approving Incentive Agreement between Adams County and McLane Foodservice

- E.** Resolution Approving Right-of-Way Agreement between Adams County and the Rotello Family Trust for Property Necessary for the York Street Improvements Project – York Street from East 78th Avenue to Highway 224
- F.** Resolution Approving the First Amendment to Land Lease Agreement between Adams County and CEC Solar #1130, LLC
- G.** Resolution Approving Consent to Assignment and Assignment Among Adams County, Clean Focus Renewables, Inc., and CEC Solar #1130, LLC
- H.** Resolution Approving Access Easement to CEC Solar #1130, LLC, for Access to Solar Farm
- I.** Resolution Approving Utility Easement to CEC Solar #1130, LLC, for Solar Farm

7. NEW BUSINESS

A. COUNTY MANAGER

- 1.** Resolution Approving Change Order Three to the Agreement between Adams County and Huitt-Zollars, Inc., for the Lowell Boulevard Improvements Project for the Transportation Department
- 2.** Resolution Accepting a Bid from and Awarding an Agreement to Martin Marietta Materials for the 2017 Street Paving Project for the Transportation Department

B. COUNTY ATTORNEY

8. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(e) for the Purpose of Negotiations

9. LAND USE HEARINGS

A. Cases to be Heard

- 1.** EXG2009-00002 Asphalt Specialties
- 2.** RCU2016-00025 Asphalt Specialties

10. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE

County of Adams
Net Warrant by Fund Summary

| Fund Number | Fund Description | Amount |
|------------------------|--------------------------------|-------------------|
| 1 | General Fund | 422,822.29 |
| 4 | Capital Facilities Fund | 1,152.00 |
| 6 | Equipment Service Fund | 29,090.44 |
| 13 | Road & Bridge Fund | 344,082.72 |
| 19 | Insurance Fund | 45,197.36 |
| 25 | Waste Management Fund | 14,394.35 |
| 27 | Open Space Projects Fund | 1,358.90 |
| 30 | Community Dev Block Grant Fund | 32,027.00 |
| 31 | Head Start Fund | 8,812.09 |
| 34 | Comm Services Blk Grant Fund | 6,493.25 |
| 35 | Workforce & Business Center | 8,057.36 |
| 50 | FLATROCK Facility Fund | 7,885.00 |
| | | <u>921,372.76</u> |

Net Warrants by Fund Detail

1 General Fund

| <u>Warrant</u> | <u>Supplier No</u> | <u>Supplier Name</u> | <u>Warrant Date</u> | <u>Amount</u> |
|----------------|--------------------|--------------------------------|---------------------|---------------|
| 00708404 | 433987 | ADCO DISTRICT ATTORNEY'S OFFIC | 05/08/17 | 355.47 |
| 00708406 | 383698 | ALLIED UNIVERSAL SECURITY SERV | 05/08/17 | 16,353.45 |
| 00708408 | 599899 | AYALA MAYRA | 05/08/17 | 175.00 |
| 00708409 | 49752 | BRIGHTON HIGH SCHOOL FFA | 05/08/17 | 75.00 |
| 00708413 | 40449 | COLO DEPT OF TRANSPORTATION | 05/08/17 | 40.00 |
| 00708417 | 600339 | HILL CYNTHIA | 05/08/17 | 256.00 |
| 00708418 | 5174 | KUSTOM SIGNALS INC | 05/08/17 | 8,236.00 |
| 00708419 | 289813 | MILE HIGH SHOOTING SUPPLY | 05/08/17 | 3,750.00 |
| 00708421 | 4551 | NEVE'S UNIFORMS INC | 05/08/17 | 11,328.15 |
| 00708425 | 342485 | ORTIZ MARCELLINO | 05/08/17 | 256.00 |
| 00708426 | 48924 | PRO TECH COMPUTER SYSTEMS INC | 05/08/17 | 1,547.00 |
| 00708428 | 52340 | ROGERS, JAI R | 05/08/17 | 59.00 |
| 00708429 | 472520 | SCULLY TARA | 05/08/17 | 59.00 |
| 00708467 | 383698 | ALLIED UNIVERSAL SECURITY SERV | 05/08/17 | 1,559.32 |
| 00708469 | 482107 | ANNESE DEREK | 05/08/17 | 53.66 |
| 00708470 | 322973 | ARMORED KNIGHTS INC | 05/08/17 | 1,368.06 |
| 00708474 | 422450 | BRYANT ERIK | 05/08/17 | 72.76 |
| 00708481 | 520339 | DOUGLASS CHRISTOPHER | 05/08/17 | 7.06 |
| 00708487 | 599865 | FRAZIER MITCHELL | 05/08/17 | 59.92 |
| 00708499 | 41022 | LEWIS HIMES ASSOCIATES INC | 05/08/17 | 850.00 |
| 00708506 | 565448 | NEUBECK MICHAEL | 05/08/17 | 126.26 |
| 00708508 | 516994 | PARK 12 HUNDRED OWNERS ASSOCIA | 05/08/17 | 50,187.00 |
| 00708520 | 293662 | SUMMIT LABORATORIES INC | 05/08/17 | 410.00 |
| 00708521 | 41127 | THYSSENKRUPP ELEVATOR CORP | 05/08/17 | 6,599.52 |
| 00708524 | 277420 | VANGORDER MIKE | 05/08/17 | 27.82 |
| 00708530 | 244651 | s-COMM INC | 05/09/17 | 178.01 |
| 00708531 | 37575 | ADAMS / BROOMFIELD BAR ASSN | 05/09/17 | 600.00 |
| 00708532 | 4736 | ADAMS COUNTY COMMUNICATION | 05/09/17 | 75.00 |
| 00708533 | 91631 | ADAMSON POLICE PRODUCTS | 05/09/17 | 105.00 |
| 00708534 | 383698 | ALLIED UNIVERSAL SECURITY SERV | 05/09/17 | 16,166.14 |
| 00708535 | 25285 | AMERICAN DREAM | 05/09/17 | 233.60 |
| 00708536 | 54619 | ARTISTIC FLOWERS & GIFTS | 05/09/17 | 490.00 |
| 00708537 | 23744 | AURORA POLICE DEPARTMENT | 05/09/17 | 600.00 |
| 00708538 | 600894 | BERMUDEZ LEESA HELENE | 05/09/17 | 19.00 |
| 00708539 | 923923 | BOSTON DOE LORENA | 05/09/17 | 263.50 |
| 00708540 | 600903 | BRADFORD L ALLIN | 05/09/17 | 44.00 |

Net Warrants by Fund Detail

1 General Fund

| <u>Warrant</u> | <u>Supplier No</u> | <u>Supplier Name</u> | <u>Warrant Date</u> | <u>Amount</u> |
|----------------|--------------------|--------------------------------|---------------------|---------------|
| 00708541 | 13160 | BRIGHTON CITY OF (WATER) | 05/09/17 | 736.37 |
| 00708542 | 13160 | BRIGHTON CITY OF (WATER) | 05/09/17 | 82.32 |
| 00708543 | 13160 | BRIGHTON CITY OF (WATER) | 05/09/17 | 116.37 |
| 00708544 | 13160 | BRIGHTON CITY OF (WATER) | 05/09/17 | 12,947.72 |
| 00708545 | 13160 | BRIGHTON CITY OF (WATER) | 05/09/17 | 17,212.23 |
| 00708546 | 446423 | BRUMBAUGH & QUANDAHL | 05/09/17 | 19.00 |
| 00708547 | 8973 | C & R ELECTRICAL CONTRACTORS I | 05/09/17 | 297.10 |
| 00708548 | 35865 | CCE RECOVERY | 05/09/17 | 250.00 |
| 00708549 | 5560 | CENTURA HEALTH | 05/09/17 | 600.00 |
| 00708550 | 37266 | CENTURY LINK | 05/09/17 | 205.39 |
| 00708551 | 9902 | CHEMATOX LABORATORY INC | 05/09/17 | 570.00 |
| 00708552 | 600904 | CLERK OF THE DISTRICT COURT | 05/09/17 | 19.00 |
| 00708553 | 44006 | COLO ASSN OF PERMIT TECHNICIAN | 05/09/17 | 70.00 |
| 00708554 | 84534 | CORE ELECTRIC | 05/09/17 | 1,280.61 |
| 00708555 | 600905 | DEHERRERA DESIRAE | 05/09/17 | 19.00 |
| 00708556 | 44656 | DENVER HEALTH & HOSPITAL AUTHO | 05/09/17 | 3,840.00 |
| 00708558 | 248103 | DS WATERS OF AMERICA INC | 05/09/17 | 933.44 |
| 00708559 | 599283 | EZ MESSENGER | 05/09/17 | 19.00 |
| 00708561 | 600906 | FOSTER BUICK CONKLIN AND LUNDG | 05/09/17 | 19.00 |
| 00708562 | 600908 | GARCIA ESTEBAN JOSEPH | 05/09/17 | 19.00 |
| 00708563 | 600678 | GURARIE MAYA | 05/09/17 | 134.08 |
| 00708564 | 600907 | GUTIERREZ MARIA | 05/09/17 | 19.00 |
| 00708565 | 600618 | INFINITY HOME COLLECTION | 05/09/17 | 521.93 |
| 00708566 | 13565 | INTERMOUNTAIN R E A | 05/09/17 | 506.45 |
| 00708568 | 375154 | KEEFE COMMISSARY NETWORK LLC | 05/09/17 | 279.50 |
| 00708569 | 259756 | KLASS PHILIP | 05/09/17 | 144.00 |
| 00708570 | 40843 | LANGUAGE LINE SERVICES | 05/09/17 | 1,098.80 |
| 00708571 | 506518 | LEACHMAN MARK A | 05/09/17 | 19.00 |
| 00708572 | 42876 | LEXISNEXIS RISK SOLUTIONS | 05/09/17 | 97.85 |
| 00708573 | 42876 | LEXISNEXIS RISK SOLUTIONS | 05/09/17 | 97.85 |
| 00708574 | 34642 | LILS EMBROIDERY AND SCREENPRIN | 05/09/17 | 400.00 |
| 00708575 | 547834 | LOPEZ MARCUS | 05/09/17 | 394.00 |
| 00708576 | 381372 | MACHOL & JOHANNES, LLC | 05/09/17 | 19.00 |
| 00708577 | 51274 | MCDONALD YONG HUI V | 05/09/17 | 4,833.00 |
| 00708578 | 20503 | MILLER SCOTT E | 05/09/17 | 310.00 |
| 00708579 | 93018 | MURPHY RICK | 05/09/17 | 2,901.17 |

Net Warrants by Fund Detail

1General Fund

| <u>Warrant</u> | <u>Supplier No</u> | <u>Supplier Name</u> | <u>Warrant Date</u> | <u>Amount</u> |
|----------------|--------------------|--------------------------------|---------------------|---------------|
| 00708580 | 13422 | NORTHGLENN AMBULANCE | 05/09/17 | 724.50 |
| 00708581 | 260201 | NORTHWEST PARKWAY LLC | 05/09/17 | 59.90 |
| 00708582 | 600909 | PARKER KERISSA LYNN | 05/09/17 | 19.00 |
| 00708583 | 600626 | PREMIER DRAFT BEER SERVICES | 05/09/17 | 490.00 |
| 00708584 | 16377 | PROFESSIONAL FINANCE CO | 05/09/17 | 19.00 |
| 00708585 | 472519 | RICHARDSON DAVID W | 05/09/17 | 59.00 |
| 00708586 | 600910 | ROBINSON AND HENRY | 05/09/17 | 145.00 |
| 00708587 | 304194 | ROBSON DAVID | 05/09/17 | 66.00 |
| 00708588 | 3569 | ROCKY MTN CONVEYOR & EQUIPT | 05/09/17 | 350.00 |
| 00708589 | 13538 | SHRED IT USA LLC | 05/09/17 | 365.18 |
| 00708590 | 13932 | SOUTH ADAMS WATER & SANITATION | 05/09/17 | 163.51 |
| 00708591 | 71946 | SPRINGMAN, BRADEN, WILSON & PO | 05/09/17 | 264.00 |
| 00708592 | 600914 | STATE OF ILLINOIS ATTORNEY GEN | 05/09/17 | 19.00 |
| 00708593 | 599714 | SUMMIT FOOD SERVICE LLC | 05/09/17 | 204.40 |
| 00708594 | 593782 | TISCHLERBISE INC | 05/09/17 | 5,148.00 |
| 00708595 | 270589 | TOP HAT FILE AND SERVE | 05/09/17 | 19.00 |
| 00708596 | 37005 | TOSHIBA BUSINESS SOLUTIONS | 05/09/17 | 989.00 |
| 00708597 | 37999 | ULTRAMAX | 05/09/17 | 7,080.00 |
| 00708598 | 1007 | UNITED POWER (UNION REA) | 05/09/17 | 22,502.05 |
| 00708599 | 1007 | UNITED POWER (UNION REA) | 05/09/17 | 20.60 |
| 00708600 | 1007 | UNITED POWER (UNION REA) | 05/09/17 | 85.30 |
| 00708601 | 1007 | UNITED POWER (UNION REA) | 05/09/17 | 1,239.39 |
| 00708602 | 1007 | UNITED POWER (UNION REA) | 05/09/17 | 1,298.97 |
| 00708603 | 1007 | UNITED POWER (UNION REA) | 05/09/17 | 29.20 |
| 00708604 | 1007 | UNITED POWER (UNION REA) | 05/09/17 | 159.68 |
| 00708605 | 1007 | UNITED POWER (UNION REA) | 05/09/17 | 6,780.15 |
| 00708606 | 1007 | UNITED POWER (UNION REA) | 05/09/17 | 6,170.69 |
| 00708607 | 1007 | UNITED POWER (UNION REA) | 05/09/17 | 7,158.34 |
| 00708608 | 1007 | UNITED POWER (UNION REA) | 05/09/17 | 66.14 |
| 00708609 | 1007 | UNITED POWER (UNION REA) | 05/09/17 | 19,671.82 |
| 00708610 | 1007 | UNITED POWER (UNION REA) | 05/09/17 | 538.29 |
| 00708611 | 1007 | UNITED POWER (UNION REA) | 05/09/17 | 145.65 |
| 00708612 | 1007 | UNITED POWER (UNION REA) | 05/09/17 | 360.83 |
| 00708613 | 1007 | UNITED POWER (UNION REA) | 05/09/17 | 1,404.42 |
| 00708615 | 28617 | VERIZON WIRELESS | 05/09/17 | 2,322.74 |
| 00708616 | 46796 | WESTMINSTER CITY OF | 05/09/17 | 35.01 |

Net Warrants by Fund Detail

1 General Fund

| <u>Warrant</u> | <u>Supplier No</u> | <u>Supplier Name</u> | <u>Warrant Date</u> | <u>Amount</u> |
|----------------|--------------------|--------------------------------|---------------------|---------------|
| 00708617 | 46796 | WESTMINSTER CITY OF | 05/09/17 | 775.12 |
| 00708618 | 301358 | WESTMINSTER CITY OF | 05/09/17 | 2,400.00 |
| 00708619 | 13822 | XCEL ENERGY | 05/09/17 | 11,455.48 |
| 00708620 | 13822 | XCEL ENERGY | 05/09/17 | 935.61 |
| 00708621 | 13822 | XCEL ENERGY | 05/09/17 | 201.29 |
| 00708622 | 13822 | XCEL ENERGY | 05/09/17 | 3,289.75 |
| 00708623 | 13822 | XCEL ENERGY | 05/09/17 | 10,066.56 |
| 00708624 | 13822 | XCEL ENERGY | 05/09/17 | 2,543.95 |
| 00708625 | 13822 | XCEL ENERGY | 05/09/17 | 756.61 |
| 00708626 | 13822 | XCEL ENERGY | 05/09/17 | 320.01 |
| 00708627 | 13822 | XCEL ENERGY | 05/09/17 | 546.32 |
| 00708628 | 13822 | XCEL ENERGY | 05/09/17 | 507.80 |
| 00708629 | 13822 | XCEL ENERGY | 05/09/17 | 377.01 |
| 00708630 | 13822 | XCEL ENERGY | 05/09/17 | 188.96 |
| 00708631 | 600893 | 53RD AVENUE PARTNERS | 05/09/17 | 66.00 |
| 00708676 | 383698 | ALLIED UNIVERSAL SECURITY SERV | 05/11/17 | 12,658.13 |
| 00708677 | 12012 | ALSCO AMERICAN INDUSTRIAL | 05/11/17 | 77.72 |
| 00708678 | 3020 | BENNETT TOWN OF | 05/11/17 | 1,500.00 |
| 00708679 | 601290 | CABRERA ROBERTO | 05/11/17 | 10.00 |
| 00708680 | 525563 | CATAPULT SYSTEMS LLC | 05/11/17 | 1,200.00 |
| 00708681 | 5050 | COLO DIST ATTORNEY COUNCIL | 05/11/17 | 3,279.10 |
| 00708682 | 255001 | COPYCO QUALITY PRINTING INC | 05/11/17 | 1,400.00 |
| 00708683 | 25747 | COVER ALL SERVICES INC | 05/11/17 | 194.28 |
| 00708684 | 172047 | CUTTING EDGE GLASS INC | 05/11/17 | 1,400.00 |
| 00708685 | 13409 | EASTERN DISPOSE ALL | 05/11/17 | 217.50 |
| 00708686 | 422263 | ESRI INC | 05/11/17 | 36,720.00 |
| 00708688 | 518029 | FEDERAL HEATING INC | 05/11/17 | 494.31 |
| 00708690 | 34197 | GOURD THADDEUS | 05/11/17 | 363.27 |
| 00708691 | 294059 | GROUNDS SERVICE COMPANY | 05/11/17 | 983.75 |
| 00708692 | 601289 | GUZMAN GRACIELA | 05/11/17 | 112.99 |
| 00708693 | 33278 | HURDELBRINK JULIA | 05/11/17 | 218.82 |
| 00708694 | 418327 | IC CHAMBERS LP | 05/11/17 | 4,133.59 |
| 00708696 | 79260 | IDEXX DISTRIBUTION INC | 05/11/17 | 1,068.57 |
| 00708697 | 13565 | INTERMOUNTAIN REA | 05/11/17 | 101.01 |
| 00708698 | 93320 | MILE HIGH TREE CARE INC | 05/11/17 | 2,500.00 |
| 00708699 | 13719 | MORGAN COUNTY REA | 05/11/17 | 105.23 |

Net Warrants by Fund Detail

1 General Fund

| <u>Warrant</u> | <u>Supplier No</u> | <u>Supplier Name</u> | <u>Warrant Date</u> | <u>Amount</u> |
|----------------|--------------------|--------------------------------|---------------------|---------------|
| 00708700 | 13591 | MWI VETERINARY SUPPLY CO | 05/11/17 | 6,005.52 |
| 00708702 | 285502 | NTELLIGENT SYSTEMS | 05/11/17 | 225.00 |
| 00708705 | 308437 | RANDSTAD US LP | 05/11/17 | 749.29 |
| 00708706 | 433983 | SHEETZ ROBERT J | 05/11/17 | 149.80 |
| 00708707 | 29686 | SHEPARD STUART | 05/11/17 | 600.00 |
| 00708708 | 13538 | SHRED IT USA LLC | 05/11/17 | 142.30 |
| 00708709 | 13932 | SOUTH ADAMS WATER & SANITATION | 05/11/17 | 244.04 |
| 00708710 | 42818 | STATE OF COLORADO | 05/11/17 | 10,231.69 |
| 00708711 | 42818 | STATE OF COLORADO | 05/11/17 | 595.41 |
| 00708712 | 42818 | STATE OF COLORADO | 05/11/17 | 628.68 |
| 00708713 | 42818 | STATE OF COLORADO | 05/11/17 | 40.06 |
| 00708714 | 42818 | STATE OF COLORADO | 05/11/17 | 10,920.44 |
| 00708715 | 42818 | STATE OF COLORADO | 05/11/17 | 635.15 |
| 00708716 | 42818 | STATE OF COLORADO | 05/11/17 | 646.95 |
| 00708717 | 42818 | STATE OF COLORADO | 05/11/17 | 40.99 |
| 00708718 | 42818 | STATE OF COLORADO | 05/11/17 | 596.13 |
| 00708719 | 42818 | STATE OF COLORADO | 05/11/17 | 37.97 |
| 00708720 | 42818 | STATE OF COLORADO | 05/11/17 | 9,049.43 |
| 00708721 | 42818 | STATE OF COLORADO | 05/11/17 | 531.43 |
| 00708722 | 42818 | STATE OF COLORADO | 05/11/17 | 524.00 |
| 00708723 | 42818 | STATE OF COLORADO | 05/11/17 | 32.93 |
| 00708724 | 42818 | STATE OF COLORADO | 05/11/17 | 10,284.47 |
| 00708725 | 42818 | STATE OF COLORADO | 05/11/17 | 598.26 |
| 00708726 | 42818 | STATE OF COLORADO | 05/11/17 | 620.58 |
| 00708727 | 42818 | STATE OF COLORADO | 05/11/17 | 37.95 |
| 00708728 | 66264 | SYSTEMS GROUP | 05/11/17 | 2,848.79 |
| 00708729 | 1007 | UNITED POWER (UNION REA) | 05/11/17 | 226.94 |
| 00708730 | 1007 | UNITED POWER (UNION REA) | 05/11/17 | 690.05 |
| 00708731 | 1007 | UNITED POWER (UNION REA) | 05/11/17 | 42.21 |
| 00708732 | 1007 | UNITED POWER (UNION REA) | 05/11/17 | 30.00 |
| 00708733 | 1007 | UNITED POWER (UNION REA) | 05/11/17 | 47.32 |
| 00708734 | 124337 | US POSTMASTER | 05/11/17 | 262.00 |
| 00708735 | 124337 | US POSTMASTER | 05/11/17 | 262.00 |
| 00708736 | 28574 | VERIZON WIRELESS | 05/11/17 | 301.68 |
| 00708741 | 338508 | WRIGHTWAY INDUSTRIES INC | 05/11/17 | 865.05 |
| 00708742 | 13822 | XCEL ENERGY | 05/11/17 | 118.40 |

County of Adams
Net Warrants by Fund Detail

1 **General Fund**

| <u>Warrant</u> | <u>Supplier No</u> | <u>Supplier Name</u> | <u>Warrant Date</u> | <u>Amount</u> |
|----------------|--------------------|----------------------|---------------------|-------------------|
| | | | Fund Total | 422,822.29 |

Net Warrants by Fund Detail

4

Capital Facilities Fund

| <u>Warrant</u> | <u>Supplier No</u> | <u>Supplier Name</u> | <u>Warrant Date</u> | <u>Amount</u> |
|----------------|--------------------|--------------------------------|---------------------|-----------------|
| 00708491 | 12812 | GROUND ENGINEERING CONSULTANTS | 05/08/17 | 1,152.00 |
| | | | Fund Total | 1,152.00 |

Net Warrants by Fund Detail

6 Equipment Service Fund

| <u>Warrant</u> | <u>Supplier No</u> | <u>Supplier Name</u> | <u>Warrant Date</u> | <u>Amount</u> |
|----------------|--------------------|--------------------------------|---------------------|------------------|
| 00708401 | 23962 | ACS MANAGEMENT LLC | 05/08/17 | 412.45 |
| 00708527 | 350373 | WEX BANK | 05/08/17 | 1,857.39 |
| 00708672 | 11657 | A & E TIRE INC | 05/11/17 | 664.76 |
| 00708673 | 295403 | ABRA AUTO BODY & GLASS | 05/11/17 | 320.00 |
| 00708703 | 324769 | PRECISE MRM LLC | 05/11/17 | 5,562.00 |
| 00708740 | 24560 | WIRELESS ADVANCED COMMUNICATIO | 05/11/17 | 20,273.84 |
| | | | Fund Total | 29,090.44 |

Net Warrants by Fund Detail

13

Road & Bridge Fund

| <u>Warrant</u> | <u>Supplier No</u> | <u>Supplier Name</u> | <u>Warrant Date</u> | <u>Amount</u> |
|----------------|--------------------|---------------------------|---------------------|---------------|
| 00708431 | 1007 | UNITED POWER (UNION REA) | 05/08/17 | 36.00 |
| 00708432 | 1007 | UNITED POWER (UNION REA) | 05/08/17 | 23.16 |
| 00708433 | 1007 | UNITED POWER (UNION REA) | 05/08/17 | 48.84 |
| 00708434 | 1007 | UNITED POWER (UNION REA) | 05/08/17 | 48.84 |
| 00708435 | 1007 | UNITED POWER (UNION REA) | 05/08/17 | 49.50 |
| 00708436 | 1007 | UNITED POWER (UNION REA) | 05/08/17 | 17.00 |
| 00708437 | 1007 | UNITED POWER (UNION REA) | 05/08/17 | 88.49 |
| 00708438 | 1007 | UNITED POWER (UNION REA) | 05/08/17 | 20.34 |
| 00708439 | 1007 | UNITED POWER (UNION REA) | 05/08/17 | 33.00 |
| 00708440 | 1007 | UNITED POWER (UNION REA) | 05/08/17 | 16.50 |
| 00708441 | 1007 | UNITED POWER (UNION REA) | 05/08/17 | 16.50 |
| 00708442 | 1007 | UNITED POWER (UNION REA) | 05/08/17 | 16.50 |
| 00708443 | 1007 | UNITED POWER (UNION REA) | 05/08/17 | 215.44 |
| 00708444 | 1007 | UNITED POWER (UNION REA) | 05/08/17 | 115.36 |
| 00708445 | 1007 | UNITED POWER (UNION REA) | 05/08/17 | 39.44 |
| 00708446 | 1007 | UNITED POWER (UNION REA) | 05/08/17 | 164.73 |
| 00708447 | 1007 | UNITED POWER (UNION REA) | 05/08/17 | 34.00 |
| 00708448 | 1007 | UNITED POWER (UNION REA) | 05/08/17 | 137.02 |
| 00708450 | 13822 | XCEL ENERGY | 05/08/17 | 42.97 |
| 00708451 | 13822 | XCEL ENERGY | 05/08/17 | 43.70 |
| 00708452 | 13822 | XCEL ENERGY | 05/08/17 | 2.94 |
| 00708453 | 13822 | XCEL ENERGY | 05/08/17 | 23.85 |
| 00708454 | 13822 | XCEL ENERGY | 05/08/17 | 3,103.80 |
| 00708455 | 13822 | XCEL ENERGY | 05/08/17 | 22,518.10 |
| 00708456 | 13822 | XCEL ENERGY | 05/08/17 | 149.10 |
| 00708457 | 13822 | XCEL ENERGY | 05/08/17 | 1,248.77 |
| 00708458 | 13822 | XCEL ENERGY | 05/08/17 | 205.93 |
| 00708459 | 13822 | XCEL ENERGY | 05/08/17 | 97.54 |
| 00708460 | 13822 | XCEL ENERGY | 05/08/17 | 228.65 |
| 00708461 | 13822 | XCEL ENERGY | 05/08/17 | 241.38 |
| 00708462 | 13822 | XCEL ENERGY | 05/08/17 | 123.26 |
| 00708463 | 13822 | XCEL ENERGY | 05/08/17 | 121.93 |
| 00708466 | 9507 | ALLIED RECYCLE AGGREGATES | 05/08/17 | 44,395.11 |
| 00708468 | 12012 | ALSCO AMERICAN INDUSTRIAL | 05/08/17 | 313.27 |
| 00708475 | 43659 | CINTAS FIRST AID & SAFETY | 05/08/17 | 432.88 |
| 00708483 | 13495 | ESSENTIAL SAFETY PRODUCTS | 05/08/17 | 330.12 |

Net Warrants by Fund Detail

13Road & Bridge Fund

| <u>Warrant</u> | <u>Supplier No</u> | <u>Supplier Name</u> | <u>Warrant Date</u> | <u>Amount</u> |
|-------------------|--------------------|--------------------------------|---------------------|-------------------|
| 00708485 | 541231 | FINELINE GRAPHICS | 05/08/17 | 381.52 |
| 00708489 | 212385 | GMCO CORPORATION | 05/08/17 | 546.46 |
| 00708492 | 501385 | G5 BIOSOLUTIONS LLC | 05/08/17 | 218,700.00 |
| 00708512 | 18611 | POLAR REFRIGERATION COMPANY | 05/08/17 | 313.94 |
| 00708514 | 430098 | REPUBLIC SERVICES #535 | 05/08/17 | 3,242.71 |
| 00708516 | 8752 | SAFETY & CONSTRUCTION SUPPLY | 05/08/17 | 300.92 |
| 00708519 | 8794 | SPRINT | 05/08/17 | 75.98 |
| 00708522 | 93777 | TRAFFIC SIGNAL CONTROLS INC | 05/08/17 | 350.00 |
| 00708523 | 158184 | UTILITY NOTIFICATION CENTER OF | 05/08/17 | 139.20 |
| 00708525 | 1038 | WAGNER RENTS INC | 05/08/17 | 2,250.00 |
| 00708526 | 78276 | WAYNE A MITCHELL LLC | 05/08/17 | 2,241.00 |
| 00708528 | 11902 | 3M COMPANY | 05/08/17 | 1,868.25 |
| 00708557 | 128693 | DREXEL BARRELL & CO | 05/09/17 | 10,486.99 |
| 00708614 | 283725 | UNIVERSAL FIELD SERVICES INC | 05/09/17 | 8,743.23 |
| 00708675 | 100083 | ALDERMAN BERNSTEIN | 05/11/17 | 3,262.77 |
| 00708687 | 92370 | FARMERS RESERVOIR & IRRIGATION | 05/11/17 | 8,146.29 |
| 00708695 | 34817 | ICON ENGINEERING INC | 05/11/17 | 8,289.50 |
| Fund Total | | | | 344,082.72 |

Net Warrants by Fund Detail

19 **Insurance Fund**

| <u>Warrant</u> | <u>Supplier No</u> | <u>Supplier Name</u> | <u>Warrant Date</u> | <u>Amount</u> |
|-------------------|--------------------|--------------------------------|---------------------|------------------|
| 00708477 | 17565 | COLO FRAME & SUSPENSION | 05/08/17 | 20,654.12 |
| 00708484 | 346750 | FACTORY MOTOR PARTS | 05/08/17 | 2,187.77 |
| 00708498 | 438093 | LEONARD KELLY K | 05/08/17 | 284.11 |
| 00708505 | 174580 | MILE HIGH FITNESS | 05/08/17 | 1,910.00 |
| 00708560 | 541231 | FINELINE GRAPHICS | 05/09/17 | 401.25 |
| 00708689 | 601311 | GASCHLER ELIZABETH | 05/11/17 | 218.60 |
| 00708701 | 61886 | NATHAN DUMM & MAYER PC | 05/11/17 | 3,079.50 |
| 00708737 | 11552 | VISION SERVICE PLAN-CONNECTICU | 05/11/17 | 1,808.08 |
| 00708738 | 11552 | VISION SERVICE PLAN-CONNECTICU | 05/11/17 | 14,623.93 |
| 00708739 | 11552 | VISION SERVICE PLAN-CONNECTICU | 05/11/17 | 30.00 |
| Fund Total | | | | 45,197.36 |

County of Adams
Net Warrants by Fund Detail

25

Waste Management Fund

| <u>Warrant</u> | <u>Supplier No</u> | <u>Supplier Name</u> | <u>Warrant Date</u> | <u>Amount</u> |
|-------------------|--------------------|--------------------------|---------------------|------------------|
| 00708704 | 433702 | QUANTUM WATER CONSULTING | 05/11/17 | 14,394.35 |
| Fund Total | | | | 14,394.35 |

Net Warrants by Fund Detail

27

Open Space Projects Fund

| <u>Warrant</u> | <u>Supplier No</u> | <u>Supplier Name</u> | <u>Warrant Date</u> | <u>Amount</u> |
|----------------|--------------------|------------------------|---------------------|-----------------|
| 00708674 | 13074 | ALBERT FREI & SONS INC | 05/11/17 | 1,358.90 |
| | | | Fund Total | 1,358.90 |

Net Warrants by Fund Detail

30Community Dev Block Grant Fund

| <u>Warrant</u> | <u>Supplier No</u> | <u>Supplier Name</u> | <u>Warrant Date</u> | <u>Amount</u> |
|-------------------|--------------------|--------------------------------|---------------------|------------------|
| 00708402 | 13047 | ADAMS COUNTY HOUSING AUTHORITY | 05/08/17 | 4,693.00 |
| 00708405 | 497263 | AFFORDABLE REMODELING SOLUTION | 05/08/17 | 18,224.00 |
| 00708416 | 562001 | G2 CONSTRUCTION LLC | 05/08/17 | 9,110.00 |
| Fund Total | | | | 32,027.00 |

Net Warrants by Fund Detail

31Head Start Fund

| <u>Warrant</u> | <u>Supplier No</u> | <u>Supplier Name</u> | <u>Warrant Date</u> | <u>Amount</u> |
|-------------------|--------------------|--------------------------------|---------------------|-----------------|
| 00708400 | 599928 | AARON SHANNA | 05/08/17 | 40.66 |
| 00708403 | 8801361 | ADAMS COUNTY SHERIFF DEPT | 05/08/17 | 5.00 |
| 00708410 | 37266 | CENTURY LINK | 05/08/17 | 345.10 |
| 00708412 | 5078 | COLO DEPT OF HUMAN SERVICES | 05/08/17 | 28.00 |
| 00708414 | 248029 | COMMUNITY REACH CENTER FOUNDAT | 05/08/17 | 6,190.04 |
| 00708415 | 28726 | G & K SERVICES | 05/08/17 | 122.98 |
| 00708420 | 28601 | NATL HEADSTART ASSN | 05/08/17 | 1,200.00 |
| 00708423 | 55021 | NULINX INTERNATIONAL | 05/08/17 | 720.00 |
| 00708424 | 1463 | ORKIN PEST CONTROL | 05/08/17 | 83.80 |
| 00708449 | 51121 | WHISENANT ELISA A | 05/08/17 | 76.51 |
| Fund Total | | | | 8,812.09 |

Net Warrants by Fund Detail

34

Comm Services Blk Grant Fund

| <u>Warrant</u> | <u>Supplier No</u> | <u>Supplier Name</u> | <u>Warrant Date</u> | <u>Amount</u> |
|-------------------|--------------------|-------------------------------|---------------------|-----------------|
| 00708567 | 54962 | JOINING VISION AND ACTION LLC | 05/09/17 | 6,493.25 |
| Fund Total | | | | 6,493.25 |

Net Warrants by Fund Detail

35

Workforce & Business Center

| <u>Warrant</u> | <u>Supplier No</u> | <u>Supplier Name</u> | <u>Warrant Date</u> | <u>Amount</u> |
|----------------|--------------------|-------------------------|---------------------|---------------|
| 00708407 | 599810 | ARELLANO SOMMER | 05/08/17 | 100.00 |
| 00708411 | 152461 | CENTURYLINK | 05/08/17 | 827.69 |
| 00708422 | 143339 | NOBLE PHILLIPP | 05/08/17 | 68.44 |
| 00708427 | 600269 | ROCHA KIRSTEN M | 05/08/17 | 100.00 |
| 00708430 | 13538 | SHRED IT USA LLC | 05/08/17 | 30.00 |
| 00708465 | 36820 | AGUINIGA CAROL | 05/08/17 | 43.87 |
| 00708471 | 373693 | ARNEACH ANGELA | 05/08/17 | 17.66 |
| 00708472 | 35827 | BANKS RACHEL | 05/08/17 | 93.09 |
| 00708473 | 369657 | BERNAL JUAN FELIPE | 05/08/17 | 44.94 |
| 00708476 | 258669 | CLARK RYNE | 05/08/17 | 84.00 |
| 00708478 | 1483 | COMPUTER SYSTEMS DESIGN | 05/08/17 | 4,800.00 |
| 00708479 | 192948 | DABIT SANA | 05/08/17 | 18.19 |
| 00708482 | 38689 | ELLIS CHARLES | 05/08/17 | 122.52 |
| 00708486 | 369792 | FLORES MICHAEL | 05/08/17 | 61.53 |
| 00708488 | 843241 | GLASSER NOELLE | 05/08/17 | 138.49 |
| 00708490 | 68923 | GONZALEZ JEANETTE | 05/08/17 | 38.52 |
| 00708493 | 553649 | HORNER ANDREW | 05/08/17 | 18.19 |
| 00708494 | 443755 | HUTCHINS ATHENAS | 05/08/17 | 62.60 |
| 00708495 | 71226 | JAMES TRUDY | 05/08/17 | 49.76 |
| 00708496 | 281998 | KAMMERZELL JODIE | 05/08/17 | 17.12 |
| 00708497 | 38693 | KERR CRISTINE | 05/08/17 | 47.62 |
| 00708500 | 553650 | MARTINEZ DOMINIC A | 05/08/17 | 210.98 |
| 00708501 | 580067 | MCBOAT GREG | 05/08/17 | 40.13 |
| 00708502 | 90481 | MCDANIEL JENNIFER | 05/08/17 | 5.89 |
| 00708503 | 78254 | MEDINA KRISTINA | 05/08/17 | 74.46 |
| 00708504 | 342309 | MENDOZA MICHELLE | 05/08/17 | 40.66 |
| 00708507 | 42283 | OLSEN KATHRYN | 05/08/17 | 10.17 |
| 00708509 | 481825 | PARRA ALDO | 05/08/17 | 295.86 |
| 00708510 | 233841 | PARRIOTT JOEL | 05/08/17 | 40.66 |
| 00708511 | 514882 | PEDREGON SYDNEY | 05/08/17 | 42.80 |
| 00708513 | 40920 | POST REBECCA | 05/08/17 | 88.33 |
| 00708515 | 915166 | RODRIGUEZ SONIA | 05/08/17 | 59.92 |
| 00708517 | 199912 | SALVADOR THERESA | 05/08/17 | 55.64 |
| 00708518 | 357890 | SCHAGER BRETT | 05/08/17 | 307.63 |

Fund Total**8,057.36**

Net Warrants by Fund Detail

50

FLATROCK Facility Fund

| <u>Warrant</u> | <u>Supplier No</u> | <u>Supplier Name</u> | <u>Warrant Date</u> | <u>Amount</u> |
|-------------------|--------------------|----------------------|---------------------|-----------------|
| 00708464 | 73472 | ACTION TARGET | 05/08/17 | 6,500.00 |
| 00708480 | 574650 | DMC INC | 05/08/17 | 1,385.00 |
| Fund Total | | | | 7,885.00 |

County of Adams
Net Warrants by Fund Detail

Grand Total 921,372.76

County of Adams
Vendor Payment Report

| <u>9418</u> | <u>Administrative Cost Pool</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|---------------------------------|-------------|----------------|-----------------|------------------|------------------------|
| | Other Professional Serv | | | | | |
| | JOINING VISION AND ACTION LLC | 00034 | 896368 | 277320 | 05/08/17 | <u>6,493.25</u> |
| | | | | | Account Total | <u>6,493.25</u> |
| | | | | | Department Total | <u><u>6,493.25</u></u> |

County of Adams
Vendor Payment Report

| <u>99809</u> | <u>All Ofc Shared no SS</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|--------------|-----------------------------|-------------|----------------|-----------------|------------------|--------------------|
| | Mileage Reimbursements | | | | | |
| | MCDANIEL JENNIFER | 00035 | 896041 | 276929 | 04/30/17 | <u>5.89</u> |
| | | | | | Account Total | <u>5.89</u> |
| | | | | | Department Total | <u><u>5.89</u></u> |

County of Adams
Vendor Payment Report

| <u>99800</u> | <u>All Ofc Shared Direct</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|--------------|------------------------------|-------------|----------------|-----------------|------------------|---------------|
| | Destruction of Records | | | | | |
| | SHRED IT USA LLC | 00035 | 896059 | 276938 | 05/03/17 | 30.00 |
| | | | | | Account Total | 30.00 |
| | Mileage Reimbursements | | | | | |
| | KAMMERZELL JODIE | 00035 | 896037 | 276929 | 04/30/17 | 17.12 |
| | | | | | Account Total | 17.12 |
| | | | | | Department Total | 47.12 |

County of Adams
Vendor Payment Report

| <u>2051</u> | <u>ANS - Administration</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|-----------------------------|-------------|----------------|-----------------|------------------|---------------|
| | Animal Control/Shelter | | | | | |
| | CABRERA ROBERTO | 00001 | 896495 | 277408 | 05/09/17 | 10.00 |
| | | | | | Account Total | 10.00 |
| | Temporary Labor | | | | | |
| | RANDSTAD US LP | 00001 | 896493 | 277408 | 05/09/17 | 749.29 |
| | | | | | Account Total | 749.29 |
| | | | | | Department Total | <u>759.29</u> |

County of Adams
Vendor Payment Report

| <u>2056</u> | <u>ANS - Clinic Operations</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|--------------------------------|-------------|----------------|-----------------|------------------|----------------------|
| | Mileage Reimbursements | | | | | |
| | GUZMAN GRACIELA | 00001 | 896494 | 277408 | 05/09/17 | <u>112.99</u> |
| | | | | | Account Total | <u>112.99</u> |
| | | | | | Department Total | <u><u>112.99</u></u> |

County of Adams
Vendor Payment Report

| <u>3064</u> | <u>Building Safety</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|--------------------------|-------------|----------------|-----------------|------------------|----------------------|
| | Building Permits | | | | | |
| | AMERICAN DREAM | 00001 | 896280 | 277146 | 05/04/17 | 143.20 |
| | AMERICAN DREAM | 00001 | 896281 | 277146 | 05/04/17 | 90.40 |
| | INFINITY HOME COLLECTION | 00001 | 896282 | 277146 | 05/04/17 | 521.93 |
| | | | | | Account Total | <u>755.53</u> |
| | | | | | Department Total | <u><u>755.53</u></u> |

County of Adams
Vendor Payment Report

| <u>4</u> | <u>Capital Facilities Fund</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|----------|--------------------------------|-------------|----------------|-----------------|------------------|------------------------|
| | Received not Vouchered Clrg | | | | | |
| | GROUND ENGINEERING CONSULTANTS | 00004 | 896229 | 277124 | 05/04/17 | <u>1,152.00</u> |
| | | | | | Account Total | <u>1,152.00</u> |
| | | | | | Department Total | <u><u>1,152.00</u></u> |

County of Adams
Vendor Payment Report

| <u>1013</u> | <u>County Attorney</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|-------------------------|-------------|----------------|-----------------|------------------|----------------------|
| | Travel & Transportation | | | | | |
| | BOSTON DOE LORENA | 00001 | 896375 | 277327 | 05/08/17 | <u>263.50</u> |
| | | | | | Account Total | <u>263.50</u> |
| | | | | | Department Total | <u><u>263.50</u></u> |

County of Adams
Vendor Payment Report

| <u>941016</u> | <u>CDBG</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|---------------|--------------------------------|-------------|----------------|-----------------|------------------|-------------------------|
| | Grants to Other Institutions | | | | | |
| | AFFORDABLE REMODELING SOLUTION | 00030 | 896102 | 276950 | 05/03/17 | 18,224.00 |
| | G2 CONSTRUCTION LLC | 00030 | 896103 | 276950 | 05/03/17 | 9,110.00 |
| | | | | | Account Total | <u>27,334.00</u> |
| | | | | | Department Total | <u><u>27,334.00</u></u> |

County of Adams
Vendor Payment Report

| <u>1022</u> | <u>CLK Elections</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|----------------------|-------------|----------------|-----------------|------------------|----------------------|
| | Postage & Freight | | | | | |
| | US POSTMASTER | 00001 | 896502 | 277416 | 05/09/17 | 262.00 |
| | US POSTMASTER | 00001 | 896503 | 277417 | 05/09/17 | 262.00 |
| | | | | | Account Total | <u>524.00</u> |
| | | | | | Department Total | <u><u>524.00</u></u> |

County of Adams
Vendor Payment Report

| <u>1023</u> | <u>CLK Motor Vehicle</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|--------------------------------|-------------|----------------|-----------------|------------------|---------------|
| | Destruction of Records | | | | | |
| | SHRED IT USA LLC | 00001 | 896336 | 277265 | 05/05/17 | 142.30 |
| | | | | | Account Total | 142.30 |
| | Operating Supplies | | | | | |
| | ALSCO AMERICAN INDUSTRIAL | 00001 | 896310 | 277265 | 05/05/17 | 26.89 |
| | ALSCO AMERICAN INDUSTRIAL | 00001 | 896311 | 277265 | 05/05/17 | 18.41 |
| | ALSCO AMERICAN INDUSTRIAL | 00001 | 896312 | 277265 | 05/05/17 | 16.21 |
| | ALSCO AMERICAN INDUSTRIAL | 00001 | 896313 | 277265 | 05/05/17 | 16.21 |
| | | | | | Account Total | 77.72 |
| | Printing External | | | | | |
| | COPYCO QUALITY PRINTING INC | 00001 | 896321 | 277265 | 05/05/17 | 700.00 |
| | COPYCO QUALITY PRINTING INC | 00001 | 896322 | 277265 | 05/05/17 | 700.00 |
| | | | | | Account Total | 1,400.00 |
| | Security Service | | | | | |
| | ALLIED UNIVERSAL SECURITY SERV | 00001 | 896314 | 277265 | 05/05/17 | 1,766.15 |
| | ALLIED UNIVERSAL SECURITY SERV | 00001 | 896315 | 277265 | 05/05/17 | 1,766.00 |
| | ALLIED UNIVERSAL SECURITY SERV | 00001 | 896316 | 277265 | 05/05/17 | 1,772.60 |
| | ALLIED UNIVERSAL SECURITY SERV | 00001 | 896317 | 277265 | 05/05/17 | 1,766.00 |
| | ALLIED UNIVERSAL SECURITY SERV | 00001 | 896318 | 277265 | 05/05/17 | 1,772.62 |
| | ALLIED UNIVERSAL SECURITY SERV | 00001 | 896319 | 277265 | 05/05/17 | 1,766.00 |
| | ALLIED UNIVERSAL SECURITY SERV | 00001 | 896320 | 277265 | 05/05/17 | 1,792.00 |
| | | | | | Account Total | 12,401.37 |
| | | | | | Department Total | 14,021.39 |

County of Adams
Vendor Payment Report

| <u>1051</u> | <u>District Attorney</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|--------------------------------|-------------|----------------|-----------------|------------------|---------------|
| | Witness Fees | | | | | |
| | ADCO DISTRICT ATTORNEY'S OFFIC | 00001 | 896292 | 277246 | 05/05/17 | 220.49 |
| | ADCO DISTRICT ATTORNEY'S OFFIC | 00001 | 896292 | 277246 | 05/05/17 | 134.98 |
| | | | | | Account Total | 355.47 |
| | | | | | Department Total | 355.47 |

County of Adams
Vendor Payment Report

| <u>99500</u> | <u>Employment First</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|--------------|-------------------------|-------------|----------------|-----------------|------------------|---------------|
| | Mileage Reimbursements | | | | | |
| | ARNEACH ANGELA | 00035 | 896021 | 276929 | 04/30/17 | 17.66 |
| | FLORES MICHAEL | 00035 | 896029 | 276929 | 04/30/17 | 61.53 |
| | HORNER ANDREW | 00035 | 896033 | 276929 | 04/30/17 | 18.19 |
| | MARTINEZ DOMINIC A | 00035 | 896039 | 276929 | 04/30/17 | 182.98 |
| | MEDINA KRISTINA | 00035 | 896042 | 276929 | 04/30/17 | 60.46 |
| | PEDREGON SYDNEY | 00035 | 896049 | 276929 | 04/30/17 | 42.80 |
| | SALVADOR THERESA | 00035 | 896053 | 276929 | 04/30/17 | 55.64 |
| | | | | | Account Total | 439.26 |
| | Travel & Transportation | | | | | |
| | MARTINEZ DOMINIC A | 00035 | 896039 | 276929 | 04/30/17 | 28.00 |
| | MEDINA KRISTINA | 00035 | 896042 | 276929 | 04/30/17 | 14.00 |
| | | | | | Account Total | 42.00 |
| | | | | | Department Total | 481.26 |

County of Adams
Vendor Payment Report

| <u>97802</u> | <u>Employment Support Fund</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|--------------|--------------------------------|-------------|----------------|-----------------|------------------|---------------------|
| | Mileage Reimbursements | | | | | |
| | MCBOAT GREG | 00035 | 896040 | 276929 | 04/30/17 | <u>40.13</u> |
| | | | | | Account Total | <u>40.13</u> |
| | | | | | Department Total | <u><u>40.13</u></u> |

County of Adams
Vendor Payment Report

| <u>6</u> | <u>Equipment Service Fund</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|----------|--------------------------------|-------------|----------------|-----------------|------------------|---------------|
| | Received not Vouchered Clrg | | | | | |
| | A & E TIRE INC | 00006 | 896474 | 277401 | 05/09/17 | 664.76 |
| | ABRA AUTO BODY & GLASS | 00006 | 896476 | 277401 | 05/09/17 | 160.00 |
| | ABRA AUTO BODY & GLASS | 00006 | 896477 | 277401 | 05/09/17 | 160.00 |
| | PRECISE MRM LLC | 00006 | 896475 | 277401 | 05/09/17 | 5,562.00 |
| | WEX BANK | 00006 | 896250 | 277141 | 05/04/17 | 1,857.39 |
| | WIRELESS ADVANCED COMMUNICATIO | 00006 | 896478 | 277401 | 05/09/17 | 10,136.92 |
| | WIRELESS ADVANCED COMMUNICATIO | 00006 | 896479 | 277401 | 05/09/17 | 10,136.92 |
| | | | | | Account Total | 28,677.99 |
| | | | | | Department Total | 28,677.99 |

County of Adams
Vendor Payment Report

| <u>9243</u> | <u>Extension - Family & Consumer</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|------------------------------------------|-------------|----------------|-----------------|------------------|---------------------|
| | Other Communications | | | | | |
| | VERIZON WIRELESS | 00001 | 896126 | 277084 | 05/04/17 | <u>41.15</u> |
| | | | | | Account Total | <u>41.15</u> |
| | | | | | Department Total | <u><u>41.15</u></u> |

County of Adams
Vendor Payment Report

| <u>9240</u> | <u>Extension - Horticulture</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|---------------------------------|-------------|----------------|-----------------|------------------|---------------------|
| | Other Communications | | | | | |
| | VERIZON WIRELESS | 00001 | 896126 | 277084 | 05/04/17 | <u>41.15</u> |
| | | | | | Account Total | <u>41.15</u> |
| | | | | | Department Total | <u><u>41.15</u></u> |

County of Adams
Vendor Payment Report

| <u>9241</u> | <u>Extension- Administration</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|----------------------------------|-------------|----------------|-----------------|------------------|----------------------|
| | Mileage Reimbursements | | | | | |
| | GOURD THADDEUS | 00001 | 896148 | 277087 | 05/04/17 | <u>363.27</u> |
| | | | | | Account Total | <u>363.27</u> |
| | Other Communications | | | | | |
| | VERIZON WIRELESS | 00001 | 896126 | 277084 | 05/04/17 | <u>95.93</u> |
| | | | | | Account Total | <u>95.93</u> |
| | | | | | Department Total | <u><u>459.20</u></u> |

County of Adams
Vendor Payment Report

| <u>9244</u> | <u>Extension- 4-H/Youth</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|-----------------------------|-------------|----------------|-----------------|------------------|---------------|
| | Mileage Reimbursements | | | | | |
| | HURDELBRINK JULIA | 00001 | 896146 | 277087 | 05/04/17 | 218.82 |
| | | | | | Account Total | 218.82 |
| | Other Communications | | | | | |
| | VERIZON WIRELESS | 00001 | 896126 | 277084 | 05/04/17 | 41.15 |
| | VERIZON WIRELESS | 00001 | 896126 | 277084 | 05/04/17 | 41.15 |
| | VERIZON WIRELESS | 00001 | 896126 | 277084 | 05/04/17 | 41.15 |
| | | | | | Account Total | 123.45 |
| | | | | | Department Total | 342.27 |

County of Adams
Vendor Payment Report

| <u>5025</u> | <u>Facilities Club House Maint.</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|-------------------------------------|-------------|----------------|-----------------|------------------|------------------------|
| | Building Repair & Maint | | | | | |
| | SYSTEMS GROUP | 00005 | 896531 | 277422 | 05/09/17 | <u>2,648.79</u> |
| | | | | | Account Total | <u>2,648.79</u> |
| | | | | | Department Total | <u><u>2,648.79</u></u> |

County of Adams
Vendor Payment Report

| <u>9111</u> | <u>Fleet- Admin</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|----------------------------|-------------|----------------|-----------------|------------------|---------------|
| | Radio Repairs/ Cell Phones | | | | | |
| | ACS MANAGEMENT LLC | 00006 | 895932 | 276834 | 05/02/17 | 412.45 |
| | | | | | Account Total | 412.45 |
| | | | | | Department Total | 412.45 |

County of Adams
Vendor Payment Report

| <u>50</u> | <u>FLATROCK Facility Fund</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-----------|-------------------------------|-------------|----------------|-----------------|------------------|------------------------|
| | Received not Vouchered Clrg | | | | | |
| | DMC INC | 00050 | 896228 | 277124 | 05/04/17 | <u>1,385.00</u> |
| | | | | | Account Total | <u>1,385.00</u> |
| | | | | | Department Total | <u><u>1,385.00</u></u> |

County of Adams
Vendor Payment Report

| <u>1091</u> | <u>FO - Administration</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|----------------------------|-------------|----------------|-----------------|------------------|---------------|
| | Building Rental | | | | | |
| | BENNETT TOWN OF | 00001 | 896529 | 277422 | 05/09/17 | 1,500.00 |
| | IC CHAMBERS LP | 00001 | 896527 | 277422 | 05/09/17 | 4,133.59 |
| | | | | | Account Total | 5,633.59 |
| | Gas & Electricity | | | | | |
| | Energy Cap Bill ID=7302 | 00001 | 896399 | 277344 | 04/12/17 | 506.45 |
| | Energy Cap Bill ID=7319 | 00001 | 896400 | 277344 | 04/20/17 | 756.61 |
| | Energy Cap Bill ID=7325 | 00001 | 896401 | 277344 | 04/24/17 | 320.01 |
| | | | | | Account Total | 1,583.07 |
| | Mileage Reimbursements | | | | | |
| | ANNESE DEREK | 00001 | 896114 | 276988 | 05/03/17 | 32.15 |
| | ANNESE DEREK | 00001 | 896116 | 276988 | 05/03/17 | 21.51 |
| | BRYANT ERIK | 00001 | 896117 | 276988 | 05/03/17 | 72.76 |
| | DOUGLASS CHRISTOPHER | 00001 | 896115 | 276988 | 05/03/17 | 7.06 |
| | FRAZIER MITCHELL | 00001 | 896118 | 276988 | 05/03/17 | 59.92 |
| | NEUBECK MICHAEL | 00001 | 896119 | 276988 | 05/03/17 | 86.67 |
| | NEUBECK MICHAEL | 00001 | 896120 | 276988 | 05/03/17 | 39.59 |
| | VANGORDER MIKE | 00001 | 896113 | 276988 | 05/03/17 | 27.82 |
| | | | | | Account Total | 347.48 |
| | | | | | Department Total | 7,564.14 |

County of Adams
Vendor Payment Report

| <u>1075</u> | <u>FO - Administration Bldg</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|---------------------------------|-------------|----------------|-----------------|------------------|---------------|
| | Gas & Electricity | | | | | |
| | INTERMOUNTAIN R E A | 00001 | 896521 | 277422 | 05/09/17 | 101.01 |
| | MORGAN COUNTY REA | 00001 | 896517 | 277422 | 05/09/17 | 105.23 |
| | | | | | Account Total | 206.24 |
| | Water/Sewer/Sanitation | | | | | |
| | EASTERN DISPOSE ALL | 00001 | 896513 | 277422 | 05/09/17 | 217.50 |
| | | | | | Account Total | 217.50 |
| | | | | | Department Total | 423.74 |

County of Adams
Vendor Payment Report

| <u>1114</u> | <u>FO - District Attorney Bldg.</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|-------------------------------------|-------------|----------------|-----------------|------------------|------------------------|
| | Gas & Electricity | | | | | |
| | Energy Cap Bill ID=7310 | 00001 | 896411 | 277344 | 04/26/17 | 6,170.69 |
| | Energy Cap Bill ID=7330 | 00001 | 896412 | 277344 | 04/25/17 | 507.80 |
| | | | | | Account Total | <u>6,678.49</u> |
| | | | | | Department Total | <u><u>6,678.49</u></u> |

County of Adams
Vendor Payment Report

| <u>2090</u> | <u>FO - Flatrock Facility</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|-------------------------------|-------------|----------------|-----------------|------------------|---------------|
| | Building Repair & Maint | | | | | |
| | ACTION TARGET | 00050 | 896377 | 276988 | 05/08/17 | 4,500.00 |
| | LEWIS HIMES ASSOCIATES INC | 00050 | 896121 | 276988 | 05/03/17 | 850.00 |
| | | | | | Account Total | 5,350.00 |
| | Gas & Electricity | | | | | |
| | Energy Cap Bill ID=7308 | 00050 | 896421 | 277344 | 04/26/17 | 145.65 |
| | Energy Cap Bill ID=7311 | 00050 | 896422 | 277344 | 04/26/17 | 360.83 |
| | Energy Cap Bill ID=7317 | 00050 | 896423 | 277344 | 04/26/17 | 1,404.42 |
| | Energy Cap Bill ID=7321 | 00050 | 896424 | 277344 | 04/24/17 | 188.96 |
| | | | | | Account Total | 2,099.86 |
| | | | | | Department Total | 7,449.86 |

County of Adams
Vendor Payment Report

| <u>1077</u> | <u>FO - Government Center</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|-------------------------------|-------------|----------------|-----------------|------------------|---------------|
| | Gas & Electricity | | | | | |
| | Energy Cap Bill ID=7320 | 00001 | 896398 | 277344 | 04/24/17 | 2,543.95 |
| | | | | | Account Total | 2,543.95 |
| | Operating Supplies | | | | | |
| | CUTTING EDGE GLASS INC | 00001 | 896515 | 277422 | 05/09/17 | 1,400.00 |
| | | | | | Account Total | 1,400.00 |
| | Repair & Maint Supplies | | | | | |
| | FEDERAL HEATING INC | 00001 | 896523 | 277422 | 05/09/17 | 494.31 |
| | | | | | Account Total | 494.31 |
| | | | | | Department Total | 4,438.26 |

County of Adams
Vendor Payment Report

| <u>1070</u> | <u>FO - Honnen/Plan&Devel/MV Ware</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|-------------------------------------------|-------------|----------------|-----------------|------------------|---------------|
| | Gas & Electricity | | | | | |
| | Energy Cap Bill ID=7322 | 00001 | 896389 | 277344 | 04/24/17 | 935.61 |
| | Energy Cap Bill ID=7324 | 00001 | 896390 | 277344 | 04/24/17 | 201.29 |
| | Energy Cap Bill ID=7326 | 00001 | 896391 | 277344 | 04/24/17 | 3,289.75 |
| | | | | | Account Total | 4,426.65 |
| | Maintenance Contracts | | | | | |
| | SOUTH ADAMS WATER & SANITATION | 00001 | 896525 | 277422 | 05/09/17 | 244.04 |
| | | | | | Account Total | 244.04 |
| | Water/Sewer/Sanitation | | | | | |
| | Energy Cap Bill ID=7296 | 00001 | 896392 | 277344 | 04/20/17 | 163.51 |
| | | | | | Account Total | 163.51 |
| | | | | | Department Total | 4,834.20 |

County of Adams
Vendor Payment Report

| <u>1067</u> | <u>FO - Human Service Building</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|------------------------------------|-------------|----------------|-----------------|------------------|-------------------------|
| | Gas & Electricity | | | | | |
| | Energy Cap Bill ID=7329 | 00001 | 896388 | 277344 | 04/25/17 | <u>11,455.48</u> |
| | | | | | Account Total | <u>11,455.48</u> |
| | | | | | Department Total | <u><u>11,455.48</u></u> |

County of Adams
Vendor Payment Report

| <u>1071</u> | <u>FO - Justice Center</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|----------------------------|-------------|----------------|-----------------|------------------|---------------|
| | Building Repair & Maint | | | | | |
| | SUMMIT LABORATORIES INC | 00001 | 896106 | 276988 | 05/03/17 | 410.00 |
| | | | | | Account Total | 410.00 |
| | Gas & Electricity | | | | | |
| | Energy Cap Bill ID=7313 | 00001 | 896393 | 277344 | 04/26/17 | 22,502.05 |
| | Energy Cap Bill ID=7318 | 00001 | 896394 | 277344 | 04/26/17 | 20.60 |
| | | | | | Account Total | 22,522.65 |
| | Maintenance Contracts | | | | | |
| | MILE HIGH TREE CARE INC | 00001 | 896530 | 277422 | 05/09/17 | 2,500.00 |
| | | | | | Account Total | 2,500.00 |
| | | | | | Department Total | 25,432.65 |

County of Adams
Vendor Payment Report

| <u>2009</u> | <u>FO - Sheriff Maintenance</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|---------------------------------|-------------|----------------|-----------------|------------------|---------------|
| | Gas & Electricity | | | | | |
| | Energy Cap Bill ID=7312 | 00001 | 896413 | 277344 | 04/26/17 | 7,158.34 |
| | Energy Cap Bill ID=7314 | 00001 | 896414 | 277344 | 04/26/17 | 66.14 |
| | Energy Cap Bill ID=7315 | 00001 | 896415 | 277344 | 04/26/17 | 19,671.82 |
| | Energy Cap Bill ID=7316 | 00001 | 896416 | 277344 | 04/26/17 | 538.29 |
| | Energy Cap Bill ID=7323 | 00001 | 896417 | 277344 | 04/24/17 | 377.01 |
| | | | | | Account Total | 27,811.60 |
| | Water/Sewer/Sanitation | | | | | |
| | Energy Cap Bill ID=7298 | 00001 | 896418 | 277344 | 04/21/17 | 116.37 |
| | Energy Cap Bill ID=7299 | 00001 | 896419 | 277344 | 04/21/17 | 12,947.72 |
| | Energy Cap Bill ID=7300 | 00001 | 896420 | 277344 | 04/21/17 | 17,212.23 |
| | | | | | Account Total | 30,276.32 |
| | | | | | Department Total | 58,087.92 |

County of Adams
Vendor Payment Report

| <u>1072</u> | <u>FO - West Service Center</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|---------------------------------|-------------|----------------|-----------------|------------------|----------------------|
| | Water/Sewer/Sanitation | | | | | |
| | Energy Cap Bill ID=7294 | 00001 | 896395 | 277344 | 04/24/17 | 35.01 |
| | Energy Cap Bill ID=7295 | 00001 | 896396 | 277344 | 04/24/17 | 775.12 |
| | | | | | Account Total | <u>810.13</u> |
| | | | | | Department Total | <u><u>810.13</u></u> |

County of Adams
Vendor Payment Report

| <u>1076</u> | <u>FO-Adams County Service Center</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|---------------------------------------|-------------|----------------|-----------------|------------------|-------------------------|
| | Gas & Electricity | | | | | |
| | Energy Cap Bill ID=7327 | 00001 | 896397 | 277344 | 04/24/17 | <u>10,066.56</u> |
| | | | | | Account Total | <u>10,066.56</u> |
| | | | | | Department Total | <u><u>10,066.56</u></u> |

County of Adams
Vendor Payment Report

| <u>1112</u> | <u>FO-Sheriff HQ/Coroner Building</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|---------------------------------------|-------------|----------------|-----------------|------------------|---------------|
| | Gas & Electricity | | | | | |
| | Energy Cap Bill ID=7328 | 00001 | 896408 | 277344 | 04/24/17 | 546.32 |
| | | | | | Account Total | 546.32 |
| | Water/Sewer/Sanitation | | | | | |
| | Energy Cap Bill ID=7297 | 00001 | 896409 | 277344 | 04/21/17 | 736.37 |
| | Energy Cap Bill ID=7301 | 00001 | 896410 | 277344 | 04/21/17 | 82.32 |
| | | | | | Account Total | 818.69 |
| | | | | | Department Total | 1,365.01 |

County of Adams
Vendor Payment Report

| <u>1</u> | <u>General Fund</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|----------|--------------------------------|-------------|----------------|-----------------|----------------|---------------|
| | Received not Vouchered Clrg | | | | | |
| | ALLIED UNIVERSAL SECURITY SERV | 00001 | 895996 | 276873 | 05/02/17 | 16,353.45 |
| | ALLIED UNIVERSAL SECURITY SERV | 00001 | 896248 | 277141 | 05/04/17 | 1,559.32 |
| | ALLIED UNIVERSAL SECURITY SERV | 00001 | 896284 | 277149 | 05/04/17 | 16,166.14 |
| | ARMORED KNIGHTS INC | 00001 | 896231 | 277124 | 05/04/17 | 332.44 |
| | ARMORED KNIGHTS INC | 00001 | 896231 | 277124 | 05/04/17 | 67.41 |
| | ARMORED KNIGHTS INC | 00001 | 896231 | 277124 | 05/04/17 | 133.28 |
| | ARMORED KNIGHTS INC | 00001 | 896231 | 277124 | 05/04/17 | 67.41 |
| | ARMORED KNIGHTS INC | 00001 | 896231 | 277124 | 05/04/17 | 67.41 |
| | ARMORED KNIGHTS INC | 00001 | 896231 | 277124 | 05/04/17 | 133.28 |
| | ARMORED KNIGHTS INC | 00001 | 896231 | 277124 | 05/04/17 | 133.28 |
| | ARMORED KNIGHTS INC | 00001 | 896231 | 277124 | 05/04/17 | 67.41 |
| | ARMORED KNIGHTS INC | 00001 | 896231 | 277124 | 05/04/17 | 33.70 |
| | ARMORED KNIGHTS INC | 00001 | 896231 | 277124 | 05/04/17 | 332.44 |
| | CATAPULT SYSTEMS LLC | 00001 | 896744 | 277617 | 05/11/17 | 1,200.00 |
| | CHEMATOX LABORATORY INC | 00001 | 896285 | 277149 | 05/04/17 | 570.00 |
| | COLO DIST ATTORNEY COUNCIL | 00001 | 896454 | 277401 | 05/09/17 | 3,279.10 |
| | ESRI INC | 00001 | 896745 | 277617 | 05/11/17 | 36,720.00 |
| | GROUNDS SERVICE COMPANY | 00001 | 896481 | 277401 | 05/09/17 | 296.50 |
| | GROUNDS SERVICE COMPANY | 00001 | 896482 | 277401 | 05/09/17 | 197.50 |
| | GROUNDS SERVICE COMPANY | 00001 | 896483 | 277401 | 05/09/17 | 294.75 |
| | GROUNDS SERVICE COMPANY | 00001 | 896484 | 277401 | 05/09/17 | 195.00 |
| | IDEXX DISTRIBUTION INC | 00001 | 896456 | 277401 | 05/09/17 | 227.47 |
| | IDEXX DISTRIBUTION INC | 00001 | 896457 | 277401 | 05/09/17 | 841.10 |
| | KUSTOM SIGNALS INC | 00001 | 895997 | 276873 | 05/02/17 | 8,236.00 |
| | LOPEZ MARCUS | 00001 | 896286 | 277149 | 05/04/17 | 394.00 |
| | MCDONALD YONG HUI V | 00001 | 896288 | 277149 | 05/04/17 | 4,833.00 |
| | MILE HIGH SHOOTING SUPPLY | 00001 | 895998 | 276873 | 05/02/17 | 3,750.00 |
| | MURPHY RICK | 00001 | 896289 | 277149 | 05/04/17 | 2,901.17 |
| | MWI VETERINARY SUPPLY CO | 00001 | 896458 | 277401 | 05/09/17 | 50.74 |
| | MWI VETERINARY SUPPLY CO | 00001 | 896459 | 277401 | 05/09/17 | 25.37 |
| | MWI VETERINARY SUPPLY CO | 00001 | 896460 | 277401 | 05/09/17 | 55.29 |
| | MWI VETERINARY SUPPLY CO | 00001 | 896461 | 277401 | 05/09/17 | 55.29 |
| | MWI VETERINARY SUPPLY CO | 00001 | 896462 | 277401 | 05/09/17 | 25.37 |
| | MWI VETERINARY SUPPLY CO | 00001 | 896463 | 277401 | 05/09/17 | 111.01 |
| | MWI VETERINARY SUPPLY CO | 00001 | 896464 | 277401 | 05/09/17 | 1,092.71 |

County of Adams
Vendor Payment Report

| <u>1</u> | <u>General Fund</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|----------|-------------------------------|-------------|----------------|-----------------|----------------|---------------|
| | MWI VETERINARY SUPPLY CO | 00001 | 896465 | 277401 | 05/09/17 | 129.94 |
| | MWI VETERINARY SUPPLY CO | 00001 | 896466 | 277401 | 05/09/17 | 39.13 |
| | MWI VETERINARY SUPPLY CO | 00001 | 896467 | 277401 | 05/09/17 | 838.11 |
| | MWI VETERINARY SUPPLY CO | 00001 | 896468 | 277401 | 05/09/17 | 12.46 |
| | MWI VETERINARY SUPPLY CO | 00001 | 896469 | 277401 | 05/09/17 | 587.95 |
| | MWI VETERINARY SUPPLY CO | 00001 | 896469 | 277401 | 05/09/17 | 112.88 |
| | MWI VETERINARY SUPPLY CO | 00001 | 896470 | 277401 | 05/09/17 | 67.86 |
| | MWI VETERINARY SUPPLY CO | 00001 | 896471 | 277401 | 05/09/17 | 2,801.41 |
| | NEVE'S UNIFORMS INC | 00001 | 895999 | 276873 | 05/02/17 | 563.80 |
| | NEVE'S UNIFORMS INC | 00001 | 896000 | 276873 | 05/02/17 | 134.85 |
| | NEVE'S UNIFORMS INC | 00001 | 896001 | 276873 | 05/02/17 | 477.80 |
| | NEVE'S UNIFORMS INC | 00001 | 896002 | 276873 | 05/02/17 | 595.70 |
| | NEVE'S UNIFORMS INC | 00001 | 896003 | 276873 | 05/02/17 | 99.95 |
| | NEVE'S UNIFORMS INC | 00001 | 896004 | 276873 | 05/02/17 | 99.95 |
| | NEVE'S UNIFORMS INC | 00001 | 896005 | 276873 | 05/02/17 | 99.95 |
| | NEVE'S UNIFORMS INC | 00001 | 896006 | 276873 | 05/02/17 | 117.95 |
| | NEVE'S UNIFORMS INC | 00001 | 896007 | 276873 | 05/02/17 | 105.90 |
| | NEVE'S UNIFORMS INC | 00001 | 896008 | 276873 | 05/02/17 | 97.90 |
| | NEVE'S UNIFORMS INC | 00001 | 896009 | 276873 | 05/02/17 | 146.85 |
| | NEVE'S UNIFORMS INC | 00001 | 896010 | 276873 | 05/02/17 | 48.95 |
| | NEVE'S UNIFORMS INC | 00001 | 896011 | 276873 | 05/02/17 | 105.90 |
| | NEVE'S UNIFORMS INC | 00001 | 896012 | 276873 | 05/02/17 | 105.90 |
| | NEVE'S UNIFORMS INC | 00001 | 896013 | 276873 | 05/02/17 | 105.90 |
| | NEVE'S UNIFORMS INC | 00001 | 896014 | 276873 | 05/02/17 | 105.90 |
| | NEVE'S UNIFORMS INC | 00001 | 896015 | 276873 | 05/02/17 | 140.85 |
| | NEVE'S UNIFORMS INC | 00001 | 896016 | 276873 | 05/02/17 | 437.60 |
| | NEVE'S UNIFORMS INC | 00001 | 896017 | 276873 | 05/02/17 | 7,227.05 |
| | NEVE'S UNIFORMS INC | 00001 | 896018 | 276873 | 05/02/17 | 509.50 |
| | PRO TECH COMPUTER SYSTEMS INC | 00001 | 896019 | 276873 | 05/02/17 | 1,547.00 |
| | ROCKY MTN CONVEYOR & EQUIPT | 00001 | 896287 | 277149 | 05/04/17 | 350.00 |
| | STATE OF COLORADO | 00001 | 896349 | 277319 | 05/08/17 | 10,231.69 |
| | STATE OF COLORADO | 00001 | 896350 | 277319 | 05/08/17 | 595.41 |
| | STATE OF COLORADO | 00001 | 896351 | 277319 | 05/08/17 | 628.68 |
| | STATE OF COLORADO | 00001 | 896352 | 277319 | 05/08/17 | 40.06 |
| | STATE OF COLORADO | 00001 | 896353 | 277319 | 05/08/17 | 10,920.44 |
| | STATE OF COLORADO | 00001 | 896354 | 277319 | 05/08/17 | 635.15 |

County of Adams
Vendor Payment Report

| <u>1</u> | <u>General Fund</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|----------|----------------------------|-------------|----------------|-----------------|------------------|--------------------------|
| | STATE OF COLORADO | 00001 | 896355 | 277319 | 05/08/17 | 646.95 |
| | STATE OF COLORADO | 00001 | 896356 | 277319 | 05/08/17 | 40.99 |
| | STATE OF COLORADO | 00001 | 896357 | 277319 | 05/08/17 | 596.13 |
| | STATE OF COLORADO | 00001 | 896358 | 277319 | 05/08/17 | 37.97 |
| | STATE OF COLORADO | 00001 | 896359 | 277319 | 05/08/17 | 9,049.43 |
| | STATE OF COLORADO | 00001 | 896360 | 277319 | 05/08/17 | 531.43 |
| | STATE OF COLORADO | 00001 | 896361 | 277319 | 05/08/17 | 524.00 |
| | STATE OF COLORADO | 00001 | 896362 | 277319 | 05/08/17 | 32.93 |
| | STATE OF COLORADO | 00001 | 896363 | 277319 | 05/08/17 | 10,284.47 |
| | STATE OF COLORADO | 00001 | 896364 | 277319 | 05/08/17 | 598.26 |
| | STATE OF COLORADO | 00001 | 896365 | 277319 | 05/08/17 | 620.58 |
| | STATE OF COLORADO | 00001 | 896366 | 277319 | 05/08/17 | 37.95 |
| | SYSTEMS GROUP | 00001 | 896455 | 277401 | 05/09/17 | 200.00 |
| | THYSSENKRUPP ELEVATOR CORP | 00001 | 896227 | 277124 | 05/04/17 | 257.79 |
| | THYSSENKRUPP ELEVATOR CORP | 00001 | 896227 | 277124 | 05/04/17 | 257.79 |
| | THYSSENKRUPP ELEVATOR CORP | 00001 | 896227 | 277124 | 05/04/17 | 132.81 |
| | THYSSENKRUPP ELEVATOR CORP | 00001 | 896227 | 277124 | 05/04/17 | 682.79 |
| | THYSSENKRUPP ELEVATOR CORP | 00001 | 896227 | 277124 | 05/04/17 | 2,582.77 |
| | THYSSENKRUPP ELEVATOR CORP | 00001 | 896227 | 277124 | 05/04/17 | 1,193.13 |
| | THYSSENKRUPP ELEVATOR CORP | 00001 | 896227 | 277124 | 05/04/17 | 100.16 |
| | THYSSENKRUPP ELEVATOR CORP | 00001 | 896227 | 277124 | 05/04/17 | 332.79 |
| | THYSSENKRUPP ELEVATOR CORP | 00001 | 896227 | 277124 | 05/04/17 | 801.70 |
| | THYSSENKRUPP ELEVATOR CORP | 00001 | 896227 | 277124 | 05/04/17 | 257.79 |
| | TISCHLERBISE INC | 00001 | 896369 | 277322 | 05/08/17 | 5,148.00 |
| | ULTRAMAX | 00001 | 896307 | 277261 | 05/05/17 | 1,920.00 |
| | ULTRAMAX | 00001 | 896308 | 277261 | 05/05/17 | 5,160.00 |
| | WRIGHTWAY INDUSTRIES INC | 00001 | 896472 | 277401 | 05/09/17 | 689.55 |
| | WRIGHTWAY INDUSTRIES INC | 00001 | 896473 | 277401 | 05/09/17 | 175.50 |
| | | | | | Account Total | <u>184,558.32</u> |
| | | | | | Department Total | <u><u>184,558.32</u></u> |

County of Adams
Vendor Payment Report

| <u>98600</u> | <u>Governor's Summer Job Hunt</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|--------------|-----------------------------------|-------------|----------------|-----------------|------------------|----------------------|
| | Mileage Reimbursements | | | | | |
| | AGUINIGA CAROL | 00035 | 896020 | 276929 | 04/30/17 | 9.09 |
| | CLARK RYNE | 00035 | 896025 | 276929 | 04/30/17 | 16.59 |
| | ELLIS CHARLES | 00035 | 896028 | 276929 | 04/30/17 | 21.40 |
| | HUTCHINS ATHENAS | 00035 | 896034 | 276929 | 04/30/17 | 23.54 |
| | KERR CRISTINE | 00035 | 896038 | 276929 | 04/30/17 | 17.12 |
| | SCHAGER BRETT | 00035 | 896054 | 276929 | 04/30/17 | 89.88 |
| | | | | | Account Total | <u>177.62</u> |
| | | | | | Department Total | <u><u>177.62</u></u> |

County of Adams
Vendor Payment Report

| <u>1015</u> | <u>Human Resources- Admin</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|-------------------------------|-------------|----------------|-----------------|------------------|----------------------|
| | Insurance Premiums | | | | | |
| | SHEPARD STUART | 00001 | 896500 | 277408 | 05/09/17 | <u>600.00</u> |
| | | | | | Account Total | <u>600.00</u> |
| | | | | | Department Total | <u><u>600.00</u></u> |

County of Adams
Vendor Payment Report

| <u>935117</u> | <u>HHS Grant</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|---------------|--------------------------------|-------------|----------------|-----------------|------------------|---------------|
| | Building Rental | | | | | |
| | COMMUNITY REACH CENTER FOUNDAT | 00031 | 895950 | 276843 | 05/02/17 | 6,190.04 |
| | | | | | Account Total | 6,190.04 |
| | Membership Dues | | | | | |
| | NATL HEADSTART ASSN | 00031 | 895952 | 276843 | 05/02/17 | 1,200.00 |
| | | | | | Account Total | 1,200.00 |
| | Mileage Reimbursements | | | | | |
| | AARON SHANNA | 00031 | 895946 | 276843 | 05/02/17 | 23.54 |
| | AARON SHANNA | 00031 | 895947 | 276843 | 05/02/17 | 17.12 |
| | WHISENANT ELISA A | 00031 | 895955 | 276843 | 05/02/17 | 56.71 |
| | WHISENANT ELISA A | 00031 | 895956 | 276843 | 05/02/17 | 19.80 |
| | | | | | Account Total | 117.17 |
| | Operating Supplies | | | | | |
| | G & K SERVICES | 00031 | 895951 | 276843 | 05/02/17 | 122.98 |
| | | | | | Account Total | 122.98 |
| | Other Professional Serv | | | | | |
| | ADAMS COUNTY SHERIFF DEPT | 00031 | 895945 | 276843 | 05/02/17 | 5.00 |
| | COLO DEPT OF HUMAN SERVICES | 00031 | 895949 | 276843 | 05/02/17 | 28.00 |
| | ORKIN PEST CONTROL | 00031 | 895954 | 276843 | 05/02/17 | 83.80 |
| | | | | | Account Total | 116.80 |
| | Subscrip/Publications | | | | | |
| | NULINX INTERNATIONAL | 00031 | 895953 | 276843 | 05/02/17 | 612.00 |
| | NULINX INTERNATIONAL | 00031 | 895953 | 276843 | 05/02/17 | 108.00 |
| | | | | | Account Total | 720.00 |
| | Telephone | | | | | |
| | CENTURY LINK | 00031 | 895948 | 276843 | 05/02/17 | 345.10 |
| | | | | | Account Total | 345.10 |
| | | | | | Department Total | 8,812.09 |

County of Adams
Vendor Payment Report

| <u>961016</u> | <u>HOME</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|---------------|--------------------------------|-------------|----------------|-----------------|------------------|------------------------|
| | Grants to Other Instit | | | | | |
| | ADAMS COUNTY HOUSING AUTHORITY | 00030 | 896147 | 277088 | 05/04/17 | <u>4,693.00</u> |
| | | | | | Account Total | <u>4,693.00</u> |
| | | | | | Department Total | <u><u>4,693.00</u></u> |

County of Adams
Vendor Payment Report

| <u>19</u> | <u>Insurance Fund</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-----------|-----------------------------|-------------|----------------|-----------------|------------------|---------------|
| | Received not Vouchered Clrg | | | | | |
| | COLO FRAME & SUSPENSION | 00019 | 896234 | 277124 | 05/04/17 | 5,941.33 |
| | COLO FRAME & SUSPENSION | 00019 | 896235 | 277124 | 05/04/17 | 14,712.79 |
| | FACTORY MOTOR PARTS | 00019 | 896236 | 277124 | 05/04/17 | 70.82 |
| | FACTORY MOTOR PARTS | 00019 | 896237 | 277124 | 05/04/17 | 229.48 |
| | FACTORY MOTOR PARTS | 00019 | 896238 | 277124 | 05/04/17 | 1,887.47 |
| | LEONARD KELLY K | 00019 | 896233 | 277124 | 05/04/17 | 284.11 |
| | MILE HIGH FITNESS | 00019 | 896230 | 277124 | 05/04/17 | 1,910.00 |
| | NATHAN DUMM & MAYER PC | 00019 | 896485 | 277401 | 05/09/17 | 3,079.50 |
| | | | | | Account Total | 28,115.50 |
| | | | | | Department Total | 28,115.50 |

County of Adams
Vendor Payment Report

| <u>8611</u> | <u>Insurance- Property/Casualty</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|-------------------------------------|-------------|----------------|-----------------|------------------|----------------------|
| | Auto Physical Damage | | | | | |
| | FINELINE GRAPHICS | 00019 | 896309 | 277263 | 05/05/17 | <u>401.25</u> |
| | | | | | Account Total | <u>401.25</u> |
| | | | | | Department Total | <u><u>401.25</u></u> |

County of Adams
Vendor Payment Report

| <u>8615</u> | <u>Insurance- UHC Retiree Medical</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|---------------------------------------|-------------|----------------|-----------------|------------------|---------------|
| | AARP RX | | | | | |
| | GASCHLER ELIZABETH | 00019 | 896501 | 277408 | 05/09/17 | 78.00 |
| | | | | | Account Total | 78.00 |
| | UHC_MED | | | | | |
| | GASCHLER ELIZABETH | 00019 | 896501 | 277408 | 05/09/17 | 140.60 |
| | | | | | Account Total | 140.60 |
| | | | | | Department Total | <u>218.60</u> |

County of Adams
Vendor Payment Report

| <u>8623</u> | <u>Insurance- Vision</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|--------------------------------|-------------|----------------|-----------------|------------------|---------------|
| | Self-Insurance Claims | | | | | |
| | VISION SERVICE PLAN-CONNECTICU | 00019 | 896491 | 277408 | 05/09/17 | 14,623.93 |
| | VISION SERVICE PLAN-CONNECTICU | 00019 | 896492 | 277408 | 05/09/17 | 30.00 |
| | | | | | Account Total | 14,653.93 |
| | | | | | Department Total | 14,653.93 |

County of Adams
Vendor Payment Report

| <u>97813</u> | <u>MSFW Housing Inspection</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|--------------|--------------------------------|-------------|----------------|-----------------|------------------|----------------------|
| | Mileage Reimbursements | | | | | |
| | PARRA ALDO | 00035 | 896046 | 276929 | 04/30/17 | <u>178.16</u> |
| | | | | | Account Total | <u>178.16</u> |
| | | | | | Department Total | <u><u>178.16</u></u> |

County of Adams
Vendor Payment Report

| <u>1190</u> | <u>One-Stop Customer Service Cent</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|---------------------------------------|-------------|----------------|-----------------|------------------|---------------------|
| | Education & Training | | | | | |
| | COLO ASSN OF PERMIT TECHNICIAN | 00001 | 896283 | 277146 | 05/04/17 | <u>70.00</u> |
| | | | | | Account Total | <u>70.00</u> |
| | | | | | Department Total | <u><u>70.00</u></u> |

County of Adams
Vendor Payment Report

| <u>6107</u> | <u>Open Space Projects</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|----------------------------|-------------|----------------|-----------------|------------------|------------------------|
| | Concrete Trails | | | | | |
| | ALBERT FREI & SONS INC | 00027 | 896215 | 277113 | 05/04/17 | 833.80 |
| | ALBERT FREI & SONS INC | 00027 | 896216 | 277113 | 05/04/17 | 525.10 |
| | | | | | Account Total | <u>1,358.90</u> |
| | | | | | Department Total | <u><u>1,358.90</u></u> |

County of Adams
Vendor Payment Report

| <u>3128</u> | <u>Park 1200-HS</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|--------------------------------|-------------|----------------|-----------------|------------------|---------------|
| | Buildings | | | | | |
| | PARK 12 HUNDRED OWNERS ASSOCIA | 00004 | 896110 | 276988 | 05/03/17 | 16,729.00 |
| | PARK 12 HUNDRED OWNERS ASSOCIA | 00004 | 896111 | 276988 | 05/03/17 | 16,729.00 |
| | PARK 12 HUNDRED OWNERS ASSOCIA | 00004 | 896112 | 276988 | 05/03/17 | 16,729.00 |
| | | | | | Account Total | 50,187.00 |
| | | | | | Department Total | 50,187.00 |

County of Adams
Vendor Payment Report

| <u>1111</u> | <u>Parks Facilities</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|-------------------------|-------------|----------------|-----------------|------------------|------------------------|
| | Gas & Electricity | | | | | |
| | Energy Cap Bill ID=7303 | 00001 | 896402 | 277344 | 04/26/17 | 85.30 |
| | Energy Cap Bill ID=7304 | 00001 | 896403 | 277344 | 04/26/17 | 1,239.39 |
| | Energy Cap Bill ID=7305 | 00001 | 896404 | 277344 | 04/26/17 | 1,298.97 |
| | Energy Cap Bill ID=7306 | 00001 | 896405 | 277344 | 04/26/17 | 29.20 |
| | Energy Cap Bill ID=7307 | 00001 | 896406 | 277344 | 04/26/17 | 159.68 |
| | Energy Cap Bill ID=7309 | 00001 | 896407 | 277344 | 04/26/17 | 6,780.15 |
| | | | | | Account Total | <u>9,592.69</u> |
| | | | | | Department Total | <u><u>9,592.69</u></u> |

County of Adams
Vendor Payment Report

| <u>5010</u> | <u>PKS- Fair & Special Events</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|---------------------------------------|-------------|----------------|-----------------|------------------|-----------------|
| | Event Services | | | | | |
| | PREMIER DRAFT BEER SERVICES | 00001 | 896374 | 277324 | 05/08/17 | 490.00 |
| | | | | | Account Total | 490.00 |
| | Licenses and Fees | | | | | |
| | COLO DEPT OF TRANSPORTATION | 00001 | 895870 | 276763 | 05/01/17 | 40.00 |
| | | | | | Account Total | 40.00 |
| | Other Communications | | | | | |
| | NTELLIGENT SYSTEMS | 00001 | 896220 | 277113 | 05/04/17 | 225.00 |
| | | | | | Account Total | 225.00 |
| | Printing External | | | | | |
| | COVER ALL SERVICES INC | 00001 | 896218 | 277113 | 05/04/17 | 90.00 |
| | COVER ALL SERVICES INC | 00001 | 896219 | 277113 | 05/04/17 | 104.28 |
| | | | | | Account Total | 194.28 |
| | Regional Park Rentals | | | | | |
| | AYALA MAYRA | 00001 | 895868 | 276763 | 05/01/17 | 175.00 |
| | BRIGHTON HIGH SCHOOL FFA | 00001 | 895869 | 276763 | 05/01/17 | 75.00 |
| | | | | | Account Total | 250.00 |
| | Security Service | | | | | |
| | ALLIED UNIVERSAL SECURITY SERV | 00001 | 896217 | 277113 | 05/04/17 | 256.76 |
| | | | | | Account Total | 256.76 |
| | | | | | Department Total | <u>1,456.04</u> |

County of Adams
Vendor Payment Report

| <u>5015</u> | <u>PKS- Grounds Maintenance</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|---------------------------------|-------------|----------------|-----------------|------------------|----------------------|
| | Gas & Electricity | | | | | |
| | UNITED POWER (UNION REA) | 00001 | 896221 | 277113 | 05/04/17 | 226.94 |
| | UNITED POWER (UNION REA) | 00001 | 896225 | 277113 | 05/04/17 | 47.32 |
| | | | | | Account Total | <u>274.26</u> |
| | | | | | Department Total | <u><u>274.26</u></u> |

County of Adams
Vendor Payment Report

| <u>5012</u> | <u>PKS- Regional Complex</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|--------------------------------|-------------|----------------|-----------------|------------------|---------------|
| | Gas & Electricity | | | | | |
| | UNITED POWER (UNION REA) | 00001 | 896222 | 277113 | 05/04/17 | 690.05 |
| | UNITED POWER (UNION REA) | 00001 | 896223 | 277113 | 05/04/17 | 42.21 |
| | XCEL ENERGY | 00001 | 896226 | 277113 | 05/04/17 | 118.40 |
| | | | | | Account Total | 850.66 |
| | Other Repair & Maint | | | | | |
| | C & R ELECTRICAL CONTRACTORS I | 00001 | 896373 | 277324 | 05/08/17 | 297.10 |
| | | | | | Account Total | 297.10 |
| | | | | | Department Total | 1,147.76 |

County of Adams
Vendor Payment Report

| <u>5016</u> | <u>PKS- Trail Ranger Patrol</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|---------------------------------|-------------|----------------|-----------------|------------------|---------------------|
| | Gas & Electricity | | | | | |
| | UNITED POWER (UNION REA) | 00001 | 896224 | 277113 | 05/04/17 | <u>30.00</u> |
| | | | | | Account Total | <u>30.00</u> |
| | | | | | Department Total | <u><u>30.00</u></u> |

County of Adams
Vendor Payment Report

| <u>8624</u> | <u>Retiree-Vision</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|--------------------------------|-------------|----------------|-----------------|------------------|------------------------|
| | Self-Insurance Claims | | | | | |
| | VISION SERVICE PLAN-CONNECTICU | 00019 | 896490 | 277408 | 05/09/17 | <u>1,808.08</u> |
| | | | | | Account Total | <u>1,808.08</u> |
| | | | | | Department Total | <u><u>1,808.08</u></u> |

County of Adams
Vendor Payment Report

| 13 | Road & Bridge Fund | Fund | Voucher | Batch No | GL Date | Amount |
|----|--------------------------------|-------|---------|----------|------------------|--------------------------|
| | Received not Vouchered Clrg | | | | | |
| | ALDERMAN BERNSTEIN | 00013 | 896487 | 277401 | 05/09/17 | 3,262.77 |
| | ALLIED RECYCLE AGGREGATES | 00013 | 896261 | 277141 | 05/04/17 | 44,395.05 |
| | ALSCO AMERICAN INDUSTRIAL | 00013 | 896254 | 277141 | 05/04/17 | 75.10 |
| | ALSCO AMERICAN INDUSTRIAL | 00013 | 896255 | 277141 | 05/04/17 | 87.97 |
| | ALSCO AMERICAN INDUSTRIAL | 00013 | 896256 | 277141 | 05/04/17 | 75.10 |
| | ALSCO AMERICAN INDUSTRIAL | 00013 | 896257 | 277141 | 05/04/17 | 75.10 |
| | DREXEL BARRELL & CO | 00013 | 896370 | 277322 | 05/08/17 | 5,307.60 |
| | DREXEL BARRELL & CO | 00013 | 896371 | 277322 | 05/08/17 | 32.50 |
| | DREXEL BARRELL & CO | 00013 | 896371 | 277322 | 05/08/17 | 5,146.89 |
| | FARMERS RESERVOIR & IRRIGATION | 00013 | 896743 | 277617 | 05/11/17 | 8,146.29 |
| | GMCO CORPORATION | 00013 | 896260 | 277141 | 05/04/17 | 546.46 |
| | G5 BIOSOLUTIONS LLC | 00013 | 896251 | 277141 | 05/04/17 | 218,700.00 |
| | ICON ENGINEERING INC | 00013 | 896486 | 277401 | 05/09/17 | 8,289.50 |
| | REPUBLIC SERVICES #535 | 00013 | 896258 | 277141 | 05/04/17 | 2,172.16 |
| | REPUBLIC SERVICES #535 | 00013 | 896259 | 277141 | 05/04/17 | 1,070.55 |
| | UNIVERSAL FIELD SERVICES INC | 00013 | 896372 | 277322 | 05/08/17 | 8,743.23 |
| | UTILITY NOTIFICATION CENTER OF | 00013 | 896252 | 277141 | 05/04/17 | 139.20 |
| | | | | | Account Total | <u>306,265.47</u> |
| | | | | | Department Total | <u><u>306,265.47</u></u> |

County of Adams
Vendor Payment Report

| <u>2092</u> | <u>Sheriff Flatrock</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|-------------------------|-------------|----------------|-----------------|------------------|------------------------|
| | Other Repair & Maint | | | | | |
| | ACTION TARGET | 00050 | 896376 | 276988 | 05/08/17 | <u>2,000.00</u> |
| | | | | | Account Total | <u>2,000.00</u> |
| | | | | | Department Total | <u><u>2,000.00</u></u> |

County of Adams
Vendor Payment Report

| <u>2004</u> | <u>Sheriff Training</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|--------------------------------|-------------|----------------|-----------------|------------------|---------------|
| | Operating Supplies | | | | | |
| | LILS EMBROIDERY AND SCREENPRIN | 00001 | 896301 | 277251 | 05/05/17 | 400.00 |
| | | | | | Account Total | 400.00 |
| | Other Professional Serv | | | | | |
| | SHRED IT USA LLC | 00001 | 896273 | 276985 | 05/04/17 | 40.64 |
| | | | | | Account Total | 40.64 |
| | | | | | Department Total | 440.64 |

County of Adams
Vendor Payment Report

| <u>2014</u> | <u>Sheriff-Professional Standards</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|---------------------------------------|-------------|----------------|-----------------|------------------|----------------------|
| | Other Communications | | | | | |
| | VERIZON WIRELESS | 00001 | 896306 | 277251 | 05/05/17 | <u>193.76</u> |
| | | | | | Account Total | <u>193.76</u> |
| | | | | | Department Total | <u><u>193.76</u></u> |

County of Adams
Vendor Payment Report

| <u>2008</u> | <u>SHF - Training Academy</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|-------------------------------|-------------|----------------|-----------------|------------------|---------------|
| | Operating Supplies | | | | | |
| | DS WATERS OF AMERICA INC | 00001 | 896297 | 277251 | 05/05/17 | 247.00 |
| | | | | | Account Total | 247.00 |
| | Other Professional Serv | | | | | |
| | SHRED IT USA LLC | 00001 | 896273 | 276985 | 05/04/17 | 40.63 |
| | | | | | Account Total | 40.63 |
| | | | | | Department Total | 287.63 |

County of Adams
Vendor Payment Report

| <u>2011</u> | <u>SHF- Admin Services Division</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|-------------------------------------|-------------|----------------|-----------------|------------------|---------------|
| | Mileage Reimbursements | | | | | |
| | GUARIE MAYA | 00001 | 896299 | 277251 | 05/05/17 | 134.08 |
| | | | | | Account Total | 134.08 |
| | Operating Supplies | | | | | |
| | DS WATERS OF AMERICA INC | 00001 | 896298 | 277251 | 05/05/17 | 110.72 |
| | | | | | Account Total | 110.72 |
| | Other Communications | | | | | |
| | VERIZON WIRELESS | 00001 | 896306 | 277251 | 05/05/17 | 452.50 |
| | | | | | Account Total | 452.50 |
| | Other Professional Serv | | | | | |
| | SHRED IT USA LLC | 00001 | 896305 | 277251 | 05/05/17 | 100.00 |
| | | | | | Account Total | 100.00 |
| | Public Relations | | | | | |
| | ADAMS / BROOMFIELD BAR ASSN | 00001 | 896246 | 276985 | 05/04/17 | 600.00 |
| | | | | | Account Total | 600.00 |
| | Special Events | | | | | |
| | ARTISTIC FLOWERS & GIFTS | 00001 | 896107 | 276985 | 05/03/17 | 490.00 |
| | | | | | Account Total | 490.00 |
| | Travel & Transportation | | | | | |
| | HILL CYNTHIA | 00001 | 896036 | 276932 | 05/03/17 | 256.00 |
| | ORTIZ MARCELLINO | 00001 | 896024 | 276932 | 05/03/17 | 256.00 |
| | | | | | Account Total | 512.00 |
| | | | | | Department Total | 2,399.30 |

County of Adams
Vendor Payment Report

| <u>2015</u> | <u>SHF- Civil Section</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|--------------------------------|-------------|----------------|-----------------|------------------|---------------|
| | Other Communications | | | | | |
| | VERIZON WIRELESS | 00001 | 896306 | 277251 | 05/05/17 | 198.89 |
| | | | | | Account Total | 198.89 |
| | Sheriff's Fees | | | | | |
| | BERMUDEZ LEESA HELENE | 00001 | 896339 | 277264 | 05/05/17 | 19.00 |
| | BRADFORD L ALLIN | 00001 | 896340 | 277264 | 05/05/17 | 44.00 |
| | BRUMBAUGH & QUANDAHL | 00001 | 896323 | 277264 | 05/05/17 | 19.00 |
| | CLERK OF THE DISTRICT COURT | 00001 | 896341 | 277264 | 05/05/17 | 19.00 |
| | DEHERRERA DESIRAE | 00001 | 896342 | 277264 | 05/05/17 | 19.00 |
| | EZ MESSENGER | 00001 | 896324 | 277264 | 05/05/17 | 19.00 |
| | FOSTER BUICK CONKLIN AND LUNDG | 00001 | 896343 | 277264 | 05/05/17 | 19.00 |
| | GARCIA ESTEBAN JOSEPH | 00001 | 896345 | 277264 | 05/05/17 | 19.00 |
| | GUTIERREZ MARIA | 00001 | 896344 | 277264 | 05/05/17 | 19.00 |
| | KLASS PHILIP | 00001 | 896325 | 277264 | 05/05/17 | 66.00 |
| | KLASS PHILIP | 00001 | 896326 | 277264 | 05/05/17 | 78.00 |
| | LEACHMAN MARK A | 00001 | 896327 | 277264 | 05/05/17 | 19.00 |
| | MACHOL & JOHANNES, LLC | 00001 | 896328 | 277264 | 05/05/17 | 19.00 |
| | PARKER KERISSA LYNN | 00001 | 896346 | 277264 | 05/05/17 | 19.00 |
| | PROFESSIONAL FINANCE CO | 00001 | 896329 | 277264 | 05/05/17 | 19.00 |
| | ROBINSON AND HENRY | 00001 | 896347 | 277264 | 05/05/17 | 145.00 |
| | ROBSON DAVID | 00001 | 896330 | 277264 | 05/05/17 | 66.00 |
| | SPRINGMAN, BRADEN, WILSON & PO | 00001 | 896331 | 277264 | 05/05/17 | 66.00 |
| | SPRINGMAN, BRADEN, WILSON & PO | 00001 | 896332 | 277264 | 05/05/17 | 66.00 |
| | SPRINGMAN, BRADEN, WILSON & PO | 00001 | 896333 | 277264 | 05/05/17 | 66.00 |
| | SPRINGMAN, BRADEN, WILSON & PO | 00001 | 896334 | 277264 | 05/05/17 | 66.00 |
| | STATE OF ILLINOIS ATTORNEY GEN | 00001 | 896348 | 277264 | 05/05/17 | 19.00 |
| | TOP HAT FILE AND SERVE | 00001 | 896335 | 277264 | 05/05/17 | 19.00 |
| | 53RD AVENUE PARTNERS | 00001 | 896338 | 277264 | 05/05/17 | 66.00 |
| | | | | | Account Total | 995.00 |
| | | | | | Department Total | 1,193.89 |

County of Adams
Vendor Payment Report

| <u>2075</u> | <u>SHF- Commissary Fund</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|------------------------------|-------------|----------------|-----------------|------------------|----------------------|
| | Operating Supplies | | | | | |
| | KEEFE COMMISSARY NETWORK LLC | 00001 | 896268 | 276985 | 05/04/17 | <u>279.50</u> |
| | | | | | Account Total | <u>279.50</u> |
| | Other Communications | | | | | |
| | CENTURY LINK | 00001 | 896253 | 276985 | 05/04/17 | <u>205.39</u> |
| | | | | | Account Total | <u>205.39</u> |
| | | | | | Department Total | <u><u>484.89</u></u> |

County of Adams
Vendor Payment Report

| <u>2016</u> | <u>SHF- Detective Division</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|--------------------------------|-------------|----------------|-----------------|------------------|-----------------|
| | Education & Training | | | | | |
| | AURORA POLICE DEPARTMENT | 00001 | 896296 | 277251 | 05/05/17 | 600.00 |
| | | | | | Account Total | 600.00 |
| | Interpreting Services | | | | | |
| | LANGUAGE LINE SERVICES | 00001 | 896300 | 277251 | 05/05/17 | 473.14 |
| | | | | | Account Total | 473.14 |
| | Medical Services | | | | | |
| | CENTURA HEALTH | 00001 | 896249 | 276985 | 05/04/17 | 600.00 |
| | | | | | Account Total | 600.00 |
| | Travel & Transportation | | | | | |
| | RICHARDSON DAVID W | 00001 | 896304 | 277251 | 05/05/17 | 59.00 |
| | ROGERS, JAI R | 00001 | 896027 | 276932 | 05/03/17 | 59.00 |
| | | | | | Account Total | 118.00 |
| | | | | | Department Total | <u>1,791.14</u> |

County of Adams
Vendor Payment Report

| <u>2071</u> | <u>SHF- Detention Facility</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|--------------------------------|-------------|----------------|-----------------|------------------|-----------------|
| | Education & Training | | | | | |
| | MILLER SCOTT E | 00001 | 896302 | 277251 | 05/05/17 | 310.00 |
| | | | | | Account Total | 310.00 |
| | Interpreting Services | | | | | |
| | LANGUAGE LINE SERVICES | 00001 | 896300 | 277251 | 05/05/17 | 300.12 |
| | | | | | Account Total | 300.12 |
| | Operating Supplies | | | | | |
| | s-COMM INC | 00001 | 896270 | 276985 | 05/04/17 | 178.01 |
| | CORE ELECTRIC | 00001 | 896262 | 276985 | 05/04/17 | 1,280.61 |
| | DS WATERS OF AMERICA INC | 00001 | 896263 | 276985 | 05/04/17 | 575.72 |
| | SHRED IT USA LLC | 00001 | 896271 | 276985 | 05/04/17 | 127.66 |
| | SUMMIT FOOD SERVICE LLC | 00001 | 896274 | 276985 | 05/04/17 | 87.76 |
| | SUMMIT FOOD SERVICE LLC | 00001 | 896275 | 276985 | 05/04/17 | 87.61 |
| | SUMMIT FOOD SERVICE LLC | 00001 | 896276 | 276985 | 05/04/17 | 29.03 |
| | TOSHIBA BUSINESS SOLUTIONS | 00001 | 896277 | 276985 | 05/04/17 | 989.00 |
| | | | | | Account Total | 3,355.40 |
| | Other Communications | | | | | |
| | VERIZON WIRELESS | 00001 | 896306 | 277251 | 05/05/17 | 291.27 |
| | | | | | Account Total | 291.27 |
| | Other Repair & Maint | | | | | |
| | ADAMS COUNTY COMMUNICATION | 00001 | 896278 | 276985 | 05/04/17 | 75.00 |
| | | | | | Account Total | 75.00 |
| | Security Service | | | | | |
| | DENVER HEALTH & HOSPITAL AUTHO | 00001 | 896265 | 276985 | 05/04/17 | 3,840.00 |
| | | | | | Account Total | 3,840.00 |
| | Uniforms & Cleaning | | | | | |
| | ADAMSON POLICE PRODUCTS | 00001 | 896105 | 276985 | 05/03/17 | 105.00 |
| | | | | | Account Total | 105.00 |
| | | | | | Department Total | <u>8,276.79</u> |

County of Adams
Vendor Payment Report

| <u>2072</u> | <u>SHF- Justice Center</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|----------------------------|-------------|----------------|-----------------|------------------|---------------------|
| | Other Communications | | | | | |
| | VERIZON WIRELESS | 00001 | 896306 | 277251 | 05/05/17 | <u>29.24</u> |
| | | | | | Account Total | <u>29.24</u> |
| | | | | | Department Total | <u><u>29.24</u></u> |

County of Adams
Vendor Payment Report

| <u>2010</u> | <u>SHF- MIS Unit</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|----------------------|-------------|----------------|-----------------|------------------|---------------------|
| | Other Communications | | | | | |
| | VERIZON WIRELESS | 00001 | 896306 | 277251 | 05/05/17 | <u>62.40</u> |
| | | | | | Account Total | <u>62.40</u> |
| | | | | | Department Total | <u><u>62.40</u></u> |

County of Adams
Vendor Payment Report

| <u>2017</u> | <u>SHF- Patrol Division</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|-----------------------------|-------------|----------------|-----------------|------------------|-----------------|
| | Interpreting Services | | | | | |
| | LANGUAGE LINE SERVICES | 00001 | 896300 | 277251 | 05/05/17 | 316.52 |
| | | | | | Account Total | 316.52 |
| | Operating Supplies | | | | | |
| | NORTHWEST PARKWAY LLC | 00001 | 896303 | 277251 | 05/05/17 | 59.90 |
| | | | | | Account Total | 59.90 |
| | Other Communications | | | | | |
| | LEXISNEXIS RISK SOLUTIONS | 00001 | 896266 | 276985 | 05/04/17 | 97.85 |
| | LEXISNEXIS RISK SOLUTIONS | 00001 | 896267 | 276985 | 05/04/17 | 97.85 |
| | VERIZON WIRELESS | 00001 | 896306 | 277251 | 05/05/17 | 863.15 |
| | | | | | Account Total | 1,058.85 |
| | Other Professional Serv | | | | | |
| | CCE RECOVERY | 00001 | 896247 | 276985 | 05/04/17 | 250.00 |
| | | | | | Account Total | 250.00 |
| | Travel & Transportation | | | | | |
| | SCULLY TARA | 00001 | 896031 | 276932 | 05/03/17 | 59.00 |
| | | | | | Account Total | 59.00 |
| | | | | | Department Total | <u>1,744.27</u> |

County of Adams
Vendor Payment Report

| <u>2018</u> | <u>SHF- Records/Warrants Section</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|--------------------------------------|-------------|----------------|-----------------|------------------|---------------|
| | Interpreting Services | | | | | |
| | LANGUAGE LINE SERVICES | 00001 | 896300 | 277251 | 05/05/17 | 9.02 |
| | | | | | Account Total | 9.02 |
| | Other Communications | | | | | |
| | VERIZON WIRELESS | 00001 | 896306 | 277251 | 05/05/17 | 46.48 |
| | | | | | Account Total | 46.48 |
| | Other Professional Serv | | | | | |
| | SHRED IT USA LLC | 00001 | 896272 | 276985 | 05/04/17 | 56.25 |
| | | | | | Account Total | 56.25 |
| | | | | | Department Total | <u>111.75</u> |

County of Adams
Vendor Payment Report

| <u>2005</u> | <u>SHF- TAC Section</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|-------------------------|-------------|----------------|-----------------|------------------|---------------|
| | Other Communications | | | | | |
| | VERIZON WIRELESS | 00001 | 896306 | 277251 | 05/05/17 | 185.05 |
| | | | | | Account Total | 185.05 |
| | Other Professional Serv | | | | | |
| | NORTHGLENN AMBULANCE | 00001 | 896269 | 276985 | 05/04/17 | 724.50 |
| | | | | | Account Total | 724.50 |
| | | | | | Department Total | 909.55 |

County of Adams
Vendor Payment Report

| <u>3032</u> | <u>Transportation Bridges</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|-------------------------------|-------------|----------------|-----------------|------------------|------------------------|
| | Other Professional Serv | | | | | |
| | WESTMINSTER CITY OF | 00013 | 896367 | 277320 | 05/08/17 | <u>2,400.00</u> |
| | | | | | Account Total | <u>2,400.00</u> |
| | | | | | Department Total | <u><u>2,400.00</u></u> |

County of Adams
Vendor Payment Report

| <u>3031</u> | <u>Transportation Opers & Maint</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|-----------------------------------------|-------------|----------------|-----------------|----------------|---------------|
| | Dust Abatement | | | | | |
| | WAYNE A MITCHELL LLC | 00013 | 895859 | 276758 | 05/01/17 | 2,241.00 |
| | | | | | Account Total | 2,241.00 |
| | Gas & Electricity | | | | | |
| | UNITED POWER (UNION REA) | 00013 | 895774 | 276739 | 05/01/17 | 36.00 |
| | UNITED POWER (UNION REA) | 00013 | 895775 | 276739 | 05/01/17 | 23.16 |
| | UNITED POWER (UNION REA) | 00013 | 895776 | 276739 | 05/01/17 | 48.84 |
| | UNITED POWER (UNION REA) | 00013 | 895777 | 276739 | 05/01/17 | 48.84 |
| | UNITED POWER (UNION REA) | 00013 | 895778 | 276739 | 05/01/17 | 49.50 |
| | UNITED POWER (UNION REA) | 00013 | 895779 | 276739 | 05/01/17 | 17.00 |
| | UNITED POWER (UNION REA) | 00013 | 895780 | 276739 | 05/01/17 | 88.49 |
| | UNITED POWER (UNION REA) | 00013 | 895781 | 276739 | 05/01/17 | 20.34 |
| | UNITED POWER (UNION REA) | 00013 | 895782 | 276739 | 05/01/17 | 33.00 |
| | UNITED POWER (UNION REA) | 00013 | 895783 | 276739 | 05/01/17 | 16.50 |
| | UNITED POWER (UNION REA) | 00013 | 895784 | 276739 | 05/01/17 | 16.50 |
| | UNITED POWER (UNION REA) | 00013 | 895785 | 276739 | 05/01/17 | 16.50 |
| | UNITED POWER (UNION REA) | 00013 | 895786 | 276739 | 05/01/17 | 215.44 |
| | UNITED POWER (UNION REA) | 00013 | 895787 | 276739 | 05/01/17 | 115.36 |
| | UNITED POWER (UNION REA) | 00013 | 895788 | 276739 | 05/01/17 | 39.44 |
| | UNITED POWER (UNION REA) | 00013 | 895789 | 276739 | 05/01/17 | 164.73 |
| | UNITED POWER (UNION REA) | 00013 | 895790 | 276739 | 05/01/17 | 34.00 |
| | UNITED POWER (UNION REA) | 00013 | 895791 | 276739 | 05/01/17 | 137.02 |
| | XCEL ENERGY | 00013 | 895760 | 276739 | 05/01/17 | 42.97 |
| | XCEL ENERGY | 00013 | 895761 | 276739 | 05/01/17 | 43.70 |
| | XCEL ENERGY | 00013 | 895762 | 276739 | 05/01/17 | 2.94 |
| | XCEL ENERGY | 00013 | 895763 | 276739 | 05/01/17 | 23.85 |
| | XCEL ENERGY | 00013 | 895764 | 276739 | 05/01/17 | 3,103.80 |
| | XCEL ENERGY | 00013 | 895765 | 276739 | 05/01/17 | 22,518.10 |
| | XCEL ENERGY | 00013 | 895766 | 276739 | 05/01/17 | 149.10 |
| | XCEL ENERGY | 00013 | 895767 | 276739 | 05/01/17 | 1,248.77 |
| | XCEL ENERGY | 00013 | 895768 | 276739 | 05/01/17 | 205.93 |
| | XCEL ENERGY | 00013 | 895769 | 276739 | 05/01/17 | 97.54 |
| | XCEL ENERGY | 00013 | 895770 | 276739 | 05/01/17 | 228.65 |
| | XCEL ENERGY | 00013 | 895771 | 276739 | 05/01/17 | 241.38 |
| | XCEL ENERGY | 00013 | 895772 | 276739 | 05/01/17 | 123.26 |

County of Adams
Vendor Payment Report

| <u>3031</u> | <u>Transportation Opers & Maint</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|-----------------------------------------|-------------|----------------|-----------------|----------------|---------------|
| | XCEL ENERGY | 00013 | 895773 | 276739 | 05/01/17 | 121.93 |
| | | | | | Account Total | 29,272.58 |
| | Gravel & Recycled Material | | | | | |
| | ALLIED RECYCLE AGGREGATES | 00013 | 896261 | 277141 | 05/04/17 | .06 |
| | | | | | Account Total | .06 |
| | Minor Equipment | | | | | |
| | WAGNER RENTS INC | 00013 | 895860 | 276758 | 05/01/17 | 2,250.00 |
| | | | | | Account Total | 2,250.00 |
| | Operating Supplies | | | | | |
| | CINTAS FIRST AID & SAFETY | 00013 | 895826 | 276758 | 05/01/17 | 24.28 |
| | CINTAS FIRST AID & SAFETY | 00013 | 895827 | 276758 | 05/01/17 | 43.54 |
| | CINTAS FIRST AID & SAFETY | 00013 | 895828 | 276758 | 05/01/17 | 18.47 |
| | CINTAS FIRST AID & SAFETY | 00013 | 895829 | 276758 | 05/01/17 | 24.60 |
| | CINTAS FIRST AID & SAFETY | 00013 | 895840 | 276758 | 05/01/17 | 11.73 |
| | CINTAS FIRST AID & SAFETY | 00013 | 895842 | 276758 | 05/01/17 | 37.59 |
| | CINTAS FIRST AID & SAFETY | 00013 | 895844 | 276758 | 05/01/17 | 25.00 |
| | CINTAS FIRST AID & SAFETY | 00013 | 895846 | 276758 | 05/01/17 | 18.58 |
| | CINTAS FIRST AID & SAFETY | 00013 | 895849 | 276758 | 05/01/17 | 183.04 |
| | CINTAS FIRST AID & SAFETY | 00013 | 895851 | 276758 | 05/01/17 | 28.75 |
| | CINTAS FIRST AID & SAFETY | 00013 | 895853 | 276758 | 05/01/17 | 17.30 |
| | FINELINE GRAPHICS | 00013 | 895863 | 276758 | 05/01/17 | 136.00 |
| | FINELINE GRAPHICS | 00013 | 895864 | 276758 | 05/01/17 | 245.52 |
| | POLAR REFRIGERATION COMPANY | 00013 | 895856 | 276758 | 05/01/17 | 313.94 |
| | 3M COMPANY | 00013 | 895866 | 276758 | 05/01/17 | 165.00 |
| | 3M COMPANY | 00013 | 895867 | 276758 | 05/01/17 | 1,703.25 |
| | | | | | Account Total | 2,996.59 |
| | Repair & Maint Supplies | | | | | |
| | SAFETY & CONSTRUCTION SUPPLY | 00013 | 895861 | 276758 | 05/01/17 | 300.92 |
| | | | | | Account Total | 300.92 |
| | Telephone | | | | | |
| | SPRINT | 00013 | 895855 | 276758 | 05/01/17 | 75.98 |
| | | | | | Account Total | 75.98 |
| | Uniforms & Cleaning | | | | | |
| | ESSENTIAL SAFETY PRODUCTS | 00013 | 895862 | 276758 | 05/01/17 | 330.12 |

County of Adams
Vendor Payment Report

| <u>3031</u> | <u>Transportation Opers & Maint</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|-----------------------------------------|-------------|----------------|-----------------|------------------|------------------|
| | | | | | Account Total | 330.12 |
| | | | | | Department Total | <u>37,467.25</u> |

County of Adams
Vendor Payment Report

| <u>3055</u> | <u>Transportation Streets Program</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|---------------------------------------|-------------|----------------|-----------------|------------------|----------------------|
| | Traffic Signal Maintenance | | | | | |
| | TRAFFIC SIGNAL CONTROLS INC | 00013 | 895865 | 276758 | 05/01/17 | <u>350.00</u> |
| | | | | | Account Total | <u>350.00</u> |
| | | | | | Department Total | <u><u>350.00</u></u> |

County of Adams
Vendor Payment Report

| <u>9291</u> | <u>Veterans Service Office</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-------------|--------------------------------|-------------|----------------|-----------------|------------------|----------------------|
| | Mileage Reimbursements | | | | | |
| | SHEETZ ROBERT J | 00001 | 896496 | 277408 | 05/09/17 | <u>149.80</u> |
| | | | | | Account Total | <u>149.80</u> |
| | | | | | Department Total | <u><u>149.80</u></u> |

County of Adams
Vendor Payment Report

| <u>97800</u> | <u>Wagner-Peyser</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|--------------|------------------------|-------------|----------------|-----------------|------------------|---------------|
| | Mileage Reimbursements | | | | | |
| | BANKS RACHEL | 00035 | 896022 | 276929 | 04/30/17 | 93.09 |
| | BERNAL JUAN FELIPE | 00035 | 896023 | 276929 | 04/30/17 | 44.94 |
| | DABIT SANA | 00035 | 896026 | 276929 | 04/30/17 | 18.19 |
| | JAMES TRUDY | 00035 | 896035 | 276929 | 04/30/17 | 49.76 |
| | KERR CRISTINE | 00035 | 896038 | 276929 | 04/30/17 | 6.96 |
| | PARRA ALDO | 00035 | 896046 | 276929 | 04/30/17 | 117.70 |
| | | | | | Account Total | 330.64 |
| | | | | | Department Total | 330.64 |

County of Adams
Vendor Payment Report

| <u>97803</u> | <u>Wagner-Peyser Migrant Seasonal</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|--------------|---------------------------------------|-------------|----------------|-----------------|------------------|---------------------|
| | Mileage Reimbursements | | | | | |
| | RODRIGUEZ SONIA | 00035 | 896052 | 276929 | 04/30/17 | <u>59.92</u> |
| | | | | | Account Total | <u>59.92</u> |
| | | | | | Department Total | <u><u>59.92</u></u> |

County of Adams
Vendor Payment Report

| <u>25</u> | <u>Waste Management Fund</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-----------|------------------------------|-------------|----------------|-----------------|------------------|-------------------------|
| | Received not Vouchered Clrg | | | | | |
| | QUANTUM WATER CONSULTING | 00025 | 896480 | 277401 | 05/09/17 | 14,394.35 |
| | | | | | Account Total | <u>14,394.35</u> |
| | | | | | Department Total | <u><u>14,394.35</u></u> |

County of Adams
Vendor Payment Report

| <u>35</u> | <u>Workforce & Business Center</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|-----------|----------------------------------------|-------------|----------------|-----------------|------------------|------------------------|
| | Received not Vouchered Clrg | | | | | |
| | COMPUTER SYSTEMS DESIGN | 00035 | 896240 | 277124 | 05/04/17 | <u>4,800.00</u> |
| | | | | | Account Total | <u>4,800.00</u> |
| | | | | | Department Total | <u><u>4,800.00</u></u> |

County of Adams
Vendor Payment Report

| <u>99600</u> | <u>WBC Admin Pool</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|--------------|-----------------------|-------------|----------------|-----------------|------------------|----------------------|
| | Other Communications | | | | | |
| | CENTURYLINK | 00035 | 896058 | 276938 | 05/03/17 | <u>776.78</u> |
| | | | | | Account Total | <u>776.78</u> |
| | | | | | Department Total | <u><u>776.78</u></u> |

County of Adams
Vendor Payment Report

| <u>99806</u> | <u>WIA & Wag/Pey Shared Prog Cost</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|--------------|-------------------------------------------|-------------|----------------|-----------------|------------------|---------------|
| | Mileage Reimbursements | | | | | |
| | GLASSER NOELLE | 00035 | 896030 | 276929 | 04/30/17 | 112.89 |
| | PARRIOTT JOEL | 00035 | 896047 | 276929 | 04/30/17 | 40.66 |
| | POST REBECCA | 00035 | 896051 | 276929 | 04/30/17 | 73.83 |
| | | | | | Account Total | 227.38 |
| | Travel & Transportation | | | | | |
| | GLASSER NOELLE | 00035 | 896030 | 276929 | 04/30/17 | 25.60 |
| | POST REBECCA | 00035 | 896051 | 276929 | 04/30/17 | 14.50 |
| | | | | | Account Total | 40.10 |
| | | | | | Department Total | 267.48 |

County of Adams
Vendor Payment Report

| <u>99802</u> | <u>WIA AD & DLW Shared Pgm Costs</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|--------------|------------------------------------------|-------------|----------------|-----------------|------------------|---------------------|
| | Mileage Reimbursements | | | | | |
| | OLSEN KATHRYN | 00035 | 896044 | 276929 | 04/30/17 | <u>10.17</u> |
| | | | | | Account Total | <u>10.17</u> |
| | | | | | Department Total | <u><u>10.17</u></u> |

County of Adams
Vendor Payment Report

| <u>97700</u> | <u>WIA DLW PROGRAM</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|--------------|------------------------|-------------|----------------|-----------------|------------------|---------------------|
| | Mileage Reimbursements | | | | | |
| | GONZALEZ JEANETTE | 00035 | 896032 | 276929 | 04/30/17 | <u>38.52</u> |
| | | | | | Account Total | <u>38.52</u> |
| | | | | | Department Total | <u><u>38.52</u></u> |

County of Adams
Vendor Payment Report

| <u>97500</u> | <u>WIA YOUTH OLDER</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|--------------|------------------------|-------------|----------------|-----------------|------------------|---------------|
| | Mileage Reimbursements | | | | | |
| | AGUINIGA CAROL | 00035 | 896020 | 276929 | 04/30/17 | 19.26 |
| | CLARK RYNE | 00035 | 896025 | 276929 | 04/30/17 | 67.41 |
| | ELLIS CHARLES | 00035 | 896028 | 276929 | 04/30/17 | 32.63 |
| | HUTCHINS ATHENAS | 00035 | 896034 | 276929 | 04/30/17 | 28.36 |
| | KERR CRISTINE | 00035 | 896038 | 276929 | 04/30/17 | 13.37 |
| | KERR CRISTINE | 00035 | 896038 | 276929 | 04/30/17 | 10.17 |
| | MENDOZA MICHELLE | 00035 | 896043 | 276929 | 04/30/17 | 18.19 |
| | MENDOZA MICHELLE | 00035 | 896043 | 276929 | 04/30/17 | 5.35 |
| | SCHAGER BRETT | 00035 | 896054 | 276929 | 04/30/17 | 69.02 |
| | SCHAGER BRETT | 00035 | 896054 | 276929 | 04/30/17 | 70.62 |
| | | | | | Account Total | 334.38 |
| | Supp Svcs-Incentives | | | | | |
| | ARELLANO SOMMER | 00035 | 896055 | 276938 | 05/03/17 | 100.00 |
| | ROCHA KIRSTEN M | 00035 | 896057 | 276938 | 05/03/17 | 100.00 |
| | | | | | Account Total | 200.00 |
| | | | | | Department Total | 534.38 |

County of Adams
Vendor Payment Report

| <u>97400</u> | <u>WIA YOUTH YOUNGER</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|--------------|--------------------------|-------------|----------------|-----------------|------------------|---------------------|
| | Mileage Reimbursements | | | | | |
| | AGUINIGA CAROL | 00035 | 896020 | 276929 | 04/30/17 | 15.52 |
| | ELLIS CHARLES | 00035 | 896028 | 276929 | 04/30/17 | 44.41 |
| | SCHAGER BRETT | 00035 | 896054 | 276929 | 04/30/17 | 14.98 |
| | | | | | Account Total | <u>74.91</u> |
| | | | | | Department Total | <u><u>74.91</u></u> |

County of Adams
Vendor Payment Report

| <u>99700</u> | <u>WIB Expenses</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|--------------|----------------------|-------------|----------------|-----------------|------------------|---------------------|
| | Other Communications | | | | | |
| | CENTURYLINK | 00035 | 896058 | 276938 | 05/03/17 | <u>50.91</u> |
| | | | | | Account Total | <u>50.91</u> |
| | | | | | Department Total | <u><u>50.91</u></u> |

County of Adams
Vendor Payment Report

| <u>99807</u> | <u>Youth Shared Prgrm Direct Cost</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|--------------|---------------------------------------|-------------|----------------|-----------------|------------------|---------------|
| | Mileage Reimbursements | | | | | |
| | ELLIS CHARLES | 00035 | 896028 | 276929 | 04/30/17 | 24.08 |
| | HUTCHINS ATHENAS | 00035 | 896034 | 276929 | 04/30/17 | 10.70 |
| | MENDOZA MICHELLE | 00035 | 896043 | 276929 | 04/30/17 | 17.12 |
| | SCHAGER BRETT | 00035 | 896054 | 276929 | 04/30/17 | 63.13 |
| | | | | | Account Total | 115.03 |
| | | | | | Department Total | 115.03 |

County of Adams
Vendor Payment Report

| <u>99200</u> | <u>10% Discretionary Grant (CIMS)</u> | <u>Fund</u> | <u>Voucher</u> | <u>Batch No</u> | <u>GL Date</u> | <u>Amount</u> |
|--------------|---------------------------------------|-------------|----------------|-----------------|------------------|---------------------|
| | Travel & Transportation | | | | | |
| | NOBLE PHILLIPP | 00035 | 896056 | 276938 | 05/03/17 | <u>68.44</u> |
| | | | | | Account Total | <u>68.44</u> |
| | | | | | Department Total | <u><u>68.44</u></u> |

County of Adams
Vendor Payment Report

Grand Total 921,372.76

**MINUTES OF COMMISSIONERS' PROCEEDINGS FOR
TUESDAY, MAY 16, 2017**

1. ROLL CALL (09:10 AM)

Present: All Commissioners present.

Excused:

2. PLEDGE OF ALLEGIANCE (09:10 AM)

3. MOTION TO APPROVE AGENDA (09:10 AM)

Motion to Approve 3. MOTION TO APPROVE AGENDA with switching the order of the proclamations under Awards/Presentations Moved by Mary Hodge, seconded by Erik Hansen, unanimously carried.

4. AWARDS AND PRESENTATIONS (09:11 AM)

A. 17-357 Proclamation of May 2017 as Youth Leadership Month (09:11 AM)

B. 17-372 Proclamation Thanking Adams City High School Student Volunteers for Their Service (09:34 AM)

5. PUBLIC COMMENT (09:35 AM)

A. Citizen Communication

A total of 30 minutes is allocated at this time for public comment and each speaker will be limited to 3 minutes. If there are additional requests from the public to address the Board, time will be allocated at the end of the meeting to complete public comment. The chair requests that there be no public comment on issues for which a prior public hearing has been held before this Board.

B. Elected Officials' Communication (09:36 AM)

6. CONSENT CALENDAR (09:37 AM)

A. 17-358 List of Expenditures Under the Dates of May 1-4, 2017

B. 17-360 Minutes of the Commissioners' Proceedings from May 9, 2017

C. 17-363 Adams County Treasurer's Summary April 1-30, 2017

D. 17-349 Resolution Approving Ambulance Service License for Thornton Fire Department

E. 17-350 Resolution Accepting a Utility Easement Conveyed to Adams County from Berkeley Estates, LLC, and Sonrisa Holding, LLC, for Non-Exclusive Utility Purposes

F. 17-352 Resolution to Establish Two Alternate Board Member Positions for the Adams County Board of Fire Code Appeals

G. 17-356 Resolution Appointing Thom Stanfield as a Member of the District Plan Commission

H. 17-359 Resolution Approving Intergovernmental Agreement between Adams County and Colorado Judicial Department for the Adams County Justice Center--Phase II Build Out

Motion to Approve 6. CONSENT CALENDAR Moved by Steve O'Dorisio, seconded by Erik Hansen, unanimously carried.

7. NEW BUSINESS (09:37 AM)

A. COUNTY MANAGER

B. COUNTY ATTORNEY

8. LAND USE HEARINGS (09:37 AM)

A. Cases to be Heard

1. 17-371 RCU2016-00025 Asphalt Specialties (09:38 AM)

Motion to Approve Continuing 1. 17-371 RCU2016-00025 Asphalt Specialties to May 23, 2017 Moved by Mary Hodge, seconded by Steve O'Dorisio, unanimously carried.

9. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE



PUBLIC HEARING AGENDA ITEM

| |
|------------------------------------------------------------------------------------------------------------------------|
| DATE OF PUBLIC HEARING: May 23, 2017 |
| SUBJECT: Metro Wastewater Easements on Adams County Open Space |
| FROM: Aaron Clark, Natural Resource Specialist |
| AGENCY/DEPARTMENT: Parks & Open Space |
| HEARD AT STUDY SESSION ON : N/A |
| AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO |
| RECOMMENDED ACTION: That the Board of County Commissioners approves the grant of easements to Metro Wastewater. |

BACKGROUND:

Metro Wastewater is conducting habitat improvement work in the South Platte River in the area of the County's 88th Avenue Open Space property. Habitat construction requires that ADCO grant permission to enter the property and an easement to perform the work. Metro Wastewater has requested a right-of-entry agreement and a habitat improvement easement.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Parks & Open Space, Metro Wastewater Reclamation District

ATTACHED DOCUMENTS:

Permission to Enter Property and Right of Entry Agreement
Non-Exclusive Habitat Improvement Easement Agreement
Resolution to Approve Right of Entry Agreement and Habitat Improvement Easement

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

| |
|---------------------|
| Fund: |
| Cost Center: |

| | Object Account | Subledger | Amount |
|----------------------------------------------------|-----------------------|------------------|---------------|
| Current Budgeted Revenue: | | | |
| Additional Revenue not included in Current Budget: | | | |
| Total Revenues: | | | <hr/> <hr/> |

| | Object Account | Subledger | Amount |
|-------------------------------------------------------------|-----------------------|------------------|---------------|
| Current Budgeted Operating Expenditure: | | | |
| Add'l Operating Expenditure not included in Current Budget: | | | |
| Current Budgeted Capital Expenditure: | | | |
| Add'l Capital Expenditure not included in Current Budget: | | | |
| Total Expenditures: | | | <hr/> <hr/> |

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

RESOLUTION APPROVING A HABITAT IMPROVEMENT EASEMENT
AND RIGHT OF ENTRY AGREEMENT FROM ADAMS COUNTY TO THE
METRO WASTEWATER RECLAMATION DISTRICT

WHEREAS, the Metro Wastewater Reclamation District (“Metro Wastewater”) wishes to construct aquatic habitat improvements in the South Platte River; and,

WHEREAS, construction of the habitat improvements will require the construction of facilities and infrastructure on property owned by Adams County (“County”); and,

WHEREAS, Metro Wastewater has requested that the County participate in a Right of Entry Agreement and grant a Habitat Improvement Easement in order to allow for the habitat improvement construction; and,

WHEREAS, County wishes to grant the requested Habitat Improvement Easement and Right of Entry to Metro Wastewater.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Right of Entry Agreement and Habitat Improvement Easement from Adams County to Metro Wastewater are hereby approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners is authorized to sign the Agreement and the Easement on behalf of Adams County.

PERMISSION TO ENTER PROPERTY AND RIGHT OF ENTRY AGREEMENT

Property Address/Location:

SW ¼ of Section 19 and W ½ of SE ¼, Section 19, T2S, R67W, Adams County, Colorado and more particularly described in attached Exhibit A (Property)

Property Owner(s) or Authorized Representative:

County of Adams, State of Colorado (County)

Lessee(s) if applicable:

Metro Wastewater Reclamation District (Metro)

For the sum of \$ 10.00, which amount constitutes good and sufficient consideration for the rights granted herein, the receipt of which is acknowledged, the County hereby grant(s) permission to Metro, its contractors, agents, employees and all others deemed necessary by Metro to enter the Property, on one or more occasions, in order to perform the following described work and related activities from May 1, 2017 through December 31, 2019

DESCRIPTION OF PROPOSED WORK

- Perform land surveying activities including: recovery of and measurements to horizontal and vertical survey marks; topographic surveys which includes the modeling of ground terrain and measuring and mapping of physical features; the placement of temporary survey stakes or project control markers; and marking underground utilities and coordinating with subcontractors and utility locators (if any), using temporary paint, flags, and/or stakes for the purpose of surveying locations. At the request of the County, all temporary markers, stakes, etc. will be removed from premises upon completion of surveys.
- Stage materials and equipment on the Property for use in constructing improvements on other areas outside of the Property per plans approved by the County. Metro shall return the surface of the Property to its original or better condition as it was before entry onto the Property. The ground surface shall be revegetated and maintained for a period of one year after seeding or until surface has established vegetation capable of preventing erosion, whichever period is longer

Entry onto the Property provided by this Agreement is at the sole liability of Metro and Metro shall be responsible for any injury or damage (including any personal injury, death or damage to property) which is caused by such entry or use.

The parties hereto agree that: 1) nothing herein shall make the County responsible for the payment of any professional fees or contractor charges for any work undertaken by Metro; 2) Metro shall not permit any mechanic's liens to be recorded against the Property by its contractors performing work on the Property; and 3) the parties' rights, remedies and responsibilities with respect to Metro's entry onto, and activities associated with the Property are to be governed and limited by this Agreement.

Metro shall notify the County at least forty-eight (48) hours prior to any entry onto the Property, and be allowed to place a lock on one or more access points to allow entry of Metro and contractor personnel.

The benefits, burdens, and terms and obligations of this Agreement shall extend to and be binding upon the successors or assigns of the parties.

GRANTOR:

BOARD OF COUNTY COMMISSIONERS,
OF THE COUNTY OF ADAMS, STATE OF
COLORADO

Chair

APPROVED AS TO FORM:

Adams County Attorney's Office

ATTEST:
STAN MARTIN
CLERK AND RECORDER

Deputy Clerk

Metro Wastewater Reclamation District:

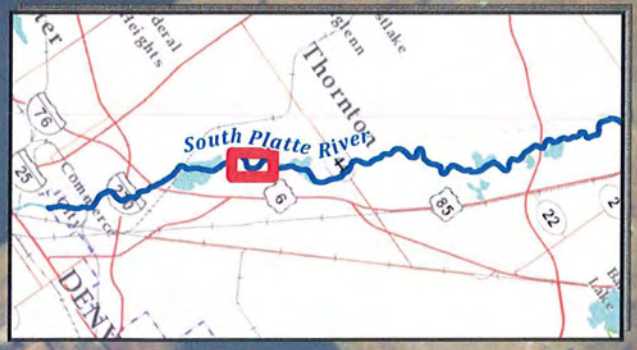
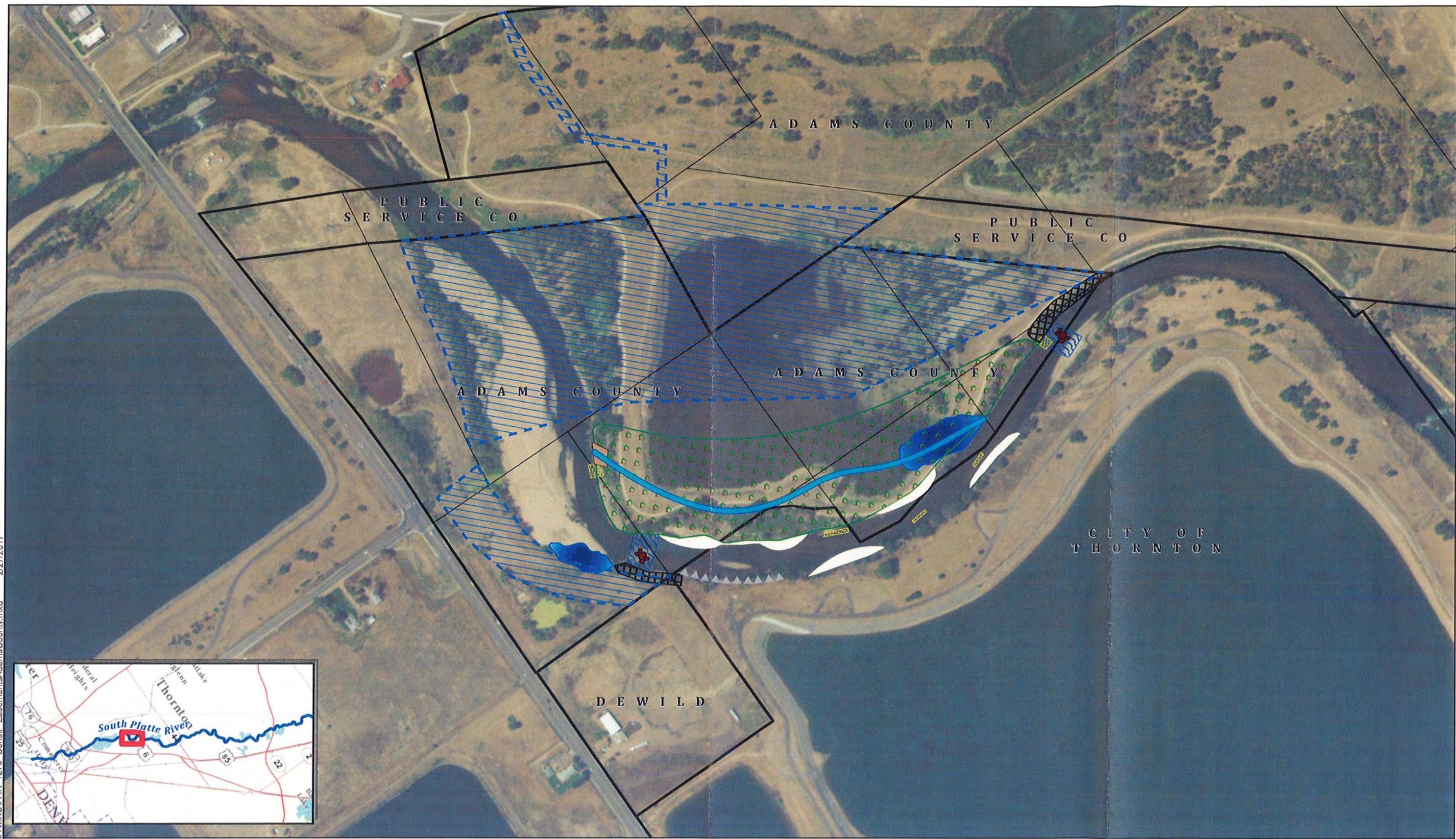
MC Catherine R. Gerali
Signature

April 25, 2017
Date

Catherine R. Gerali
Print Name

District Manager
Title

J:\112801-PAR1275-Phase4\WXDIPAR_1275_Constr_Easements\AdamsCounty.mxd 2/27/2017



Parcel Boundaries
 Adams County Access Area
 BoulderCluster
 Secondary Channel
 Spur Dikes
 Constructed Riffle
 Backwater Pond
 Snag or Woody Debris
 Regrade and Vegetate
 Bank Protection
 Inlet Weir
 Constructed Gravel Bar

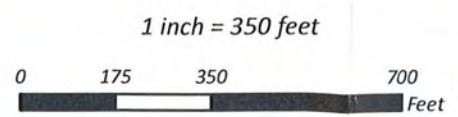


EXHIBIT A



NON-EXCLUSIVE HABITAT IMPROVEMENT EASEMENT AGREEMENT

THIS AGREEMENT, made effective as of _____, 2017, between the BOARD OF COUNTY COMMISSIONERS OF ADAMS COUNTY, a body politic organized under and existing by virtue of the State of Colorado, whose address is 4430 South Adams County Parkway, Brighton, Colorado 80601 (the "Country" or "Grantor"), and METRO WASTEWATER RECLAMATION DISTRICT, a public body politic and corporate, and a quasi-municipal corporation, and political subdivision of the State of Colorado (the "District" or "Grantee"), whose legal address is 6450 York Street, Denver, Colorado 80229.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged, Grantor hereby grants to the District, its successors, and assigns, the permanent and non-exclusive right to enter, re-enter, occupy, and use the property situate in the County of Adams, State of Colorado, and more fully described on Exhibit A attached hereto and incorporated herein by reference (the "Property"), to construct, install, inspect, monitor, maintain, repair, renew, substitute, replace, remove, and operate certain river habitat improvement structures and improvements, including without limitation tree and wetland plantings, boulder clusters, riffles, drop structures, pools, re-channeling, embankment fill and other protection works, and other reasonably necessary similar improvements and facilities, as determined by the District in, through, over, and across the Property.

THE PARTIES MUTUALLY COVENANT AND AGREE as follows:

1. The District shall have and may exercise the right of ingress and egress in, over, through, and across the Property for any purpose needful for the full enjoyment of any right of occupancy or use provided for herein. The District shall not unreasonably interfere with the Grantor's use and maintenance of its public trails and open space amenities. The District's activity shall comply with the terms of any permit(s) or approval(s) required for the District's installation, use, and maintenance of its facilities.
2. Grantor further grants to the District the right of ingress and egress from the Property over and across any adjacent lands of Grantor by means of roads and lanes thereon, if such there be; otherwise by such route or routes as shall occasion of the least practical damage and inconvenience to Grantor.
3. Grantor shall neither cause nor authorize the construction or placement of any new structure or building, street light, power pole, yard light, well, or reservoir on any part of the Property without prior written approval from the District, which approval shall not be unreasonably withheld, conditioned, or delayed. Improvements existing as of the date hereof which do not unreasonably interfere with the purposes of this easement as stated above, which are disturbed or destroyed by the District in the exercise of its rights hereunder, shall be replaced by the district to their original condition and location unless it interferes with District facilities. Should existing fencing interfere with District facilities, an alternate location for the fencing shall be agreed upon by both parties, and the existing fence shall be relocated to the mutually agreed upon location. Grantor shall not construct or install new fencing that would impair the ability of the District to exercise the rights herein granted. Grantor will, at Grantor's expense, move any vehicles, equipment, or other personal property stored

on the Property after the date of this Agreement, including new utility installations not conforming to Paragraph 7 hereof, may be removed by the District at Grantor's expense without liability to the District for damages.

4. The Grantor shall provide to the District all information within its possession or control about past and currently existing environmental contamination on the Property, if any. Such information, if any exists and is known to Grantor, shall include but not be limited to any environmental studies, reports, samples, agreements, liens, citations, notices, letters, as well as information related to any remediation work that has been done, is ongoing, or is planned to occur for the Property.
5. Any trails, utility facilities, or other improvements located on the Property and owned by Grantor that are damaged or disturbed by the District's activity shall be repaired, relocated, and/or replaced by the District as necessary.
6. Grantor retains the right to the undisturbed use and occupancy of the Property, insofar as such use and occupancy are subject to the restrictions of Paragraph 3, and are consistent with and do not impair any grant herein contained.
7. Grantor may authorize other public utilities, such as water, storm sewer, gas, electric, and telephone to be installed on the Property, as the same may then be free from the rights so abandoned or released, and shall own all material and structures of the District so abandoned or released, but nothing herein shall be construed as working a forfeiture or abandonment of any interest derived hereunder and not owned by the District at the time of the abandonment or release of the District's rights. In the absence of such express written abandonment as provided for herein, abandonment or cessation of the use of its facilities located on or under the Property by the District shall not constitute an abandonment of its rights under this Agreement.
8. If the District, by written instrument, abandons or releases its rights herein granted and the Grantor shall hold the Property, as the same may then be, free from the rights so abandoned or released and shall own all material and structures of the District so abandoned or released, but nothing herein shall be construed as working a forfeiture or abandonment of any interest derived hereunder and not owned by the District at the time of the abandonment or release of the District's rights. In the absence of such express written abandonment as provided for herein, abandonment or cessation of the use of its facilities located on or under the Property by the District shall not constitute an abandonment of its rights under this Agreement.
9. Grantor warrants that it has full right and lawful authority to make the grant herein contained and, subject to existing rights, easements, and other conditions affecting the Property, promises and agrees to defend the District in the exercise of its rights hereunder against any defect in Grantor's title to the Property, and against any defect in Grantor's right to make said grant.
10. The benefits and burdens of this Agreement shall run with the Property, and inure to and be binding upon, the respective legal representatives, heirs, executors, administrators, successors, and assigns of the parties hereto.

11. Not less than fourteen (14) days prior to its initial entry onto the Property for the purpose of constructing or replacing its facilities within the Property, the District will provide a copy of its construction plans to Grantor for review of possible impacts to the Property. Prior to any such entry or activity by the District, and at all times during such construction, repair, or replacement work, the District shall require any contractor engaged by it to perform such work to obtain, maintain, and provide written Certificate(s) of Insurance of and for a policy or policies of commercial general liability insurance for the Property and the District's activities hereunder, designating the County as an additional insured. Further, to the extent of its lawful authority and to the extent caused by a negligent act or omission of the District, the District agrees to defend and hold Grantor harmless against any and all claims arising out of the exercise by the District of its rights hereunder, but not for claims based upon alleged negligent or wrongful acts or omissions of Grantor. The district does not by this provision intend to waive or release any of the limitations or protections available to it under the provisions of the Colorado Governmental Immunity Act, §§24-10-101 *et seq.*, or any other limitation, protection or defense otherwise available to it under Colorado law.

12. Should any one or more provisions of this Agreement be judicially determined invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of this Agreement, the intent being that the various sections and provisions hereof are severable.

13. This Agreement, together with any permit(s) or approval(s) required for the District's installation, use, and maintenance of its facilities, shall govern the District's access, construction, maintenance, and use of the Property, and there are no additional or different oral representations, promises, or agreements affecting the subject matter of this instrument.

IN WITNESS WHEREOF the parties have executed this instrument as of the day and year first above written.

GRANTOR:

BOARD OF COUNTY COMMISSIONERS,
OF THE COUNTY OF ADAMS, STATE OF
COLORADO

Chair

APPROVED AS TO FORM:

Adams County Attorney's Office

ATTEST:
STAN MARTIN
CLERK AND RECORDER

Deputy Clerk

ACCEPTED:

METRO WASTEWATER RECLAMATION
DISTRICT

By:

Catherine R. Gerali
Catherine R. Gerali, District Manager
Apr: 1 25, 2017

APPROVED AS TO FORM:

By: Mickey Conroy
District General Counsel

LOCATED IN SECTION 19, TOWNSHIP 2 SOUTH,
RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO

AN EASEMENT FOR HABITAT IMPROVEMENT PURPOSES OVER AND ACROSS A PORTION OF A PARCEL OF LAND LOCATED IN SECTION 19, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


CONSIDERING THE WEST LINE OF THE SOUTHEAST QUARTER TO BEAR NORTH 00°32'40" EAST, A DISTANCE OF 2573.67 FEET BETWEEN THE SOUTH QUARTER CORNER OF SAID SECTION 19, BEING A FOUND ALUMINUM POST WITH 3 1/4" ALUMINUM CAP IN RANGE BOX "T2S R67W 6PM SEC 19 1/4 SEC 30 2010 PLS 34977 AND THE CENTER QUARTER CORNER SECTION 19, BEING A FOUND #6 REBAR WITH A 2 1/2" ALUMINUM CAP "GREENHORNE & OMARA INC S19 T2S R67W C 1/4 1994 PLS 28656", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT SAID CENTER QUARTER CORNER; THENCE N85°57'07"E, A DISTANCE OF 642.66 FEET TO A POINT ON THE SOUTHEAST LINE OF A PARCEL AS DESCRIBED IN THE RECORDS OF ADAMS COUNTY, RECORDED ON AUGUST 27, 1962 AT RECEPTION NO. 72447 AND THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTHEAST LINE, NORTH 40°45'03" EAST, A DISTANCE OF 40.96 FEET TO A POINT ON THE EAST LINE OF LOT 5 OF COOLEY GRAVEL PIT AS DESCRIBED IN THE RECORDS OF ADAMS COUNTY, RECORDED ON JUNE 18, 1974, AT FILE 14 PAGE 138 AND THE WESTERLY LINE CITY OF THORNTON PROPERTY AS DESCRIBED IN THE RECORDS OF ADAMS COUNTY, RECORDED ON DECEMBER 12, 2000 AT BOOK 6360 PAGES 422-428;
THENCE ALONG SAID EAST AND WEST LINES SOUTH 11°37'52" WEST, A DISTANCE OF 56.21 FEET TO THE NORTHEAST CORNER OF PARCEL E AS DESCRIBED IN THE RECORDS OF ADAMS COUNTY, RECORDED ON DECEMBER 31, 2003 AT RECEPTION NO. C1259596;
THENCE ALONG SAID EAST LINE, SOUTH 21°02'18" EAST, A DISTANCE OF 686.91 FEET TO THE NORTHEAST CORNER OF LOT 3 OF SAID SUBDIVISION;
THENCE ALONG SAID EAST LINE OF SAID LOT 3, SOUTH 16°06'42" EAST, A DISTANCE OF 66.98 FEET;
THENCE SOUTH 01°11'21" EAST, A DISTANCE OF 240.61 FEET;
THENCE SOUTH 13°26'02" EAST, A DISTANCE OF 183.44 FEET;
THENCE SOUTH 06°58'04" WEST, A DISTANCE OF 166.21 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3;
THENCE ALONG THE SOUTH LINE OF SAID LOT 3, SOUTH 88°51'40" WEST, A DISTANCE OF 161.09 FEET TO THE NORTHEAST CORNER OF PARCEL D OF SAID RECEPTION NO. C1259596;
THENCE ALONG THE EAST LINE OF SAID PARCEL D, SOUTH 30°39'10" WEST, A DISTANCE OF 80.23 FEET;
THENCE SOUTH 42°54'40" WEST, A DISTANCE OF 81.27 FEET;
THENCE SOUTH 29°01'20" WEST, A DISTANCE OF 91.00 FEET TO A POINT ON THE EAST LINE OF LOT 1 OF SAID COOLEY GRAVEL PIT;



THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

| | | | |
|----------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|------------------------------------------------------------------|
| Dwg. <u>T. COLVIN</u> Ckd. <u>JZG/BOL/NBV</u> App. _____ |  METRO WASTEWATER RECLAMATION DISTRICT | EXHIBIT A PARCEL SPRS-023 SOUTH PLATTE RIVER SYSTEM | DATE: APRIL 4, 2017 DWG. NO. 15-67,368 (4) SH 1 OF 3 |
|----------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|------------------------------------------------------------------|

LOCATED IN SECTION 19, TOWNSHIP 2 SOUTH,
 RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
 COUNTY OF ADAMS, STATE OF COLORADO

THENCE ALONG SAID EAST LINE, SOUTH 00°20'45" WEST, A DISTANCE OF 442.34 FEET;
 THENCE LEAVING THE WESTERLY LINE OF SAID THORNTON PROPERTY AND ALONG THE EAST
 LINE OF LOT 2 OF COOLEY GRAVEL PIT 4TH FILING AS DESCRIBED IN THE RECORDS OF
 ADAMS COUNTY, RECORDED ON OCTOBER 31, 1986 AT MAP FILE 16 PAGE 483, SOUTH
 00°20'45" WEST, A DISTANCE OF 55.15 FEET;
 THENCE LEAVING SAID EAST LINE AND ACROSS SAID LOT 2, SOUTH 44°11'41" WEST, A
 DISTANCE OF 239.64 FEET;
 THENCE SOUTH 51°38'32" WEST, A DISTANCE OF 87.22 FEET;
 THENCE SOUTH 57°21'40" WEST, A DISTANCE OF 74.97 FEET;
 THENCE SOUTH 59°01'02" WEST, A DISTANCE OF 35.03 FEET;
 THENCE SOUTH 66°01'07" WEST, A DISTANCE OF 31.11 FEET;
 THENCE SOUTH 77°33'56" WEST, A DISTANCE OF 28.95 FEET;
 THENCE SOUTH 83°14'05" WEST, A DISTANCE OF 45.34 FEET;
 THENCE SOUTH 88°21'55" WEST, A DISTANCE OF 113.11 FEET;
 THENCE SOUTH 89°46'57" WEST, A DISTANCE OF 138.22 FEET;
 THENCE CONTINUING ACROSS SAID LOT 2 AND PARCEL B AS DESCRIBED IN THE RECORDS OF
 ADAMS COUNTY, RECORDED ON DECEMBER 31, 2003 AT RECEPTION NO. C1259596, NORTH
 77°06'35" WEST, A DISTANCE OF 148.58 FEET;
 THENCE ACROSS SAID PARCEL B AND LOT 1 OF SAID COOLEY GRAVEL PIT, NORTH 19°30'03"
 EAST, A DISTANCE OF 604.72 FEET;
 THENCE CONTINUING ACROSS SAID LOT 1 AND LOT 2 OF SAID COOLEY GRAVEL PIT, NORTH
 33°37'41" EAST, A DISTANCE OF 832.80 FEET;
 THENCE CONTINUING ACROSS SAID LOT 2 AND LOTS 4 AND 5 OF SAID COOLEY GRAVEL PIT,
 NORTH 08°45'02" EAST, A DISTANCE OF 1050.24 FEET TO A POINT ON THE SOUTHEAST LINE
 OF SAID PUBLIC SERVICE EASEMENT AND THE POINT OF BEGINNING;

SAID PARCEL CONTAINING 1,040,138 SQ.FT. OR 23.88 ACRES, MORE OR LESS.


I, JOHN B. GUYTON, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY
 STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS EASEMENT DESCRIPTION AND
 ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY
 RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND IS NOT INTENDED TO
 REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE
 STATUTE.



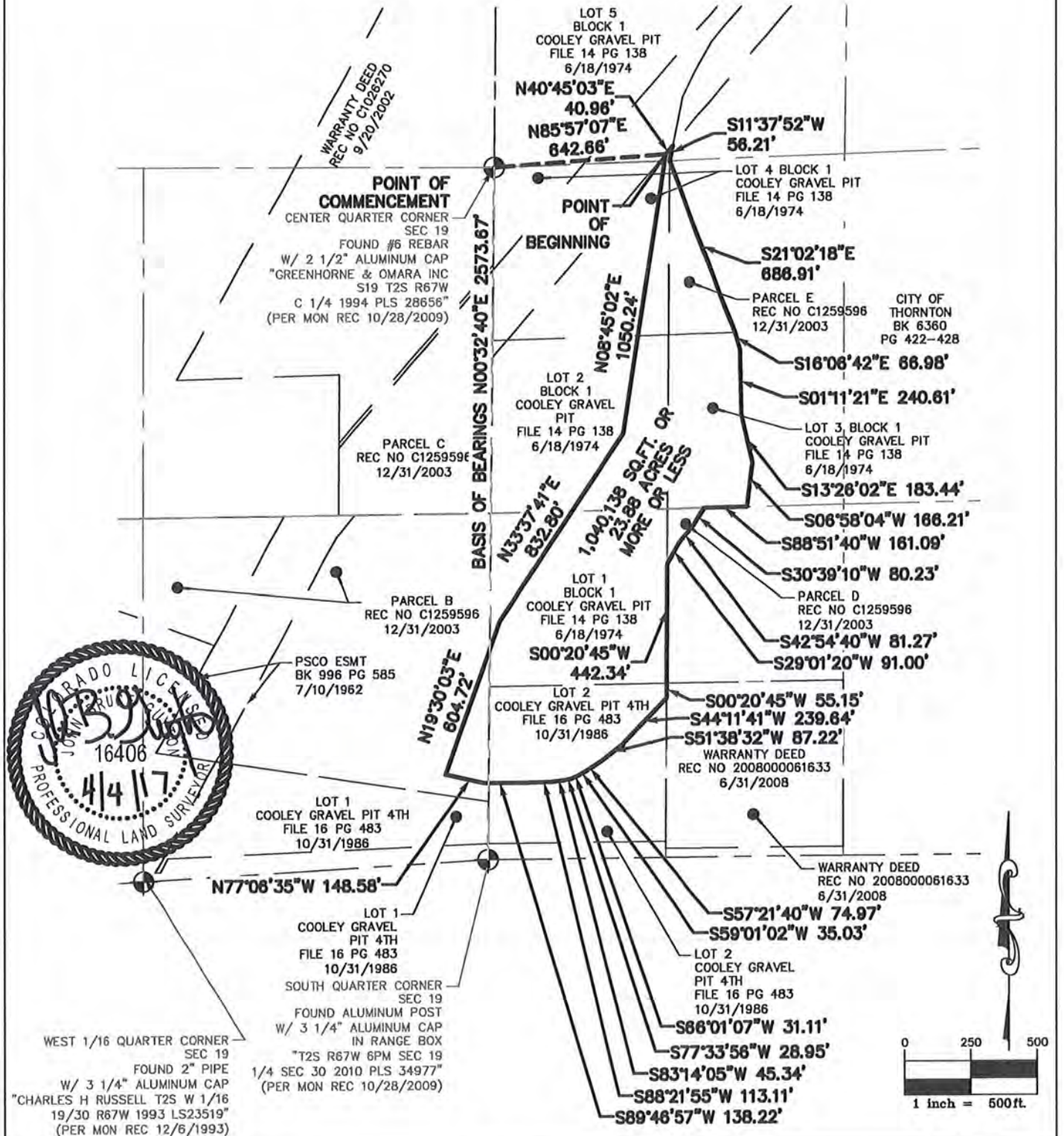
JOHN B. GUYTON
 COLORADO P.L.S. #16406
 CHAIRMAN/CEO, FLATIRONS, INC.

SI JOB NO. 15-67,368

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 INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

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|----------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|------------------------------------------------------------------|
| Dwg. <u>T. COLVIN</u> Ckd. <u>JZG/BOL/NBV</u> App. _____ |  METRO WASTEWATER RECLAMATION DISTRICT | EXHIBIT A PARCEL SPRS-023 SOUTH PLATTE RIVER SYSTEM | DATE: APRIL 4, 2017 DWG. NO. 15-67,368 (4) SH 2 OF 3 |
|----------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|------------------------------------------------------------------|

LOCATED IN SECTION 19, TOWNSHIP 2 SOUTH,
RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO



Dwg. T. COLVIN
Ckd. JZG/BOL/NBV
App. _____

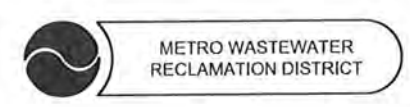


EXHIBIT A
PARCEL SPRS-023
SOUTH PLATTE RIVER SYSTEM

DATE:
APRIL 4, 2017
DWG. NO.
15-67,368 (4)
SH 3 OF 3

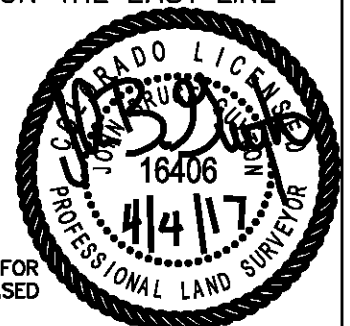
**LOCATED IN SECTION 19, TOWNSHIP 2 SOUTH,
RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO**

AN EASEMENT FOR HABITAT IMPROVEMENT PURPOSES OVER AND ACROSS A PORTION OF A PARCEL OF LAND LOCATED IN SECTION 19, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


CONSIDERING THE WEST LINE OF THE SOUTHEAST QUARTER TO BEAR NORTH 00°32'40" EAST, A DISTANCE OF 2573.67 FEET BETWEEN THE SOUTH QUARTER CORNER OF SAID SECTION 19, BEING A FOUND ALUMINUM POST WITH 3 1/4" ALUMINUM CAP IN RANGE BOX "T2S R67W 6PM SEC 19 1/4 SEC 30 2010 PLS 34977 AND THE CENTER QUARTER CORNER SECTION 19, BEING A FOUND #6 REBAR WITH A 2 1/2" ALUMINUM CAP "GREENHORNE & OMARA INC S19 T2S R67W C 1/4 1994 PLS 28656", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT SAID CENTER QUARTER CORNER; THENCE N85°57'07"E, A DISTANCE OF 642.66 FEET TO A POINT ON THE SOUTHEAST LINE OF A PARCEL AS DESCRIBED IN THE RECORDS OF ADAMS COUNTY, RECORDED ON AUGUST 27, 1962 AT RECEPTION NO. 72447 AND THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTHEAST LINE, NORTH 40°45'03" EAST, A DISTANCE OF 40.96 FEET TO A POINT ON THE EAST LINE OF LOT 5 OF COOLEY GRAVEL PIT AS DESCRIBED IN THE RECORDS OF ADAMS COUNTY, RECORDED ON JUNE 18, 1974, AT FILE 14 PAGE 138 AND THE WESTERLY LINE CITY OF THORNTON PROPERTY AS DESCRIBED IN THE RECORDS OF ADAMS COUNTY, RECORDED ON DECEMBER 12, 2000 AT BOOK 6360 PAGES 422-428;
 THENCE ALONG SAID EAST AND WEST LINES SOUTH 11°37'52" WEST, A DISTANCE OF 56.21 FEET TO THE NORTHEAST CORNER OF PARCEL E AS DESCRIBED IN THE RECORDS OF ADAMS COUNTY, RECORDED ON DECEMBER 31, 2003 AT RECEPTION NO. C1259596;
 THENCE ALONG SAID EAST LINE, SOUTH 21°02'18" EAST, A DISTANCE OF 686.91 FEET TO THE NORTHEAST CORNER OF LOT 3 OF SAID SUBDIVISION;
 THENCE ALONG SAID EAST LINE OF SAID LOT 3, SOUTH 16°06'42" EAST, A DISTANCE OF 66.98 FEET;
 THENCE SOUTH 01°11'21" EAST, A DISTANCE OF 240.61 FEET;
 THENCE SOUTH 13°26'02" EAST, A DISTANCE OF 183.44 FEET;
 THENCE SOUTH 06°58'04" WEST, A DISTANCE OF 166.21 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3;
 THENCE ALONG THE SOUTH LINE OF SAID LOT 3, SOUTH 88°51'40" WEST, A DISTANCE OF 161.09 FEET TO THE NORTHEAST CORNER OF PARCEL D OF SAID RECEPTION NO. C1259596;
 THENCE ALONG THE EAST LINE OF SAID PARCEL D, SOUTH 30°39'10" WEST, A DISTANCE OF 80.23 FEET;
 THENCE SOUTH 42°54'40" WEST, A DISTANCE OF 81.27 FEET;
 THENCE SOUTH 29°01'20" WEST, A DISTANCE OF 91.00 FEET TO A POINT ON THE EAST LINE OF LOT 1 OF SAID COOLEY GRAVEL PIT;



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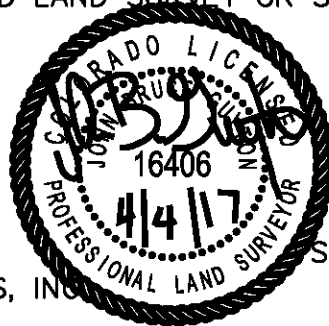
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|----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|------------------------------------------------------------------|
| Dwg. <u>T. COLVIN</u> Ckd. <u>JZG/BOL/NBV</u> App. _____ |  METRO WASTEWATER RECLAMATION DISTRICT | EXHIBIT A PARCEL SPRS-023 SOUTH PLATTE RIVER SYSTEM | DATE: APRIL 4, 2017 DWG. NO. 15-87,368 (4) SH 1 OF 3 |
|----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|------------------------------------------------------------------|

**LOCATED IN SECTION 19, TOWNSHIP 2 SOUTH,
RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO**

THENCE ALONG SAID EAST LINE, SOUTH 00°20'45" WEST, A DISTANCE OF 442.34 FEET;
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 THENCE CONTINUING ACROSS SAID LOT 2 AND PARCEL B AS DESCRIBED IN THE RECORDS OF
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 THENCE CONTINUING ACROSS SAID LOT 1 AND LOT 2 OF SAID COOLEY GRAVEL PIT, NORTH
 33°37'41" EAST, A DISTANCE OF 832.80 FEET;
 THENCE CONTINUING ACROSS SAID LOT 2 AND LOTS 4 AND 5 OF SAID COOLEY GRAVEL PIT,
 NORTH 08°45'02" EAST, A DISTANCE OF 1050.24 FEET TO A POINT ON THE SOUTHEAST LINE
 OF SAID PUBLIC SERVICE EASEMENT AND THE POINT OF BEGINNING;

SAID PARCEL CONTAINING 1,040,138 SQ.FT. OR 23.88 ACRES, MORE OR LESS.


I, JOHN B. GUYTON, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY
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JOHN B. GUYTON
 COLORADO P.L.S. #16406
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|----------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|
| Dwg. <u>T. COLVIN</u> Ckd. <u>JZG/BOL/NBV</u> App. _____ |  <p style="text-align: center;">METRO WASTEWATER RECLAMATION DISTRICT</p> | <p style="text-align: center;">EXHIBIT A</p> <p style="text-align: center;">PARCEL SPRS-023</p> <p style="text-align: center;">SOUTH PLATTE RIVER SYSTEM</p> | DATE: APRIL 4, 2017 DWG. NO. 15-87,368 (4) SH 2 OF 3 |
|----------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|

LOCATED IN SECTION 19, TOWNSHIP 2 SOUTH,
RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO

WARRANTY DEED
REC NO C1029270
9/20/2002

POINT OF COMMENCEMENT
CENTER QUARTER CORNER
SEC 19
FOUND #6 REBAR
W/ 2 1/2" ALUMINUM CAP
"GREENHORNE & OMARA INC
S19 T2S R67W
C 1/4 1994 PLS 28656"
(PER MON REC 10/28/2009)

PARCEL C
REC NO C1259596
12/31/2003

PARCEL B
REC NO C1259596
12/31/2003

PSCO ESMT
BK 996 PG 585
7/10/1962

LOT 1
COOLEY GRAVEL PIT 4TH
FILE 16 PG 483
10/31/1986

N77°06'35"W 148.58'

LOT 1
COOLEY GRAVEL
PIT 4TH
FILE 16 PG 483
10/31/1986

SOUTH QUARTER CORNER
SEC 19
FOUND ALUMINUM POST
W/ 3 1/4" ALUMINUM CAP
IN RANGE BOX
"T2S R67W 6PM SEC 19
1/4 SEC 30 2010 PLS 34977"
(PER MON REC 10/28/2009)

WEST 1/16 QUARTER CORNER
SEC 19
FOUND 2" PIPE
W/ 3 1/4" ALUMINUM CAP
"CHARLES H RUSSELL T2S W 1/16
19/30 R67W 1993 LS23519"
(PER MON REC 12/6/1993)

LOT 5
BLOCK 1
COOLEY GRAVEL PIT
FILE 14 PG 138
6/18/1974

N40°45'03"E
40.98'
N85°57'07"E
642.66'

S11°37'52"W
56.21'

LOT 4 BLOCK 1
COOLEY GRAVEL PIT
FILE 14 PG 138
6/18/1974

S21°02'18"E
686.91'

PARCEL E
REC NO C1259596
12/31/2003

CITY OF
THORNTON
BK 6360
PG 422-428

S16°06'42"E 66.98'

S01°11'21"E 240.61'

LOT 3, BLOCK 1
COOLEY GRAVEL PIT
FILE 14 PG 138
6/18/1974

S13°26'02"E 183.44'

S06°58'04"W 166.21'

S85°51'40"W 161.09'

S30°39'10"W 80.23'

PARCEL D
REC NO C1259596
12/31/2003

S42°54'40"W 81.27'

S29°01'20"W 91.00'

LOT 2
BLOCK 1
COOLEY GRAVEL
PIT
FILE 14 PG 138
6/18/1974

N33°37'41"E
832.80'

1,040.138 SQ.FT. OR
23.88 ACRES OR LESS

LOT 1
BLOCK 1
COOLEY GRAVEL PIT
FILE 14 PG 138
6/18/1974

S00°20'45"W
442.34'

LOT 2
COOLEY GRAVEL PIT 4TH
FILE 16 PG 483
10/31/1986

S00°20'45"W 55.15'

S44°11'41"W 239.64'

S51°38'32"W 87.22'

WARRANTY DEED
REC NO 2008000061633
6/31/2008

WARRANTY DEED
REC NO 2008000061633
6/31/2008

S57°21'40"W 74.97'

S59°01'02"W 35.03'

LOT 2
COOLEY GRAVEL
PIT 4TH
FILE 16 PG 483
10/31/1986

S66°01'07"W 31.11'

S77°33'58"W 28.95'

S83°14'05"W 45.34'

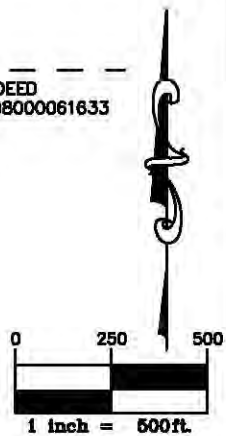
S88°21'55"W 113.11'

S89°46'57"W 138.22'

BASIS OF BEARINGS N00°32'40"E 2573.67'

M19°30'03"E
804.72'

N08°45'02"E
1090.24'



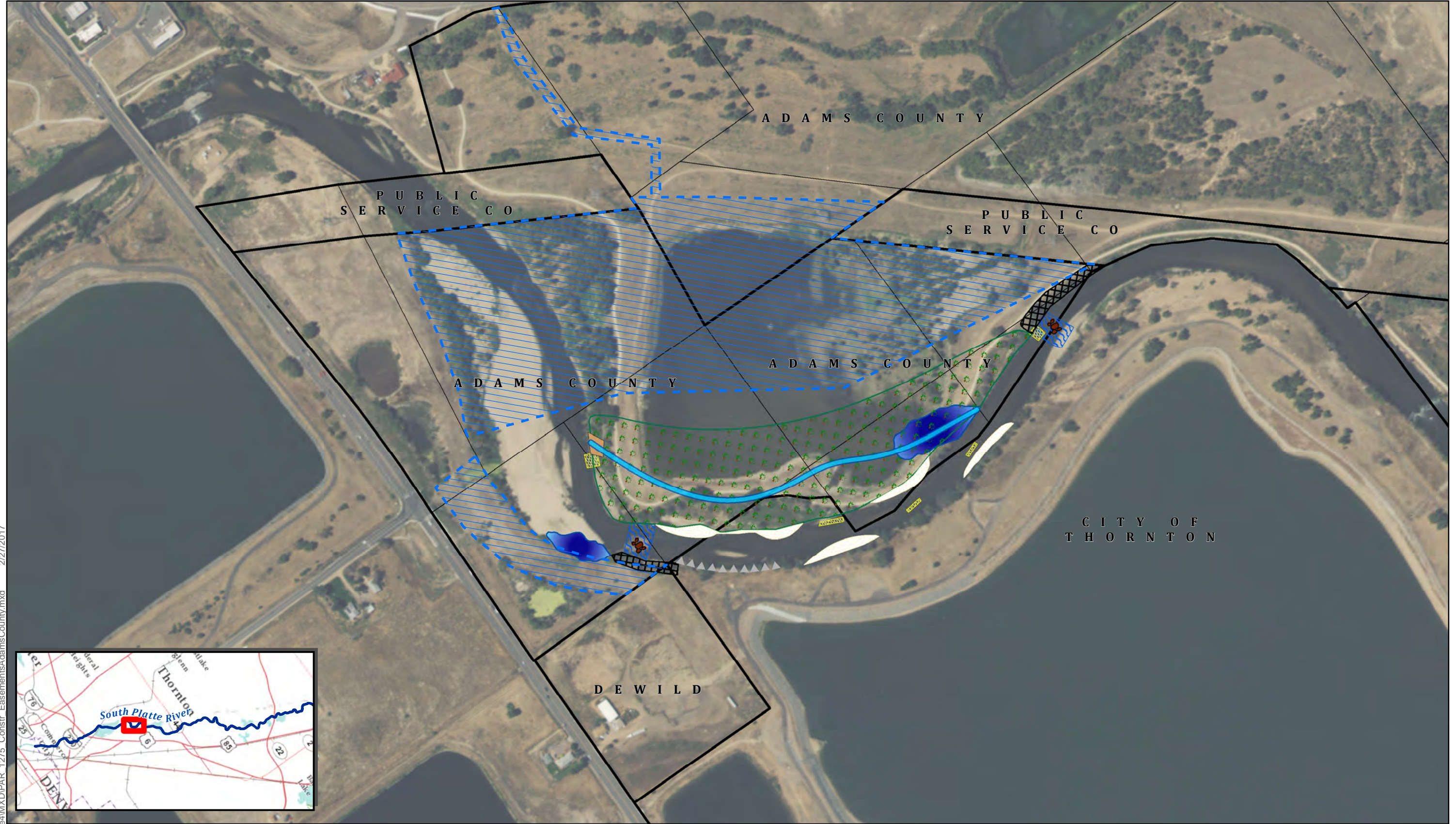
Dwg. T. COLVIN
Ckd. JZG/BOL/NBV
App. _____



EXHIBIT A
PARCEL SPRS-023
SOUTH PLATTE RIVER SYSTEM

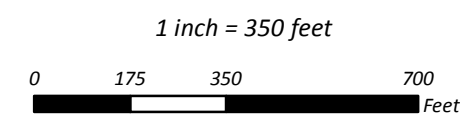
DATE:
APRIL 4, 2017
DWG. NO.
15-87,368 (4)
SH 3 OF 3

J:\112801-PAR1275_Constr_Easements\AdamsCounty.mxd 2/27/2017



- | | | | |
|--|--------------------------|--|------------------------|
| | Parcel Boundaries | | Backwater Pond |
| | Adams County Access Area | | Snag or Woody Debris |
| | BoulderCluster | | Regrade and Vegetate |
| | Secondary Channel | | Bank Protection |
| | Spur Dikes | | Inlet Weir |
| | Constructed Riffle | | Constructed Gravel Bar |

Aerial Imagery: USDA FSA NAIP 2015



Metro PAR1275
Construction Easements





PUBLIC HEARING AGENDA ITEM

| |
|---------------------------------------------------------------------------------------------------------------------------------------------------|
| DATE OF PUBLIC HEARING: May 23, 2017 |
| SUBJECT: Incentive Agreement with McLane Foodservice |
| FROM: Norman Wright, Director of Community & Economic Development Kristin Sullivan, Deputy Director of Community & Economic Development |
| AGENCY/DEPARTMENT: Community & Economic Development Adams County Economic Development |
| HEARD AT STUDY SESSION ON: May 3, 2016 |
| AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| RECOMMENDED ACTION: That the Board of County Commissioners Approve an Incentive Agreement with McLane Foodservice |

BACKGROUND:

McLane Foodservice is a Texas-based company with distribution facilities throughout the Country specializing in supply chain services and solutions to chain restaurants. McLane is a unit of Berkshire Hathaway, Inc., and they employ more than 20,000 nationally. The company has purchased 20 acres of land in Commerce City and will build a 230,000 square foot distribution facility at this location to grow and expand their operations.

In April 2016, Adams County Economic Development negotiated an incentive offer to McLane Foodservice. They had been considering locations within three cities. Their site selection process concluded with the 20-acre site in Commerce City as their preferred location. The site is located in the Nexus at DIA development (formerly named DIA Tech Center) within Commerce City, which is located at Tower Road and 81st Ave.

The company plans to employ two-hundred thirty five employees at the facility at the commencement of the incentive agreement and to add five employees for each of the first three years of the agreement, employing at least two hundred fifty employees for each of the last three years of the agreement. The average salary for these jobs is \$57,000, which is 15% above the average county wage. The facility is located in a state Enterprise Zone, which allows the county to rebate both real property taxes and personal property taxes.

Staff recommends approval of this incentive agreement because the facility will substantially benefit the public, through the retention of employees, the generation of new jobs in the county, and the increase in tax base in the County. The City of Commerce City has approved a matching incentive.

The agreement contemplates six annual incentive payments to McLane Foodservice. These incentive payments are rebates of actual taxes paid. The amount of each incentive payment shall be the lesser of (1) \$39,799 for assessment year 2018; \$38,784 for assessment year 2019; \$37,768 for assessment year 2020; \$29,402 for assessment year 2021; \$28,589 for assessment year 2022; \$27,777 for assessment year 2023; or (2) fifty percent (50%) of the amount of the taxes levied by the County upon the taxable real and personal property directly attributable to the Facility. In no event shall the total amount of the incentive payments exceed \$202,119. McLane Foodservice shall submit proof of payment of the taxes to the Adams County December 31 of the year taxes are due. Failure to do so shall result in a waiver of the incentive payment due on the tax payment, and the County shall be released from its obligation to pay the incentive payment for that tax year.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Economic Development
County Attorney's Office

ATTACHED DOCUMENTS:

Resolution
Incentive Agreement

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

| |
|--------------------------|
| Fund: 01 |
| Cost Center: 7051 |

| | Object Account | Subledger | Amount |
|----------------------------------------------------|-----------------------|------------------|---------------|
| Current Budgeted Revenue: | | | |
| Additional Revenue not included in Current Budget: | | | |
| Total Revenues: | | | <hr/> <hr/> |

| | Object Account | Subledger | Amount |
|-------------------------------------------------------------|-----------------------|------------------|---------------|
| Current Budgeted Operating Expenditure: | | | |
| Add'l Operating Expenditure not included in Current Budget: | | | |
| Current Budgeted Capital Expenditure: | | | |
| Add'l Capital Expenditure not included in Current Budget: | | | |
| Total Expenditures: | | | <hr/> <hr/> |

New FTEs requested: **YES** **NO**

Future Amendment Needed: **YES** **NO**

Additional Note:

The incentive agreement becomes effective and binding upon the execution by all parties. The first year this agreement would be payable is 2019 for tax year 2018; therefore the estimated incentive payment will be included in the annual budget for that year and for each year thereafter. No budget amendment for 2017 is needed.

DRAFT

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING INCENTIVE AGREEMENT BETWEEN ADAMS COUNTY
AND MCLANE FOODSERVICE

Resolution 2017-

WHEREAS, McLane Foodservice (“Taxpayer”) intends to purchase twenty acres of land in Commerce City and construct a new 230,000 square foot distribution facility on said land in Adams County (the “Facility”); and,

WHEREAS, Taxpayer further plans to employ two-hundred thirty five employees at the at the Facility initially, and to add five employees for each of the first three years of this Agreement; and,

WHEREAS, the Board of County Commissioners, County of Adams, State of Colorado, finds that expanding the Facility will substantially benefit the public with an increase in the tax base of the County; and,

WHEREAS, C.R.S. §30-11-123 authorizes incentive payments to taxpayers who establish and expand business facilities, as defined in C.R.S. §39-30-105; and,

WHEREAS, the County deems it to be in its best interests to have Taxpayer construct its Facility upon the terms and conditions contained within the Incentive Agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Incentive Agreement between Adams County and McLane Foodservice, a copy of which is attached hereto and incorporated herein by this reference, including all terms and conditions contained therein, be approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners be authorized to execute said Agreement on behalf of Adams County.

INCENTIVE AGREEMENT
(Real and Personal Property Tax)

THIS AGREEMENT made and entered into this 6th day of January, 2017, by and between **McLane Foodservice**, located at 2085 Midway Road, Carrollton, TX 75006 (hereinafter referred to as "**Taxpayer**"), and Adams County, Colorado, a body politic and corporate under the laws of the State of Colorado (hereinafter "County").

WITNESSETH:

WHEREAS, **Taxpayer** intends to purchase twenty acres of land in Commerce City and to build a 230,000 square foot facility on said land in Adams County, Colorado (the "Facility"). **Taxpayer** further plans on retaining two-hundred thirty five employees at the Facility at the commencement of this Agreement and to add five employees for each of the first three years of this Agreement, employing at least two hundred fifty employees for each of the last three years of this Agreement to work at the Facility; and,

WHEREAS, the County deems it to be in its best interests to have **Taxpayer** expand the Facility in Adams County and to receive revenues from the development occurring thereon upon the terms and conditions contained herein; and,

WHEREAS, **Taxpayer** has established a new business facility as defined in C.R.S. § 39-30-105(7)(e); and,

WHEREAS, the County finds that that the Facility is in an Enterprise Zone and that expansion of the Facility will substantially benefit the public, through the retention of employees, the generation of new jobs and the increase in tax base in the County; and,

WHEREAS, §30-11-123, C.R.S., provides for incentive payment based on personal property taxes to any taxpayer who qualifies under C.R.S. § 39-30-105(7)(e).

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. Incentive payment. The County agrees to make six (6) annual incentive payments to **Taxpayer**. The amount of each incentive payment shall be the lesser of: (1) \$39,799 for assessment year 2018; \$38,784 for assessment year

2019; \$37,768 for assessment year 2020; \$29,402 for assessment year 2021; \$28,589 for assessment year 2022; \$27,777 for assessment year 2023; OR (2) fifty percent (50%) of the amount of the taxes levied by the County¹ upon the taxable real and personal property directly attributable to the Facility, located at or within such Facility, and used in connection with the operation of such Facility for the applicable property tax year. In no event shall the total amount of the incentive payments exceed \$202,119.

Proof of payment of the taxes to the County Treasurer for the Facility must be submitted each year by **Taxpayer** to the Director of the Adams County Department of Fiscal Affairs before any incentive payment is due. Proof of payment of taxes for each incentive year must be submitted by **Taxpayer** no later than December 31 of the year taxes are due. **Taxpayer understands and agrees that failure to submit proof of payment of taxes to the Adams County Department of Fiscal Affairs by December 31 of the year taxes are due shall result in a waiver of the incentive payment due on the tax payment not presented by the December 31 deadline, and the County shall be released from its obligation to pay the incentive payment for that tax year.**

Each incentive payment shall be due and payable within sixty days of receipt of proof of payment of taxes. Taxpayer waives the right to file a protest or seek an abatement or refund with respect to the tax years enumerated in the first paragraph of this Section 1.

2. Condition Precedent. The County has appropriated sufficient funds for this Agreement for the current fiscal year. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

3. Attorney's Fees and Costs of Suit. The parties agree that in the event any suit is brought under this Agreement, each party shall pay its own attorney's fees, costs and expenses.

4. Assignment. None of the rights, duties and obligations of **Taxpayer** hereunder may be assigned.

¹ Taxes levied by other taxing entities such as school districts, municipalities, special districts, etc., are not County funds and are, therefore, not included in this calculation.

5. Term of Agreement. The term of this Agreement shall not exceed six (6) years of assessments.

6. Entire Agreement, Amendments. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations, other than those contained herein. This Agreement may be amended only by written agreement between **Taxpayer** and the County acting pursuant to Board authorization.

7. Remedies. This Agreement shall be interpreted according to, and shall be governed by, the laws of the State of Colorado, whose courts shall have exclusive jurisdiction over any claim or cause of action arising hereunder. Venue for any suit arising under this Agreement shall be in Adams County, Colorado.

8. Severability. The parties agree that if any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provisions held to be invalid.

9. Effective Date. This Agreement shall become effective and binding upon the parties immediately upon execution by all parties hereto.

10. Jobs for Adams County Residents. **Taxpayer** has represented that it plans to retain two hundred thirty-five employees at the Facility at the commencement of this Agreement and to add five employees for each of the first three years of this Agreement, employing at least two hundred fifty employees for each of the last three years of this Agreement . The obligations of the County under this Agreement are conditioned upon compliance by **Taxpayer** with this representation. **Taxpayer** agrees to make available to the County sufficient records of employment to establish compliance, at the request of the County.

11. Warranty. **Taxpayer** represents and warrants that the Facility expansion that is contemplated herein qualifies for tax incentives under applicable Colorado law.

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

Dated this _____ day of _____, 2017.

COUNTY OF ADAMS
STATE OF COLORADO

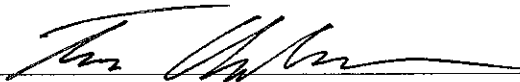
ATTEST:
STAN MARTIN, CLERK

By: Chair, Board of County Commissioners


Erica Hannah, Deputy Clerk

Approved as to form:

McLane Foodservice

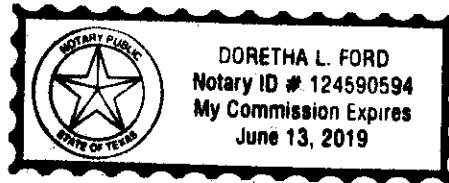

By: Tom Anderson, CPA
Title: Senior Tax Manager

Subscribed and sworn to before me this 6th day of January,
2017, by Tom Anderson.



Notary Public

My commission expires: June 13, 2019





PUBLIC HEARING AGENDA ITEM

| |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| DATE OF PUBLIC HEARING: May 23, 2017 |
| SUBJECT: Resolution approving right-of-way agreement between Adams County and the Rotello Family Trust for property necessary for the York Street Improvements Project - York Street from East 78 th Avenue to Highway 224 |
| FROM: Jeffery Maxwell, P.E., PTOE, Director of Transportation |
| AGENCY/DEPARTMENT: Transportation |
| HEARD AT STUDY SESSION ON: N/A |
| AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO |
| RECOMMENDED ACTION: That the Board of County Commissioners Approves the right-of-way agreement for acquisition of property needed for road right-of-way. |

BACKGROUND:

Adams County is in the process of acquiring right-of-way and temporary construction easements for street improvements along York Street from East 78th Avenue to Highway 224 that includes reconstructing the roadway, improving drainage, and installing curb, gutter, sidewalk and accessible curb ramps in compliance with the Americans with Disabilities Act. Attached is a copy of the right-of-way agreement between Adams County and the Rotello Family Trust for dedication of road right-of-way. The attached resolution allows the County to acquire ownership of the needed property for the use of the public and provide the necessary documents to close on the property.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Transportation Department, Office of the County Attorney and Adams County Board of County Commissioners.

ATTACHED DOCUMENTS:

Draft resolution and right-of-way agreement.

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

| |
|--------------------------|
| Fund: 13 |
| Cost Center: 3056 |

| | Object Account | Subledger | Amount |
|----------------------------------------------------|-----------------------|------------------|------------------------------------|
| Current Budgeted Revenue: | | | |
| Additional Revenue not included in Current Budget: | | | |
| Total Revenues: | | | <u><u> </u></u> |

| | Object Account | Subledger | Amount |
|-------------------------------------------------------------|-----------------------|------------------|--------------------------|
| Current Budgeted Operating Expenditure: | | | |
| Add'l Operating Expenditure not included in Current Budget: | | | |
| Current Budgeted Capital Expenditure: | 9010 | W30561701 | \$9,980.00 |
| Add'l Capital Expenditure not included in Current Budget: | | | |
| Total Expenditures: | | | <u><u>\$9,980.00</u></u> |

New FTEs requested: **YES** **NO**

Future Amendment Needed: **YES** **NO**

Additional Note:

Total project budget is \$3,000,000

Draft Resolution

**BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS
COUNTY AND THE ROTELLO FAMILY TRUST FOR PROPERTY NECESSARY FOR
THE YORK STREET IMPROVEMENTS PROJECT –
YORK STREET FROM EAST 78TH AVENUE TO HIGHWAY 224**

Resolution 2017-

WHEREAS, Adams County is in the process of acquiring right-of-way and a temporary construction easement along York Street for the York Street Improvements Project - York Street from East 78th Avenue to Highway 224; and,

WHEREAS, the project includes installation and construction of curb, gutter, sidewalk and accessible curb ramps for street improvements for the use of the public within the right-of-way of York Street; and,

WHEREAS, this fee parcel dedication is located in the Southeast Quarter of Section 35, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by the Rotello Family Trust (“Parcel 30”); and,

WHEREAS, Adams County requires ownership of Parcel 30 for construction of the street improvements; and,

WHEREAS, the Rotello Family Trust is willing to sell Parcel 30 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Right-of-Way Agreement between Adams County and the Rotello Family Trust, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners is hereby authorized to execute said Right-of-Way Agreement on behalf of Adams County.

RIGHT-OF-WAY AGREEMENT

This Agreement is made and entered into by and between **The Rotello Family Trust** whose address is **7591 York Street, Denver, Colorado 80229** ("Owner"), and the County of Adams, State of

Colorado, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of rights-of-way on property located at **7591 York Street, Denver, Colorado 80229**, hereinafter (the "Property") for the York Street Improvements Project — York Street from East 78th Avenue to Highway 224 (the "Project"). The legal description and conveyance documents for the interests on said Property are set forth in Exhibit A attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **NINE THOUSAND NINE HUNDRED AND EIGHTY AND NO/100'S DOLLARS (\$9,980.00)** including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

In consideration of the above premises and the mutual promises and covenants below, the Owner and the County agree to the following:

1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.
2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the Property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement with an expected date to be on or after March 31, 2017.
3. Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.
4. The County through its contractor shall assure that reasonable access shall be maintained to the Owner's property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.
5. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and requires the Property for a public purpose.

6. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.

7. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contract binding upon the Owner and County and extending to the successors, heirs and assigns.

8. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

Owner(s):

By: Rocco G Rotello / Helen A Rotello

Print Name: ROCCO G ROTELLO / HELEN A ROTELLO

Title: Owners

Approved:

BOARD OF COUNTY COMMISSIONERS-COUNTY OF ADAMS, STATE OF COLORADO

Chair

Date

Approved as to Form:

County Attorney



PUBLIC HEARING AGENDA ITEM

| |
|------------------------------------------------------------------------------------------------|
| DATE OF PUBLIC HEARING: 05/23/17 |
| SUBJECT: First Amendment to Land Lease Agreement for Solar Farm |
| FROM: Jeri Coin, on behalf of Dave Ruppel |
| AGENCY/DEPARTMENT: Front Range Airport |
| HEARD AT STUDY SESSION ON: |
| AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO |
| RECOMMENDED ACTION: That the Board of County Commissioners approves the resolution. |

BACKGROUND:

In 2016, the Landlord entered into a Land Lease with CEC Solar #1130, LLC (“Leasee”); and, by means of the attached First Amendment to Land Lease Agreement the Parties desire to amend the Lease as stated.

1. Replace Exhibit A legal description with updated version.
2. Replace Exhibit B Access Easement legal description with updated version.
3. Add Concurrent Use Language from the FAA.
4. Add statement affirming that the use of “Landlord” refers to Adams County.
5. Reiterate that the other terms of the Lease continue in full force and effect.
6. Statement confirming that PDF’s of this Amendment are acceptable.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney

ATTACHED DOCUMENTS:

Resolution
Land Lease
First Amendment to Land Lease Agreement

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

| |
|---------------------|
| Fund: |
| Cost Center: |

| | Object Account | Subledger | Amount |
|----------------------------------------------------|-----------------------|------------------|---------------|
| Current Budgeted Revenue: | | | |
| Additional Revenue not included in Current Budget: | | | |
| Total Revenues: | | | <hr/> <hr/> |

| | Object Account | Subledger | Amount |
|-------------------------------------------------------------|-----------------------|------------------|---------------|
| Current Budgeted Operating Expenditure: | | | |
| Add'l Operating Expenditure not included in Current Budget: | | | |
| Current Budgeted Capital Expenditure: | | | |
| Add'l Capital Expenditure not included in Current Budget: | | | |
| Total Expenditures: | | | <hr/> <hr/> |

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE FIRST AMENDMENT TO LAND LEASE AGREEMENT
BETWEEN ADAMS COUNTY AND CEC SOLAR # 1130, LLC

Resolution 2017-

WHEREAS, Adams County is a body corporate and politic that owns and operates an airport known as Front Range Airport (“Landlord”); and,

WHEREAS, in 2016, the Landlord entered into a Land Lease with CEC Solar #1130, LLC (“Tenant”); and,

WHEREAS, by means of the attached First Amendment, the Parties desire to amend the Lease to replace initial legal descriptions with more accurate legal descriptions based on a land survey; and,

WHEREAS, the Land Lease requires Landlord’s consent to any amendment.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the First Amendment to Land Lease Agreement between Adams County and CEC Solar #1130, LLC, a copy of which is attached hereto, is hereby approved.

BE IT FURTHER RESOLVED, that the Chairman is authorized to execute said First Amendment on behalf of Adams County.

**LAND LEASE AGREEMENT-
(SOLAR FARM)**

This Land Lease Agreement (the "Lease") is made effective this 6th day of October, 2016 ("Effective Date") by and between Adams County, on behalf of the Front Range Airport, located at 5200 Front Range Parkway, Watkins, Colorado 80137, ("Landlord") and CEC Solar # 1130, LLC, a Colorado limited liability company, having an office at 361 Centennial Parkway, Third Floor, Louisville, Colorado 80027 ("Tenant"). Tenant and Landlord are each individually referred to herein as a "Party" and collectively as the "Parties."

For and in consideration of the mutual covenants hereinafter contained, the Parties agree as follows:

1. Lease and Description. Upon the terms and conditions hereinafter set forth, the Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, those certain premises situated at the Front Range Airport, Adams County, Colorado, a 653,000 square foot (approximately 15 acres) parcel of property commonly known as a portion of the Front Range Airport property at 5200 Front Range Parkway, located in Adams County, Watkins, Colorado, together with ingress, egress, and utility easements on the airport providing access to and from a public road and the point of utility interconnection, if on airport property, as described in Sections 5 and 6 below (the "Leased Premises"). A legal description of the Leased Premises is attached hereto and incorporated herein as Exhibit A. Landlord grants to Tenant the right to survey the Leased Premises at Tenant's cost, and the legal description of the Leased Premises, including any access or utility easements, provided in the survey shall then become Exhibit B, which shall be attached hereto and made a part hereof. In the event of any discrepancy between the description of the property contained herein and the survey, the survey shall control.

2. Business Purpose. The Leased Premises shall be used for the construction and operation of a Solar Farm and related facilities under the terms and conditions of this Lease which shall not be construed as creating or vesting in the Tenant or any subtenant or assignee a fee interest in the Premises.

The construction of an approximately two (2) Megawatt solar farm (the "Solar Farm") and facilities constructed on the Leased Premises and the leasehold interest created hereby are to be used for non-aeronautical-related purposes, including but not limited to the activities listed in Section 6. The tenancy created hereby is subject to the terms of this Lease, the Minimum Standards of Front Range Airport, all applicable federal, state and local laws and ordinances. The Minimum Standards shall be provided by the Landlord to the Tenant in writing upon the approval of this Lease and thereafter from time to time as they are amended.

3. Term. The initial term of this Lease shall commence on the Effective Date of this lease and shall run for twenty (20) years from the earlier of the date the Solar Farm is interconnected with the utility or one (1) year from the Effective Date of this lease (the "Initial Term"). So long as the Tenant is in full compliance with the terms of the Lease and the Minimum Standards of Front Range Airport, the Tenant may extend the term of this Lease for an additional ten (10) year period (the "Extension Term"). In order to exercise this extension option, Tenant shall deliver to Landlord, not less than ninety (90) days prior to the expiration of the Initial Term, written notice of Tenant's intent to extend this for such additional ten (10) year period.

4. Rent. The rent shall be \$1,333.33 per acre, per year, for a first-year payment of \$20,000, together with Annual Escalation outlined below. Said Rent shall be due within thirty days of the earlier of the date the Solar Farm is interconnected with the utility or one (1) year from the Effective Date of this lease (the "Rent Payment Date"). Rent for subsequent years shall be due upon the anniversary of the Rent Payment Date of this Lease.

Rent payment shall be made at 5200 Front Range Parkway, Watkins, Colorado 80137, or at such other address as the Landlord notifies the Tenant in writing during the original or any extended term of the Lease. The Tenant shall also pay for any calendar year or fraction thereof for which rent is due but not paid within ten (10) calendar days of the due date a late charge equal to five percent (5%) of the rent due and any accrued late charges.

Annual Escalation. Commencing on January 1, 2018, and once every year thereafter, the rent shall increase by 3.0%.

5. Assignment of Lease. Tenant shall not assign or transfer this Agreement, or any interest herein, without the prior written consent of Landlord which shall not be unreasonably withheld, delayed or conditioned, and consent to an assignment shall not be deemed to be a consent to any subsequent assignment. Notwithstanding the foregoing, Tenant is expressly permitted to assign its rights and responsibilities under this Agreement, without obtaining Landlord's consent and in its sole discretion, to any entity owned or controlled by Tenant or under common ownership or control with Tenant provided: (1) the Tenant provides the Landlord and maintains a current list of the names, addresses and telephone numbers of these entities; and (2) the entities agree in writing to abide by all the terms and conditions of this Lease.

6. Improvements of Leased Premises. All improvements constructed on the Premises are subject to the following terms and conditions:

a. Landlord has reviewed and approved Tenant's Solar Farm Facility Plans for construction (the "Plans") prior to execution of this Lease and agrees that such Plans meet the Minimum Standards of Front Range Airport. All improvements shall be built in

substantial conformance with those Plans, including layout plans and elevations of the finished solar farm. Any subsequent material change to the Plans, and any construction after the initial installation of Tenant's Solar Farm facilities (excluding Tenant's routine/periodic maintenance and replacement of said initially approved facilities) shall be submitted to Landlord for approval, such approval not to be unreasonably delayed or withheld. Landlord shall have twenty (20) days to issue its approval or disapproval of said subsequent change. If no approval or denial is received by Tenant within such twenty (20) day period, Landlord's approval shall be deemed to have been given.

b. Components. Tenant shall construct an approximately two (2) Megawatt solar farm (the "Solar Farm") at its sole expense. The Solar Farm shall consist of racking and foundations; inverters and transformers; necessary electrical interconnections and all improvements and connections required to transfer and deliver generation offsite, including three (3) phase extensions and power box(es); a 200 to 400 square-foot structure to house electrical and maintenance equipment ("PV Box"); security fencing and gating, with cameras, enclosing the Leased Premises; safety signage and solar photo voltaic ("PV") panels (collectively the "Site Improvements and Infrastructure"). Except as set forth herein, Landlord has no obligation to make improvements on the Leased Premises or Landlord's real property to accommodate the Solar Farm.

c. Use of Non-Leased Area. Tenant shall use reasonable efforts to use only the Leased Premises for ingress and egress, storage, construction and all improvement activities, and shall not use the property of the Landlord other than the Leased Premises for the improvement activities except as otherwise agreed. Should Tenant require additional area for lay down or storage during the construction of the improvements then Landlord shall allow use of one acre for a lay down or storage area directly adjacent to the Leased Premises at no additional cost to Tenant. Said lay down / storage area shall be depicted on the Plans and be approved at time of Lease execution. Provided however, that Tenant shall not have the right to place any improvements on such one acre area, and shall only have use of the additional one acre one time for period not to exceed six months. Tenant shall ensure that it repairs the surface of the one acre area to the extent that its laydown and storage activities causes damage thereto.

d. New Construction. For any new construction on the Leased Premises, such construction shall be designed and built in accordance with applicable law in effect at the time of construction, including without limitation, the applicable building and fire codes of such agencies and the Minimum Standards.

e. Signage. Tenant shall have the right to place one or more signs advertising the Solar Farm provided that, prior to putting up any such signage, Tenant has obtained any required sign permits from the local governing authority and such signs comply with the Minimum Standards. In the event that there is a conflict between the Minimum Standards and applicable law or permits, the requirements of applicable law or permits shall control.

f. Fencing. Tenant shall maintain a security fence around the Solar Farm including along Imboden Road for the duration of the Term and any extensions thereto.

g. Unless construction of the improvements is commenced within twelve (12) months after execution of Lease, this Lease shall become null and void, unless the Parties agree in writing to a longer period in which to commence construction. If the Lease becomes null and void pursuant to this section, the Tenant shall be entitled to return of prorated advance rents and other fees paid to the Landlord. Construction shall be completed by twenty-four (24) months after the execution of the Lease. Timely completion of construction is a material term of this Lease. All permits and approvals required for construction of the said improvements and/or use of the Leased Premises shall be obtained by the Tenant in a timely fashion at Tenant's sole expense.

7. Ingress, Egress, Utility and Solar Easement. As part of the Leased Premises, Landlord hereby grants to Tenant an easement for ingress and egress to the Leased Premises in a mutually agreeable location, for access to and from Leased Premises from a public road, and over property of Landlord within and adjacent to the Leased Premises for construction and maintenance of the Site Improvements and Infrastructure on the Leased Premises, for the installation, construction, use and maintenance of underground and aboveground telephone, telegraph, and power lines and electric utilities in connection with Tenant's use of the Leased Premises, and upon and above the property of Landlord for the unrestricted right to receive and utilize solar energy at the Solar Farm (the "Easement"). The term of this Easement shall commence upon the Commencement Date of this Lease and shall continue until the last to occur of (i) expiration of the Lease Term, or (ii) removal by Tenant of all of its property from the Leased Premises after expiration of the Lease Term, including removal of Tenant's property and infrastructure from the Easement. Additional details concerning the location and configuration of the Easement may be specified by the parties not later than ten (10) business days after execution of this Agreement and shall be included in any recorded Memorandum of this Lease. In addition, at Tenant's request and expense, this Easement shall be set forth in a separate Easement Agreement, which Landlord and Tenant agree to execute and which Tenant shall have recorded as an encumbrance on the property of Landlord and binding upon all subsequent owners, successors, and assigns. Upon expiration of the Easement, Tenant shall repair any damage to the Easement area caused by Tenant or Tenant's agents. Upon expiration of the Easement, Tenant shall, at Landlord's request, execute a termination of Easement for recording purposes.

8. Utilities. Tenant is responsible, at its sole cost, for bringing utilities from the present point of termination to the perimeter of the Premises. Notwithstanding the foregoing, Landlord agrees to execute any easement agreement required by the local utility to bring utilities to the point of interconnection with the Solar Farm. The Tenant must provide all improvements within the perimeter of the Leased Premises that Tenant determines it requires in its sole discretion, including, but not limited to, any necessary

paving, landscaping, buildings, parking, lighting, telephone and other facilities or utilities. All utilities shall be underground within the Leased Premises. Tenant hereby covenants and agrees to pay all monthly or other regular charges for lighting, and for all other public utilities which shall be used in or charged against the Leased Premises by Tenant during the full terms of this Lease. Landlord agrees to cooperate in the acquisition of temporary hook ups.

9. Taxes. Landlord is a tax exempt entity. Tenant shall pay all personal property taxes associated with its facilities and leasehold interest and, as additional Rent, any increase in real property taxes levied against the Leased Premises that is directly attributable to Tenant's improvements to the Leased Premises.

10. Repair, Maintenance and Security.

a. At its sole expense, the Tenant shall keep the Leased Premises and all improvements thereon in good repair and in a safe and sanitary condition. The Leased Premises shall at all times be maintained in accordance with any applicable Building Code, Zoning Regulation, or Ordinance of Adams County.

b. During construction, Tenant shall, at its expense, be responsible for the immediate clean up of any dirt and/or mud that Tenant tracks or blows upon the adjacent pavement areas.

c. Maintenance. The Solar Farm shall be maintained by Tenant at its own expense. Tenant shall maintain, protect and preserve the Solar Farm in a safe, neat and attractive condition and in good and serviceable repair. Tenant shall be responsible for ongoing vegetation and weed management on the Leased Premises.

d. Snow Removal. Landlord does not provide snow removal service on the access road serving the Leased Premises. Snow removal on the Leased Premises, if needed, shall be the responsibility of Tenant as necessitated by Tenant's operation of the Solar Farm. Any snow removal activities will minimize any damage to the existing ground surface of the site. Tenant will promptly repair any damage to the Leased Premises caused by its snow removal activities. Tenant will only use the existing or new access roads via the access easement for vehicle access to the site.

e. Security. Security for the Solar Farm shall be the responsibility of Tenant. Nothing in this Agreement shall be construed to impose security obligations upon Landlord. Landlord shall not be liable for any loss or damages suffered by Tenant or third party solar panel owners due to Tenant's and such third parties' use and occupancy of and activities on the Leased Premises.

11. Use. The Tenant shall conduct on the Leased Premises only the business for which it is leased and shall not use the Leased Premises for any illegal purpose. The

Tenant's uses under this Lease include the construction and operation of the Solar Farm, and activities related thereto. Nothing in this Agreement shall be deemed to give Tenant the right to engage in any activities which are not related to the foregoing use, except as otherwise allowed under the provisions of this Lease.

12. Title and Quiet Possession. Landlord represents and covenants that Landlord owns the Leased Premises and property subject to the Easement in fee simple, free and clear of all liens, encumbrances, and restrictions of every kind and nature, except for those that currently appear in the recorded chain of title and are reported as exceptions on the commitment for title insurance that Tenant may obtain.

Landlord represents and warrants to Tenant that Landlord has the full right to make this Lease and that Tenant shall have quiet enjoyment and peaceful possession of the Leased Premises and the Easement throughout the Lease Term.

13. Title to Site Improvements and Infrastructure.

(a) Site Improvements and Infrastructure. Title to the Site Improvements and Infrastructure remains with Tenant at all times during the Term. Upon expiration of this Agreement, title to the Site Improvements and Infrastructure shall be designated in accordance with Section 24, below.

(b) Repair of Landlord's Property. In the event that Tenant causes any damage to Landlord's real property, including without limitation any above-ground or underground utilities, in the course of any activity undertaken by Tenant under this Agreement, Tenant shall facilitate the repair of such damage to return such property of Landlord to substantially the same condition as it existed prior to such damage, at Tenant's sole expense.

14. Subordination, Attornment, and Nondisturbance. Tenant agrees that, if requested by Landlord, this Lease shall be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Leased Premises and to all modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust, provided that Landlord first delivers to Tenant a Non-Disturbance Agreement (defined below) from the holder of such lien or mortgage. In any case Tenant's possession of the Leased Premises and use of the Easements shall not be disturbed so long as Tenant shall continue to perform its duties and obligations under this Lease. Except as otherwise set forth herein, Landlord agrees that any right, title or interest created by Landlord from and after the date hereof in favor of or granted to any third party shall be subject to (i) this Agreement and all of Tenant's rights, title and interests created in this Agreement, and (ii) any and all documents executed by and between Tenant and Landlord in connection with this Agreement. "Non-disturbance Agreement" shall mean an agreement in form reasonably acceptable to Tenant, between Tenant, Landlord and the holder of a lien or a mortgage that provides that the holder of such lien or a mortgage (i) agrees not to disturb Tenant's possession or rights under this Agreement, (ii) agrees to provide notice of defaults under the lien or a mortgage documents to Tenant and agrees to allow Tenant and its lenders a reasonable period of time following such notice to cure such defaults on behalf of Landlord, and (iii) agrees

to comply with such other requirements as may be reasonably required by Tenant or its lenders to ensure the interests of Tenant or its lenders are not interfered with. Tenant agrees to attorn to the mortgagee, trustee, or beneficiary under any such mortgage or deed of trust, and to the purchaser in a sale pursuant to the foreclosure thereof; provided that such mortgagees, trustees, beneficiaries and purchasers agree in writing that Tenant's possession of the Leased Premises and use of the Easements shall not be disturbed so long as Tenant shall continue to perform its duties and obligations under this Lease. Tenant's obligation to perform such duties and obligations shall not be in any way increased or its rights diminished by the provisions of this paragraph. Within ten (10) business days of execution of this Agreement or within ten (10) business days of the date of creation of any future mortgages or deeds of trust, Landlord shall request Landlord's secured lenders to provide a Subordination and Non-Disturbance Agreement provide an Attornment and Nondisturbance Agreement from Landlord's secured lenders, if any, in form reasonably acceptable to Tenant, and executed and acknowledged by Landlord and the holder of any mortgage or deed of trust to which this Lease is, or shall become, subordinate.

15. Mortgage of Leasehold Interests.

a. Lender Collateral. Tenant shall have the right to pledge, mortgage and/or collaterally assign its leasehold interest and the Solar Farm as security to lender(s) (hereinafter "Lenders") for financing purposes without the further consent of Landlord. Landlord agrees to execute and deliver to Tenant within thirty (30) days of any Tenant request therefor made from time to time, a Landlord Acknowledgement of Collateral Assignment of Lease in the form similar to that of Exhibit D hereto. Landlord also agrees to promptly execute an estoppel certificate and any such other documentation as may reasonably be required by such lender(s) from time to time to certify as to the status of this Lease and to the performance of Tenant hereunder as of the date of such certification.

b. Notices to Lenders. As a precondition to exercising any rights or remedies related to any default by Tenant under this agreement, Landlord shall give written notice of the default to each Lender that is of record with Landlord, at the same time it delivers notice of default to Tenant, specifying the alleged event of default and the required remedy. Each Lender shall have the same amount of time to cure the default under this Lease as is given to Tenant hereunder, and the same right as Tenant to cure any default or to remove any property of Tenant or Lender located on the Leased Premises. The cure period for all Lenders shall begin to run at the end of the cure period given to Tenant in this agreement, but in no case shall the cure period for any Lender be less than thirty (30) days after Lender's receipt of default notice. In the event that a Lease default requires immediate action by Landlord to preserve the health, safety, or welfare of the Airport, its tenants, users, neighbors, or members of the public, Landlord may take such immediate action as it deems necessary to remedy such default. Failure of Landlord to give a Lender notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of such Lender to cure any default and to remove any property of Tenant or the Mortgagee located on the Leased Premises.

c. Right to Cure Defaults; Substitution. To prevent termination of this Lease, the Lender shall have the right, but not the obligation, at any time to perform any act necessary to cure any default and to prevent the termination of this Lease or any interest in the Solar Farm. In the event of an uncured default by the holder of Tenant's entire interest in this Lease, or in the event of a termination of this agreement by operation of law or otherwise, each Lender that is not in default of its obligations may cure such default and, after curing such default, thereafter shall have the right to have Landlord either recognize the Lender's interest or grant a new lease substantially identical to this Lease. Under any such new lease, the Lender shall be entitled to, and Landlord shall not disturb the Lender's continued use and enjoyment thereunder for the remainder of the Term provided the Lender complies with the terms and conditions of the Lease.

16. Liens and Insolvency. The Tenant shall not cause any mechanic's or materialman's lien to be placed on the Leased Premises.

17. Rent After Default. If any or all of the Premises is sublet, sold or otherwise occupied by anyone other than the Tenant, after any default in the payment of rent by the Tenant, the Landlord may collect rent or other periodic payments from subtenants, purchasers or other occupants, but such collection and/or the Landlord's agreement to a third person's use or occupancy of the Premises shall not be deemed a waiver of any term or condition of this Lease.

18. Access. The Tenant shall allow the Landlord and/or its agents access to the Premises during business hours upon 24 hours' notice for the purpose of inspection. In case of emergency the Landlord may have access at any time. Landlord understands the risks associated with accessing the Leases Premises once the Solar Farm is operational and agrees to ensure that Landlord's activities are conducted in a safe manner. Nothing herein shall be construed to limit the authority of Adams County building inspectors under existing law.

19. Governmental Approvals and Compliance. Tenant shall obtain any necessary governmental licenses or authorizations required for the construction and use of the Site Improvements and Infrastructure on the Leased Premises and shall comply with government laws and regulations applicable thereto. Notwithstanding the foregoing, Tenant shall not be responsible for any matters arising in connection to Environmental Laws relating to the Leased Premises, except to the extent the need for compliance therefor arises directly out of the release by Tenant of any Hazardous Substances on or about the Leased Premises.

20. Insurance. At all times during the Term of this Lease, Tenant shall maintain in full force a comprehensive public liability insurance policy covering Tenant's operations, activities, and liabilities on the Leased Premises, having singly or in combination limits not less than One Million Dollars (\$1,000,000) in the

aggregate; please see attached “Exhibit C”, Insurance Requirements. Such policy shall name Landlord as an additional insured under such policy as the Landlord's interests may appear. Upon Landlord's request, Tenant shall give Landlord a certificate of insurance evidencing that the insurance required under the Agreement is in force.

21. Maintenance by Landlord. Landlord shall maintain its property adjacent to the Leased Premises in good condition and state of repair to avoid interference with Tenant's use of the Leased Premises and the Easement. Landlord shall not construct structures or plant trees adjacent to the Leased Premises that will impede solar access to Solar Farm.

22. Tenant's Right of Cancellation. In addition to any other remedies available to the Tenant, this Lease shall be subject to cancellation by the Tenant if any one or more of the following events occur:

a. Abandonment: If the Airport is permanently abandoned as an operating airport by the Landlord, the Tenant shall be entitled to cancel this Lease, remove all improvements it constructed on the Premises and have returned to it a pro rata share of prepaid rent for the year of termination.

b. Supervening Event: If any act of God prevents the Tenant from using the Premises for the purpose provided in paragraph 2 above, for six consecutive months, it may cancel this Lease. However, neither party shall have any liability to the other for the results of any such act.

c. Landlord's Breach of Lease: Tenant may cancel this Lease if the Landlord breaches any of its obligations under this Lease and fails to remedy such breach within thirty (30) calendar days after the Tenant's delivery of written notice of the breach to the Landlord.

d. At any time prior to the first date on which the Solar Farm (i) is ready for regular, daily operation, has been interconnected with the local utility's grid, has been accepted into the applicable energy grid and is producing electricity at full or substantially full capacity in accordance with applicable law (“Commercial Operation Date”), any of the following occur:

i. Any governmental agency denies a request by Tenant for or revokes a permit, license, or approval that is required for Tenant to construct or operate the Site Improvements and Infrastructure on the Leased Premises;

ii. Tenant determines that any condition exists on or about the Property, which precludes Tenant from using the Leased Premises for its intended purpose;

iii. Utilities necessary for Tenant's use of the Leased Premises are not available to the Leased Premises; or

iv. The Solar Farm is damaged or destroyed to an extent that prohibits or materially interferes with Tenant's use of the Leased Premises provided however, that Tenant shall use commercially reasonable efforts to mitigate such damage.

v. Tenant has not obtained (i) a fully-executed Interconnection Agreement with Xcel or (ii) required financing within one year of the Effective Date of this lease.

23. Landlord's Right of Termination. Landlord may terminate this Lease in the event Tenant fails to pay rent within thirty (30) days of Landlord's written notice to Tenant that such payment has not been made by the due date. In such case, Landlord shall follow the procedures set forth in the Forcible Entry and Detainer statute, and Landlord shall be entitled to its attorney fees and costs.

24. Removal of Improvements. Upon termination of this Lease, at its sole cost, the Tenant shall remove any improvements (except pavement) it has made to the Leased Premises and Easement area, and it shall repair any damage to the Leased Premises and Easement area to the extent caused by Tenant's use of the Leased Premises or Easement area.

25. Notices. All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying party, or officer, agent, or attorney of the notifying party, and shall be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Landlord: Airport Director
Adams County, Front Range Airport
5200 Front Range Parkway
Watkins, CO 80137-7131

To Tenant:
CEC Solar # 1130, LLC
361 Centennial Parkway, Third Floor
Louisville, CO 80027

With a copy: By email: paul.spencer@easycleanenergy.com

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

26. Nonwaiver of Breach. The failure of either party to insist on strict compliance with any term or condition of this Lease shall not be deemed a waiver or relinquishment of the right to require strict compliance with such term or condition, or any other term or condition of this Lease in the future.

27. Holding Over. If the Tenant holds over after the end of the original term of this Lease or any extended term hereof, the Tenant shall pay the Landlord rent in an amount equal to 150 % of the Lease rate then in effect. Such holding over shall not constitute renewal of this Lease but shall be a month-to-month tenancy only, with all other terms and conditions of this Lease applicable.

28. Landlord's Warranties. The Landlord warrants that it is the owner of the Premises free and clear of all liens and encumbrances, that it has the authority to enter into this Lease and to the best of Landlord's actual knowledge the Premises is free from contamination by hazardous substances.

29. Jurisdiction and Venue. The parties acknowledge that this Lease is entered into in the State of Colorado, and they agree that the courts of Adams County, Colorado, shall have jurisdiction and be the sole venue to resolve all disputes between the parties arising from this Lease or concerning the Premises.

30. Site Plan. Future development shall conform to and be in compliance with the requirements set forth in Chapter VI, Article B, Step 2 (Concept Plan), and Step 3 (Development Plan Drawings) of the Development Policy and Application Procedure for Aeronautical and Non-aeronautical Land Use at Front Range Airport, as adopted October 20 1999, attached hereto as Exhibit "C."

31. Liabilities to Third Parties; Risk of Loss. Tenant shall indemnify and hold Landlord harmless from any liability (including reimbursement of Landlord's reasonable legal fees and all costs) for death or bodily injury to third parties, or physical damage to the property of third parties, to the extent caused by the fault of Tenant or any of Tenant's agents, servants, employees, or licensees and, as between Landlord and Tenant, Landlord shall be solely responsible for any liability (including reimbursement of Tenant's reasonable legal fees and all costs) for death or bodily injury to third parties, or physical damage to the property of third parties, to the extent caused by the fault of Landlord or any of Landlord's agents, servants, employees, or licensees. Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored, or maintained in or upon the Leased Premises by Tenant shall be so installed, kept, stored, or maintained at the risk of Tenant. Landlord shall not be responsible for any loss or damage to equipment owned by Tenant that

might result from tornadoes, lightning, windstorms, or other Acts of God. The covenants of this paragraph shall survive and be enforceable and shall continue in full force and effect for the benefit of the Parties and their respective subsequent transferees, successors, and assigns, and shall survive the termination of this Lease, whether by expiration or otherwise.

32. Tenant's Performance and Surrender. Tenant shall pay the rent and all other sums required to be paid by Tenant hereunder in the amounts, at the times, and in the manner herein provided, and shall keep and perform all terms and conditions hereof on its part to be kept and performed, and at the expiration or sooner termination of this Lease, surrender to Landlord the Leased Premises subject to the other provisions of this Lease.

33. Default and Termination for Default. Landlord or Tenant shall be in default of this Lease if either party breaches any material provision hereof and said breach is not cured by the breaching party within sixty (60) days of receipt of notice of said breach from the other party hereto, or if such cure cannot reasonably be had within said sixty (60) day period, then if cure of such breach is not commenced within thirty (30) days of receipt of such notice and not thereafter completed using diligent efforts. Upon the breaching party's failure to cure its breach within such time, as applicable, the other party hereto shall have the right to terminate this Lease for default, and to pursue such remedies as may be available in law or equity.

34. Rights to Site Improvements and Infrastructure Upon Termination.

(a) Mutual Determination to Extend. Any time prior to the expiration of the Term (as such Term may be extended under Section 3), Tenant may notify Landlord of Tenant's desire to continue leasing the Leased Premises after the expiration of the Term. In the event of such notice, Landlord and Tenant shall negotiate in good faith for the continuation of this Lease under mutually agreeable terms. In the event that Landlord and Tenant execute a new or extended lease of the Leased Premises at least thirty (30) days prior to such expiration of the Term, then the terms and conditions of such new or extended lease shall apply.

(b) Removal of Solar Garden. Except as otherwise provided in Section 42(a) above, upon the expiration of the Term set forth in Section 3 (as such Term may be extended as therein provided), Tenant shall be obligated to remove the Solar Farm and all of Tenant's personal property from the Leased Premises and Easement area, including any solar panels that may be owned by third parties. Such removal shall be completed within six (6) months following the expiration of the full term of this Agreement, during which time Tenant shall be subject to all terms and conditions in this Lease with respect to access and said removal as if still a tenant.

(c) Noncompliance with Section 24(b). If Tenant either (i) abandons the Leased Premises or (ii) fails to remove the Solar Farm from the Leased Premises when required by Section 42(b) within the time period described therein, then Tenant shall be in default, and Landlord, after notice of default and expiration of the applicable cure periods set forth in Section 40 hereof, may remove the Solar Farm

at Tenant's cost. This Subsection 42(c) shall not apply in the event that the Landlord and Tenant enter into a new lease or lease extension as referenced in Section 42(a) above.

35. Binding on Successors. The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of the parties hereto.

36. Governing Law. The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State in which the Leased Premises are located.

37. Entire Agreement. All of the representations and obligations of the parties are contained herein, and no modification, waiver, or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.

38. Survey and Testing. Tenant shall have the right during the Initial Term and any extension to inspect, survey, soil test, and make any other investigations necessary or useful to determine if the Leased Premises are suitable for construction and operation of the Solar Farm. If Tenant, within the above-stated time, determines that for any reason the Leased Premises is not suitable, this Agreement, upon written notice given to Landlord, shall become null and void; provided that at Tenant's sole expense the Leased Premises shall be promptly restored to its condition prior to such testing and investigations.

39. Oil, Gas and Mineral Rights. Landlord does not grant, lease, let, or demise hereby, but expressly excepts and reserves herefrom all rights to oil, gas, and other minerals in, on, or under and that might be produced or mined from the Leased Premises; provided however, that no drilling or other activity will be undertaken on the surface of the Leased Premises to recover any oil, gas, or minerals during the Term hereof. This Lease is given and accepted subject to the terms and provisions of any recorded oil, gas, and mineral lease covering the Leased Premises or any part thereof now of record in the office of the County Clerk and Recorder; provided that Tenant is able to obtain a Non-disturbance Agreement in form reasonable to Tenant, executed and acknowledged by Landlord and the holder of any such oil, gas, or other mineral lease within thirty (30) days of execution of this Lease. In the event that Tenant does not obtain such a Non-disturbance Agreement, Tenant may, but is not required to, terminate this Lease upon thirty (30) days written notice to Landlord. Landlord agrees to use commercially reasonable efforts to incorporate into any future oil, gas or other mineral lease or other conveyance covering the above-described lands or any part thereof during the Term of this Lease the following provisions: (a) any such lease or conveyance shall be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Tenant under the terms of this Lease; and (b) within ten (10) days of creation of such lease or conveyance, the oil, gas,

and mineral lessee shall provide to Tenant a Nondisturbance Agreement in form reasonably acceptable to Tenant, and executed and acknowledged by Landlord and the holder of any such interest.

40. Hazardous Waste.

(a) The term Hazardous Materials shall mean any substance, material, waste, gas, or particulate matter that is regulated by any local governmental authority, the state in which the Leased Premises is located, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of state or local law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sections 1251 et seq. (33 U.S.C. Section 1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901 et seq. (42 U.S.C. Section 6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sections 9601 et seq. (42 U.S.C. Section 9601). The term Environmental Laws shall mean all statutes specifically described in the foregoing sentence and all applicable federal, state, and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders, and decrees regulating, relating to, or imposing liability or standards concerning or in connection with Hazardous Materials.

(b) Landlord represents and warrants that, to the best of Landlord's actual knowledge, (i) the Leased Premises have not been used for the use, manufacturing, storage, discharge, release, or disposal of Hazardous Materials, (ii) neither the Leased Premises nor any part thereof is in breach of any Environmental Laws, (iii) there are no underground storage tanks located on or under the Leased Premises, and (iv) the Leased Premises are free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner inaccurate or any such warranty is in any manner breached during the term of this Agreement (collectively, a "Breach"), and if there is any condition which is contrary to the foregoing representations and warranties that gives rise to or results in liability (including, but not limited to, a response action, remedial action, or removal action) under any Environmental Laws or any existing common law theory based on nuisance or strict liability, or causes a significant effect on public health, Landlord shall promptly take any and all remedial and removal action as required by law to clean up the Leased Premises and mitigate exposure to liability arising from such condition, and to keep the Leased Premises free of any lien imposed pursuant to, any Environmental Laws as a result of such condition.

(c) Landlord and Tenant agree as follows:

1. Tenant agrees to indemnify, defend, and hold harmless Landlord, its officers, partners, successors, and assigns from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties, and expenses, including reasonable attorneys' fees and expenses, consultants' fees and expenses, court costs, and all other out-of-pocket expenses, to the extent any such items arise out of the release of any Hazardous Substances on or about the Leased Premises by Tenant or Tenant's employees, contractors, agents, successors, or assigns.

2. Landlord agrees to be responsible for any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties, and expenses, including reasonable attorneys' fees and expenses, consultants' fees and expenses, court costs, and all other out-of-pocket expenses, to the extent any such items (a) arise out of the release of any Hazardous Substances on or about the Leased Premises except by Tenant or Tenant's employees, contractors, agents, successors, or assigns, or (b) arise out of any Breach by Landlord, or (c) arose prior to or during the Term of this Lease and that failed to comply with (i) the Environmental Laws then in effect or (ii) any existing common law theory based on nuisance or strict liability.

3. Landlord agrees to be responsible for any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties, and expenses, including reasonable attorneys' fees and expenses, consultants' fees and expenses, court costs, and all other out-of-pocket expenses, suffered or incurred by Tenant and its grantees as a result of (a) any Breach by Landlord, or (b) any matter or condition of the Leased Premises involving Environmental Laws or Hazardous Materials that was not caused by Tenant or its officers, partners, successors, or assigns and that existed on or arose prior to or during the Term of this Lease and that failed to comply with (i) the Environmental Laws then in effect or (ii) any existing common law theory based on nuisance or strict liability.

4. Landlord represents and warrants to Tenant that Landlord has received no notice that the Leased Premises or any part thereof is, and, to the best of its knowledge and belief, no part of the Leased Premises is located within, an area that has been designated by the Federal Emergency Management Agency, the

Army Corps of Engineers, or any other governmental body as being subject to special hazards, including floodplains.

5. The covenants of this Section shall survive and be enforceable and shall continue in full force and effect for the benefit of Tenant and its subsequent transferees, successors, and assigns and shall survive the Term of this Lease and any renewal periods thereof.

41. Mechanic's Liens. Tenant will not cause any mechanic's or materialman's lien to be placed on the Leased Premises, and Tenant agrees to indemnify, defend, and hold harmless Landlord from any such lien from a party claiming by, through, or under Tenant.

42. Headings. The headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections or subsections.

43. Time of Essence. Time is of the essence for Landlord's and Tenant's obligations under this Agreement.

44. Severability. If any section, subsection, term, or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term, or provision of the Agreement, or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term, or provision of this Agreement shall be valid or enforceable to the fullest extent permitted by law.

45. Further Assurances. Each of the parties agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence, or confirm this Agreement or any other agreement contained herein in the manner contemplated hereby.

46. Dispute Resolution. Before instituting a court action, any dispute between Landlord and Tenant arising under this Agreement shall in the first instance be addressed by informal negotiations between Landlord and Tenant following an exchange of written notice of and response to said dispute and for a period of time not to exceed 45 days unless extended by mutual agreement.

47. Right to Record. Upon full execution, the Tenant may record the Lease or a Memorandum of Lease, setting forth the general terms of the Lease and such other information as Tenant deems necessary. Tenant shall provide the Landlord a copy of the recorded Memorandum of Lease after recordation.

48. Interpretation. Each party to this Agreement and its counsel have reviewed and revised this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be

employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement.

49. Date of Agreement. The parties acknowledge that certain obligations of Landlord and Tenant are to be performed within certain specified periods of time which are determined by reference to the date of execution of this Agreement. The parties therefore agree that wherever the term "date of execution of this Agreement," or words of similar import are used herein, they shall mean the date upon which this Agreement has been duly executed by Landlord or Tenant, whichever is the later to so execute this Agreement. The parties further agree to specify the date on which they execute this Agreement beneath their respective signatures in the space provided and warrant and represent to the other that such a date is in fact the date on which each duly executed this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LANDLORD:

TENANT:

By: Steven O'Dorizio

By: [Signature]

Title: chair

Title: CEO

Date: NOVEMBER 3, 2016

Date: 10/6/16

STATE OF Colorado, COUNTY Adams, to wit:

The foregoing instrument was acknowledged before me in my jurisdiction aforesaid this 3rd day of NOVEMBER, 2016, by STEVEN J. O'DORIZIO, who is chair of county commissioners, a body, for and on behalf of the county commissioners who is, a body.

Notary Public for: Erica Hannah
My Commission Expires: 03-08-2020

ERICA HANNAH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20164009409
MY COMMISSION EXPIRES 03-08-2020

STATE OF Colorado, COUNTY OF Boulder, to wit:

The foregoing instrument was acknowledged before me in my jurisdiction aforesaid this 6 day of October, 2016, by Paul Spencer, who is CEO of Clean Energy Collective, a Colorado Limited Liability Company, for and on behalf of the Clean Energy Collective.

Notary Public for: Clean Energy Collective
My Commission Expires: 6/23/20

Tiffany McLean
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164023956
MY COMMISSION EXPIRES JUNE 23, 2020

APPROVED AS TO FORM
COUNTY ATTORNEY
[Signature]

EXHIBIT A
LEGAL DESCRIPTION OF LEASED
PREMISES

Approximately 15 acres of land within the SWNW, Section 17, Township 3 South, Range 64 West, 6th PM, having a physical street address of 36055 E 48th Ave, Watkins, CO 80137.

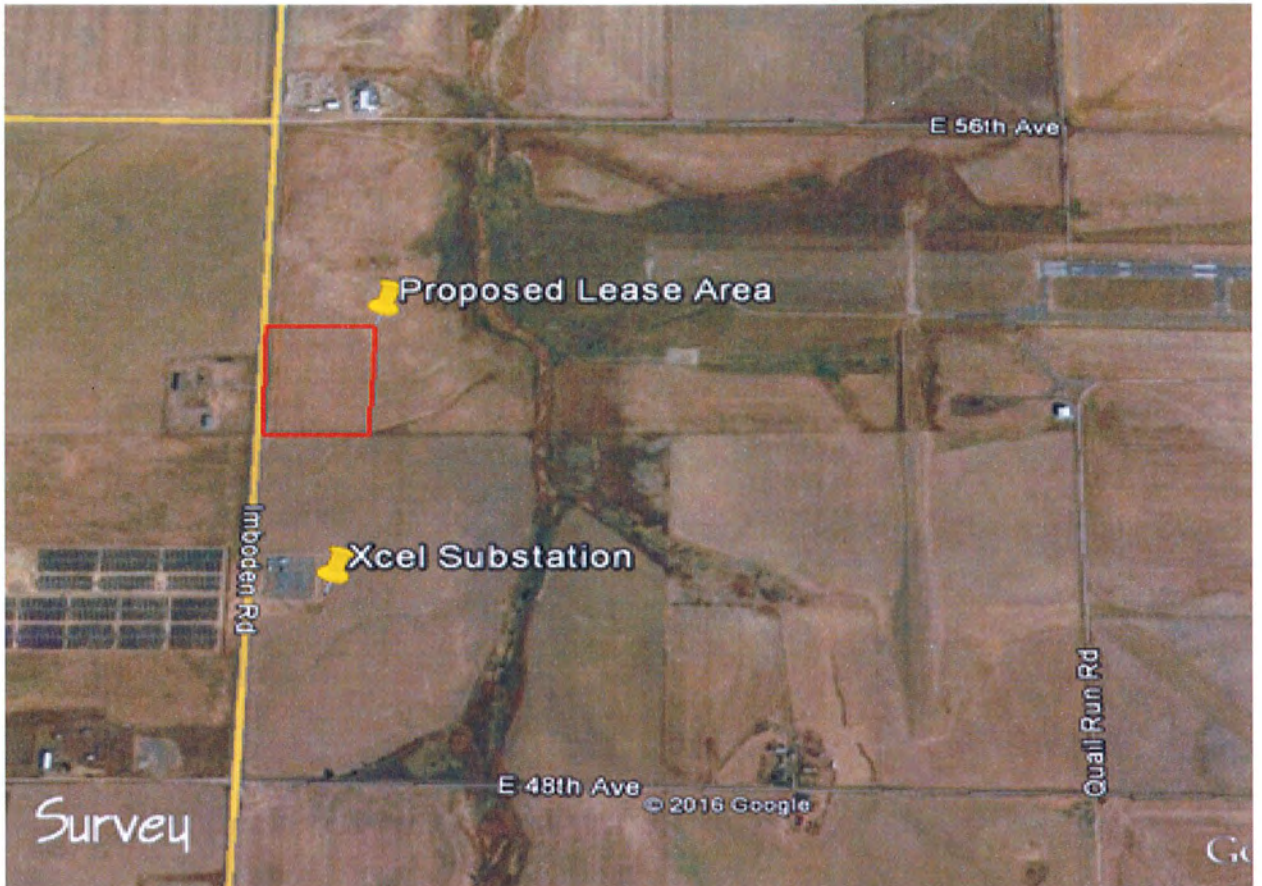


EXHIBIT B

TENANT'S SURVEY OF THE LEASED
PREMISES

To be revised by Tenant based upon the survey referenced in Section 2 of the Agreement.

EXHIBIT C



CERTIFICATE OF LIABILITY INSURANCE

CLEAENE-03 SAWANTSV

DATE (MM/DD/YYYY)
9/1/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|-------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| PRODUCER Willis of North Carolina, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191 | CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): (877) 945-7378 FAX (A/C No.): (888) 467-2378 E-MAIL ADDRESS: certificates@willis.com | |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Clean Energy Collective LLC 361 Centennial Parkway, 3rd Floor Louisville, CO 80027 | INSURER A: Travelers Property Casualty Company of America NAIC # 25674 | |
| | INSURER B: Charter Oak Fire Insurance Company 25615 | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | | 660-5H57190A | 09/01/2016 | 09/01/2017 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | BA-5H57190A | 09/01/2016 | 09/01/2017 | COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$ | | | EX-5H57190A | 09/01/2016 | 09/01/2017 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | UB8D10144A15 | 11/01/2015 | 11/01/2016 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| | |
|-------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CERTIFICATE HOLDER Clean Energy Collective, LLC 361 Centennial Pkwy #300 Louisville, CO 80027 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|-------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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ACORD 25 (2014/01)

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EXHIBIT D
LANDLORD ACKNOWLEDGEMENT OF COLLATERAL ASSIGNMENT OF LEASE

This Landlord Consent to Collateral Assignment of Lease Agreement (this "Consent") is granted and made by _____ ("Landlord") in connection with certain Option Lease dated _____, 20__ (the "Lease") by and between Landlord and _____ as Tenant.

1. Tenant has entered into a Loan Agreement ("Loan Agreement") with _____ ("Lender") for the extension of credit (the "Loan") in regard to a solar electric generating facility referred in said Loan Agreement as the "Solar Facility" and in said Lease and this Consent as the "Solar Garden".
2. Tenant as borrower under the Loan Agreement, has executed a Collateral Assignment in favor of Lender whereby Tenant is giving Lender a pledge, mortgage, and/or collateral assignment of all of its right, title and interest arising under the Lease as tenant of the Leased Premises, and providing Lender such other rights as set forth in such Collateral Assignment.
3. Landlord hereby consents to the Collateral Assignment of the Lease given from Tenant to Lender. Landlord acknowledges that in this connection, Lender shall be entitled to perform any obligation under the Lease in lieu of the performance of such obligation by Tenant, but that Lender shall not be obligated to perform any such obligation.
4. Landlord also acknowledges and agrees that the following statements are true and correct:
 - a. **Landlord is the fee owner of the Leased Premises described in the Lease Agreement, and (1) a true and correct copy of the Lease is attached hereto as Exhibit 1; (2) the Lease is in full force and effect; (3) Landlord has not modified, amended or changed the Lease in any material respect; (4) to the best of Landlord's knowledge, the Lease constitutes the entire agreement between Landlord and Tenant with respect to the Leased Premises; and (5) to the actual knowledge of Landlord, (i) there are no existing defaults by Tenant under the Lease, (ii) all amounts due under the Lease from Tenant to Landlord as of the date of this Consent have been paid; and (iii) there are no leases in effect to which the Tenant's use of the Leased Premises shall be subordinate.**
 - b. **Tenant owns the Solar Garden including without limitation all Site Improvements and Infrastructure (as defined in the Lease) and all related fixtures and personal property. Landlord does not own any personal property that is located on the Premises, and agrees that Landlord shall not pursue any liens or claims whatsoever against said Solar Garden, Site Improvements, Infrastructure, fixtures and personal property.**
 - c. **Except those interests appearing in the records of the county recorder(s) where the Solar Garden is situated, Landlord has not granted any interests in the Leased Premises to any person or entity other than Tenant, and as long as Tenant is not in default of the Lease, Landlord will ensure Tenant's quiet enjoyment of the Leased Premises in accordance with the terms and conditions of the Lease.**

5. Landlord also acknowledges and consents:
- a. **To Tenant's execution of a leasehold mortgage or deed of trust encumbering Tenant's leasehold estate under the Lease and the Solar Farm.**
 - b. **To Lender's access to the Leased Premises as necessary to inspect or protect its Collateral.**
 - c. **To provide upon request of Lender, as a collateral assignee of rights under the Lease, subsequent signed statements indicating whether or not any defaults exist under the Lease, and addressing such other matters concerning the Leased Premises and the Lease as Lender may reasonable request.**
 - d. **To the recording by Tenant or Lender of the Collateral Assignment and this Consent of Landlord thereto.**
6. Landlord acknowledges that all notices to Tenant under the Lease Agreement shall be sent to:

Attn: _____, Authorized Representative
361 Centennial Drive, 3rd Floor
Louisville, CO 80027
Telecopier Number: (800) 646-0323
Telephone Number: (970)692-2592

with a copy in each case to:

[Lender Information]

Signatures on Next Page

**FIRST AMENDMENT TO
LAND LEASE AGREEMENT
(Solar Farm)**

This first amendment (“Amendment 1”) to that certain Land Lease Agreement dated October 6, 2016 and recorded on December 15, 2016 at reception #2016000109439 (the “Lease”), is hereby made and entered into this 23rd day of February, 2017, by and between Adams County (“Landlord”) and CEC Solar #1130, LLC, a Colorado limited liability company (“Tenant”).

WHEREAS, any capitalized or defined terms not specifically defined herein shall have their meaning as set forth in the Lease;

WHEREAS, the Parties desire to amend the Lease as herein stated;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Exhibit A of the Lease is replaced in its entirety with Exhibit A of this Amendment.
2. Exhibit B of the Lease is replaced in its entirety with Exhibit B of this Amendment.
3. In Section 2 paragraph 2 of the Lease, the term “non-aeronautical-related purposes” is replaced in its entirety with “Concurrent Uses as approved by the FAA.”
4. As previously stated in the Lease, throughout the Lease all references to “Landlord” shall mean Adams County.
5. Except as modified by this Amendment 1, the terms of the Lease continue in full force and effect.
6. This Amendment 1 may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and same agreement. Delivery of an executed counterpart of this Agreement by facsimile or PDF transmission will be deemed as effective as delivery of an originally executed counterpart.

[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as a sealed instrument, as of the day and year first above written.

TENANT:

CEC Solar #1130, LLC
by Clean Energy Collective, LLC,
its Manager

By: 

Name: Paul Spencer

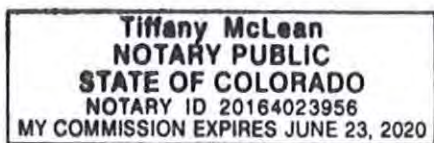
Title: Chief Executive Officer

COMMONWEALTH / STATE OF COLORADO)
) ss
COUNTY OF BOULDER)

On this 28th day of ~~January~~ ^{April}, 2017, before me, the undersigned notary public in and for said Commonwealth/State, personally appeared Paul Spencer proved to me on the basis of satisfactory evidence of identification, which were personally known, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed such document voluntarily on behalf of CEC Solar #1130, LLC for its stated purpose (as Tenant).

WITNESS my hand and official seal.


Notary Public



LANDLORD:

Adams County

By: _____

Name: _____

Title: _____

COMMONWEALTH/STATE OF COLORADO)
) SS:
COUNTY OF _____)

On this ____th day of January, 2017, before me, the undersigned notary public in and for said Commonwealth/State, personally appeared _____, proved to me on the basis of satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed such document voluntarily for its stated purpose (as Landlord).

WITNESS my hand and official seal.

Notary Public

My Commission Expires: _____

"EXHIBIT A"
PAGE 1 OF 2

LEASE AREA:

A LEASE AREA EXISTING OVER AND ACROSS A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 64 WEST, OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

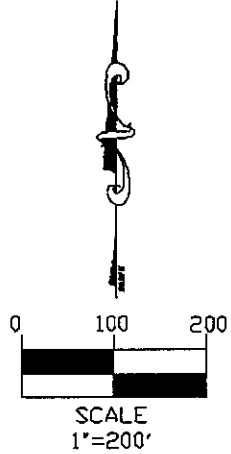
COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 17, BEING A 3 1/4" ALUMINUM CAP LS 30109, AND CONSIDERING THE LINE TO THE NORTHWEST CORNER OF SAID SECTION 17, BEING A 3 1/4" ALUMINUM CAP LS 30109, TO BEAR NORTH 00°18'12" WEST; THENCE NORTH 55°55'33" EAST, A DISTANCE OF 146.76 FEET MORE OR LESS TO A POINT BEING 122.00 FEET EAST OF THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17 TO THE TRUE POINT OF BEGINNING; THENCE NORTH 00°18'12" WEST ALONG A LINE BEING 122.00 FEET EAST OF AND PARALLEL TO SAID WEST LINE OF SECTION 17, A DISTANCE OF 747.87 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 710.08 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 747.86 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 706.12 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING. SAID LEASE AREA CONTAINING 529,562 SQ. FT. OR 12.16 ACRES MORE OR LESS.

GREEN MOUNTAIN SURVEYING
SAMUEL A. KNIGHT
CO PLS# 38,127

PROJECT LOCATION:
THE NORTHWEST QUARTER,
OF SECTION 17, TOWNSHIP 3 SOUTH,
RANGE 64 WEST, 6TH P.M.,
COUNTY OF ADAMS,
STATE OF COLORADO.

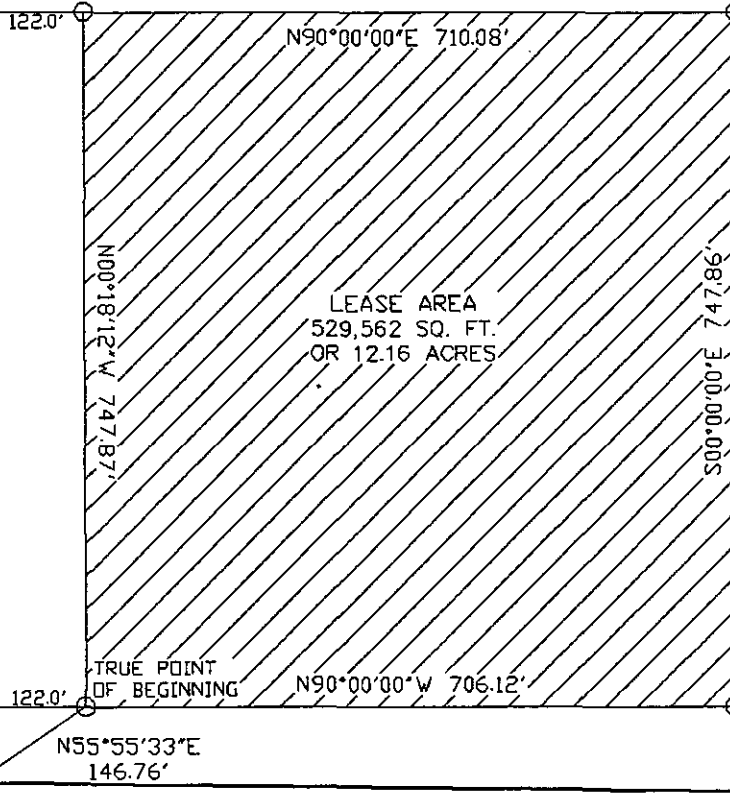
"EXHIBIT A"
PAGE 2 OF 2

THE NORTHWEST CORNER OF
THE NORTHWEST QUARTER
OF SECTION 17,
TOWNSHIP 3 SOUTH,
RANGE 64 WEST,
FOUND 3 1/4" ALUMINUM CAP
IN RANGE BOX LS 30109
PER MONUMENT RECORD DATED 01/27/03



THE WEST LINE OF THE
NORTHWEST QUARTER
OF SECTION 17
N00°18'12"W

POINT OF COMMENCEMENT
THE SOUTHWEST CORNER OF
THE NORTHWEST QUARTER
OF SECTION 17,
TOWNSHIP 3 SOUTH,
RANGE 64 WEST,
FOUND 3 1/4" ALUMINUM CAP
IN RANGE BOX LS 30109
PER MONUMENT RECORD DATED 11/22/06



THE SOUTH LINE OF THE
NORTHWEST QUARTER
OF SECTION 17

GREEN MOUNTAIN SURVEYING
SAMUEL A. KNIGHT
CO PLS# 38,127

PROJECT LOCATION:
THE NORTHWEST QUARTER,
OF SECTION 17, TOWNSHIP 3 SOUTH,
RANGE 64 WEST, 6TH P.M.,
COUNTY OF ADAMS,
STATE OF COLORADO.

"EXHIBIT B"
PAGE 1 OF 2

ACCESS EASEMENT:

AN ACCESS EASEMENT EXISTING OVER AND ACROSS A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 64 WEST, OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

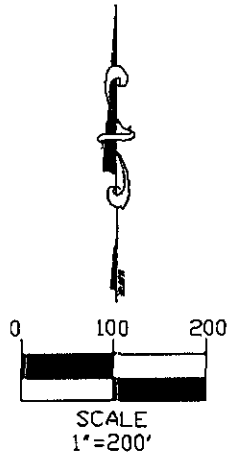
COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 17, BEING A 3 1/4" ALUMINUM CAP LS 30109, AND CONSIDERING THE LINE TO THE NORTHWEST CORNER OF SAID SECTION 17, BEING A 3 1/4" ALUMINUM CAP LS 30109, TO BEAR NORTH 00°18'12" WEST; THENCE NORTH 04°30'09" EAST, A DISTANCE OF 358.09 FEET MORE OR LESS TO A POINT BEING 30.00' EAST OF THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17, TO THE TRUE POINT OF BEGINNING; THENCE NORTH 00°18'12" WEST ALONG A LINE BEING 30.00 FEET EAST OF AND PARALLEL TO SAID WEST LINE, A DISTANCE OF 35.83 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 9.63', HAVING A RADIUS OF 15.00', AND A CHORD BEARING SOUTH 71°36'41" EAST, A DISTANCE OF 9.46 FEET; THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 24.68 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 10.94 FEET, HAVING A RADIUS OF 15.00', AND A CHORD BEARING NORTH 69°06'18" EAST, A DISTANCE OF 10.70 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 32.82 FEET, HAVING A RADIUS OF 45.00 FEET, AND A CHORD BEARING NORTH 69°06'18" EAST, A DISTANCE OF 32.10 FEET; THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 18.29 FEET; THENCE SOUTH 00°18'12" EAST, A DISTANCE OF 30.00 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 18.45 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 10.94 FEET, HAVING A RADIUS OF 15.00 FEET, AND A CHORD BEARING SOUTH 69°06'18" WEST, A DISTANCE OF 10.70 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 32.82 FEET, HAVING A RADIUS OF 45.00 FEET, AND A CHORD BEARING SOUTH 69°06'18" WEST, A DISTANCE OF 32.10 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 24.68 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 9.39 FEET, HAVING A RADIUS OF 15.00 FEET, AND A CHORD BEARING SOUTH 72°03'40" WEST, A DISTANCE OF 9.24 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING. SAID EASEMENT CONTAINING 2,888 SQ. FT. OR 0.07 ACRES MORE OR LESS.

GREEN MOUNTAIN SURVEYING
SAMUEL A. KNIGHT
CO PLS# 38,127

PROJECT LOCATION:
THE NORTHWEST QUARTER,
OF SECTION 17, TOWNSHIP 3 SOUTH,
RANGE 64 WEST, 6TH P.M.,
COUNTY OF ADAMS,
STATE OF COLORADO.

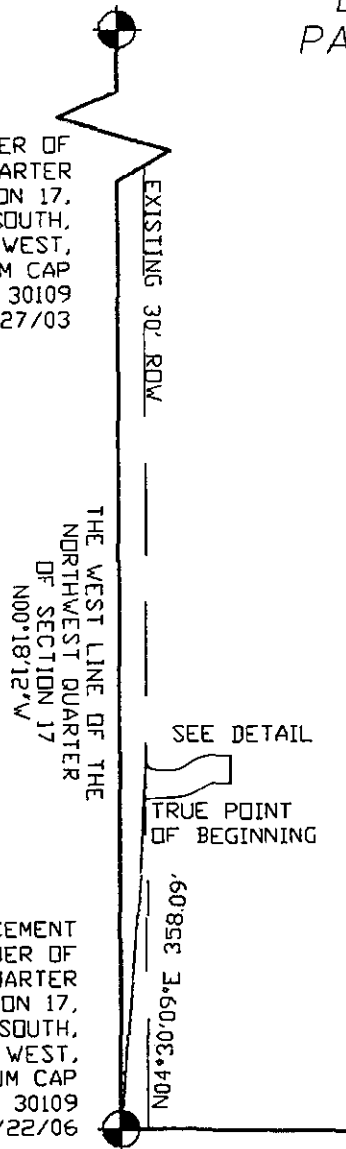
"EXHIBIT B"
PAGE 2 OF 2

THE NORTHWEST CORNER OF
THE NORTHWEST QUARTER
OF SECTION 17,
TOWNSHIP 3 SOUTH,
RANGE 64 WEST,
FOUND 3 1/4" ALUMINUM CAP
IN RANGE BOX LS 30109
PER MONUMENT RECORD DATED 01/27/03

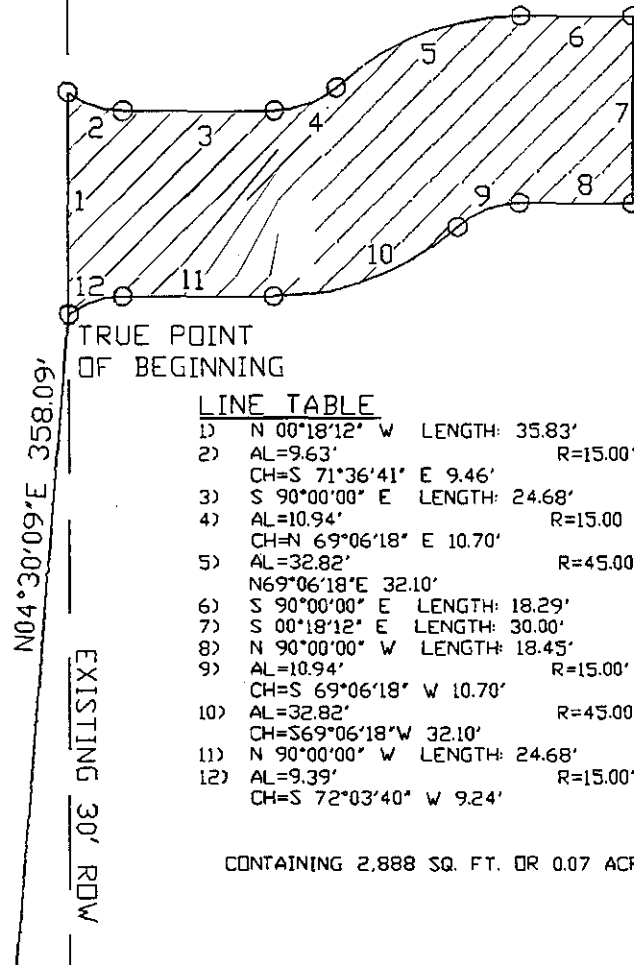


POINT OF COMMENCEMENT
THE SOUTHWEST CORNER OF
THE NORTHWEST QUARTER
OF SECTION 17,
TOWNSHIP 3 SOUTH,
RANGE 64 WEST,
FOUND 3 1/4" ALUMINUM CAP
IN RANGE BOX LS 30109
PER MONUMENT RECORD DATED 11/22/06

GREEN MOUNTAIN SURVEYING
SAMUEL A. KNIGHT
CO PLS# 38,127



ACCESS EASEMENT DETAIL
SCALE 1"=30'



LINE TABLE

| | | |
|-----|-------------------------|----------------|
| 1) | N 00°18'12" W | LENGTH: 35.83' |
| 2) | AL=9.63' | R=15.00' |
| 3) | CH=S 71°36'41" E 9.46' | LENGTH: 24.68' |
| 4) | AL=10.94' | R=15.00' |
| 5) | CH=N 69°06'18" E 10.70' | R=45.00' |
| | AL=32.82' | |
| | N69°06'18"E 32.10' | |
| 6) | S 90°00'00" E | LENGTH: 18.29' |
| 7) | S 00°18'12" E | LENGTH: 30.00' |
| 8) | N 90°00'00" W | LENGTH: 18.45' |
| 9) | AL=10.94' | R=15.00' |
| | CH=S 69°06'18" W 10.70' | R=15.00' |
| 10) | AL=32.82' | |
| | CH=S69°06'18"W 32.10' | |
| 11) | N 90°00'00" W | LENGTH: 24.68' |
| 12) | AL=9.39' | R=15.00' |
| | CH=S 72°03'40" W 9.24' | |

CONTAINING 2.888 SQ. FT. OR 0.07 ACRES

PROJECT LOCATION:
THE NORTHWEST QUARTER,
OF SECTION 17, TOWNSHIP 3 SOUTH,
RANGE 64 WEST, 6TH P.M.,
COUNTY OF ADAMS,
STATE OF COLORADO.



PUBLIC HEARING AGENDA ITEM

| |
|------------------------------------------------------------------------------------------------|
| DATE OF PUBLIC HEARING: 05/23/17 |
| SUBJECT: Assignment of Solar Farm |
| FROM: Jeri Coin, on behalf of Dave Ruppel |
| AGENCY/DEPARTMENT: Front Range Airport |
| HEARD AT STUDY SESSION ON: |
| AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO |
| RECOMMENDED ACTION: That the Board of County Commissioners approves the resolution. |

BACKGROUND:

In 2016, the Landlord entered into a Land Lease with CEC Solar #1130, LLC (“Assignor”); and, by means of the attached Consent to Assignment and Assignment the Assignor wishes to assign its right, title and interest in and to the Land Lease to Clean Focus Renewables, Inc. (“Assignee”), and Assignee wishes to take assignment of the Land Lease from Assignor. The Land Lease requires Landlord’s consent to any assignment.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney

ATTACHED DOCUMENTS:

Resolution
Land Lease
Consent to Assignment & Assignment

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

| |
|---------------------|
| Fund: |
| Cost Center: |

| | Object Account | Subledger | Amount |
|----------------------------------------------------|-----------------------|------------------|---------------|
| Current Budgeted Revenue: | | | |
| Additional Revenue not included in Current Budget: | | | |
| Total Revenues: | | | <hr/> <hr/> |

| | Object Account | Subledger | Amount |
|-------------------------------------------------------------|-----------------------|------------------|---------------|
| Current Budgeted Operating Expenditure: | | | |
| Add'l Operating Expenditure not included in Current Budget: | | | |
| Current Budgeted Capital Expenditure: | | | |
| Add'l Capital Expenditure not included in Current Budget: | | | |
| Total Expenditures: | | | <hr/> <hr/> |

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING CONSENT TO ASSIGNMENT AND ASSIGNMENT AMONG
ADAMS COUNTY, CLEAN FOCUS RENEWABLES, INC., AND CEC SOLAR # 1130, LLC

Resolution 2017-

WHEREAS, Adams County is a body corporate and politic that owns and operates an airport known as Front Range Airport (“Landlord”); and,

WHEREAS, in 2016, the Landlord entered into a Land Lease with CEC Solar #1130, LLC (“Assignor”); and,

WHEREAS, by means of the attached Consent to Assignment and Assignment the Assignor wishes to assign its right, title and interest in and to the Land Lease to Clean Focus Renewables, Inc. (“Assignee”), and Assignee wishes to take assignment of the Land Lease from Assignor; and,

WHEREAS, the Land Lease requires Landlord’s consent to any assignment.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Consent to Assignment and Assignment of Land Lease from CEC Solar #1130, LLC to Clean Focus Renewables, Inc., a copy of which is attached hereto, is hereby approved.

BE IT FURTHER RESOLVED, that the Chairman is authorized to execute said Consent to Assignment on behalf of Adams County.

**LAND LEASE AGREEMENT-
(SOLAR FARM)**

This Land Lease Agreement (the "Lease") is made effective this 6th day of October, 2016 ("Effective Date") by and between Adams County, on behalf of the Front Range Airport, located at 5200 Front Range Parkway, Watkins, Colorado 80137, ("Landlord") and CEC Solar # 1130, LLC, a Colorado limited liability company, having an office at 361 Centennial Parkway, Third Floor, Louisville, Colorado 80027 ("Tenant"). Tenant and Landlord are each individually referred to herein as a "Party" and collectively as the "Parties."

For and in consideration of the mutual covenants hereinafter contained, the Parties agree as follows:

1. Lease and Description. Upon the terms and conditions hereinafter set forth, the Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, those certain premises situated at the Front Range Airport, Adams County, Colorado, a 653,000 square foot (approximately 15 acres) parcel of property commonly known as a portion of the Front Range Airport property at 5200 Front Range Parkway, located in Adams County, Watkins, Colorado, together with ingress, egress, and utility easements on the airport providing access to and from a public road and the point of utility interconnection, if on airport property, as described in Sections 5 and 6 below (the "Leased Premises"). A legal description of the Leased Premises is attached hereto and incorporated herein as Exhibit A. Landlord grants to Tenant the right to survey the Leased Premises at Tenant's cost, and the legal description of the Leased Premises, including any access or utility easements, provided in the survey shall then become Exhibit B, which shall be attached hereto and made a part hereof. In the event of any discrepancy between the description of the property contained herein and the survey, the survey shall control.

2. Business Purpose. The Leased Premises shall be used for the construction and operation of a Solar Farm and related facilities under the terms and conditions of this Lease which shall not be construed as creating or vesting in the Tenant or any subtenant or assignee a fee interest in the Premises.

The construction of an approximately two (2) Megawatt solar farm (the "Solar Farm") and facilities constructed on the Leased Premises and the leasehold interest created hereby are to be used for non-aeronautical-related purposes, including but not limited to the activities listed in Section 6. The tenancy created hereby is subject to the terms of this Lease, the Minimum Standards of Front Range Airport, all applicable federal, state and local laws and ordinances. The Minimum Standards shall be provided by the Landlord to the Tenant in writing upon the approval of this Lease and thereafter from time to time as they are amended.

3. Term. The initial term of this Lease shall commence on the Effective Date of this lease and shall run for twenty (20) years from the earlier of the date the Solar Farm is interconnected with the utility or one (1) year from the Effective Date of this lease (the "Initial Term"). So long as the Tenant is in full compliance with the terms of the Lease and the Minimum Standards of Front Range Airport, the Tenant may extend the term of this Lease for an additional ten (10) year period (the "Extension Term"). In order to exercise this extension option, Tenant shall deliver to Landlord, not less than ninety (90) days prior to the expiration of the Initial Term, written notice of Tenant's intent to extend this for such additional ten (10) year period.

4. Rent. The rent shall be \$1,333.33 per acre, per year, for a first-year payment of \$20,000, together with Annual Escalation outlined below. Said Rent shall be due within thirty days of the earlier of the date the Solar Farm is interconnected with the utility or one (1) year from the Effective Date of this lease (the "Rent Payment Date"). Rent for subsequent years shall be due upon the anniversary of the Rent Payment Date of this Lease.

Rent payment shall be made at 5200 Front Range Parkway, Watkins, Colorado 80137, or at such other address as the Landlord notifies the Tenant in writing during the original or any extended term of the Lease. The Tenant shall also pay for any calendar year or fraction thereof for which rent is due but not paid within ten (10) calendar days of the due date a late charge equal to five percent (5%) of the rent due and any accrued late charges.

Annual Escalation. Commencing on January 1, 2018, and once every year thereafter, the rent shall increase by 3.0%.

5. Assignment of Lease. Tenant shall not assign or transfer this Agreement, or any interest herein, without the prior written consent of Landlord which shall not be unreasonably withheld, delayed or conditioned, and consent to an assignment shall not be deemed to be a consent to any subsequent assignment. Notwithstanding the foregoing, Tenant is expressly permitted to assign its rights and responsibilities under this Agreement, without obtaining Landlord's consent and in its sole discretion, to any entity owned or controlled by Tenant or under common ownership or control with Tenant provided: (1) the Tenant provides the Landlord and maintains a current list of the names, addresses and telephone numbers of these entities; and (2) the entities agree in writing to abide by all the terms and conditions of this Lease.

6. Improvements of Leased Premises. All improvements constructed on the Premises are subject to the following terms and conditions:

a. Landlord has reviewed and approved Tenant's Solar Farm Facility Plans for construction (the "Plans") prior to execution of this Lease and agrees that such Plans meet the Minimum Standards of Front Range Airport. All improvements shall be built in

substantial conformance with those Plans, including layout plans and elevations of the finished solar farm. Any subsequent material change to the Plans, and any construction after the initial installation of Tenant's Solar Farm facilities (excluding Tenant's routine/periodic maintenance and replacement of said initially approved facilities) shall be submitted to Landlord for approval, such approval not to be unreasonably delayed or withheld. Landlord shall have twenty (20) days to issue its approval or disapproval of said subsequent change. If no approval or denial is received by Tenant within such twenty (20) day period, Landlord's approval shall be deemed to have been given.

b. Components. Tenant shall construct an approximately two (2) Megawatt solar farm (the "Solar Farm") at its sole expense. The Solar Farm shall consist of racking and foundations; inverters and transformers; necessary electrical interconnections and all improvements and connections required to transfer and deliver generation offsite, including three (3) phase extensions and power box(es); a 200 to 400 square-foot structure to house electrical and maintenance equipment ("PV Box"); security fencing and gating, with cameras, enclosing the Leased Premises; safety signage and solar photo voltaic ("PV") panels (collectively the "Site Improvements and Infrastructure"). Except as set forth herein, Landlord has no obligation to make improvements on the Leased Premises or Landlord's real property to accommodate the Solar Farm.

c. Use of Non-Leased Area. Tenant shall use reasonable efforts to use only the Leased Premises for ingress and egress, storage, construction and all improvement activities, and shall not use the property of the Landlord other than the Leased Premises for the improvement activities except as otherwise agreed. Should Tenant require additional area for lay down or storage during the construction of the improvements then Landlord shall allow use of one acre for a lay down or storage area directly adjacent to the Leased Premises at no additional cost to Tenant. Said lay down / storage area shall be depicted on the Plans and be approved at time of Lease execution. Provided however, that Tenant shall not have the right to place any improvements on such one acre area, and shall only have use of the additional one acre one time for period not to exceed six months. Tenant shall ensure that it repairs the surface of the one acre area to the extent that its laydown and storage activities causes damage thereto.

d. New Construction. For any new construction on the Leased Premises, such construction shall be designed and built in accordance with applicable law in effect at the time of construction, including without limitation, the applicable building and fire codes of such agencies and the Minimum Standards.

e. Signage. Tenant shall have the right to place one or more signs advertising the Solar Farm provided that, prior to putting up any such signage, Tenant has obtained any required sign permits from the local governing authority and such signs comply with the Minimum Standards. In the event that there is a conflict between the Minimum Standards and applicable law or permits, the requirements of applicable law or permits shall control.

f. Fencing. Tenant shall maintain a security fence around the Solar Farm including along Imboden Road for the duration of the Term and any extensions thereto.

g. Unless construction of the improvements is commenced within twelve (12) months after execution of Lease, this Lease shall become null and void, unless the Parties agree in writing to a longer period in which to commence construction. If the Lease becomes null and void pursuant to this section, the Tenant shall be entitled to return of prorated advance rents and other fees paid to the Landlord. Construction shall be completed by twenty-four (24) months after the execution of the Lease. Timely completion of construction is a material term of this Lease. All permits and approvals required for construction of the said improvements and/or use of the Leased Premises shall be obtained by the Tenant in a timely fashion at Tenant's sole expense.

7. Ingress, Egress, Utility and Solar Easement. As part of the Leased Premises, Landlord hereby grants to Tenant an easement for ingress and egress to the Leased Premises in a mutually agreeable location, for access to and from Leased Premises from a public road, and over property of Landlord within and adjacent to the Leased Premises for construction and maintenance of the Site Improvements and Infrastructure on the Leased Premises, for the installation, construction, use and maintenance of underground and aboveground telephone, telegraph, and power lines and electric utilities in connection with Tenant's use of the Leased Premises, and upon and above the property of Landlord for the unrestricted right to receive and utilize solar energy at the Solar Farm (the "Easement"). The term of this Easement shall commence upon the Commencement Date of this Lease and shall continue until the last to occur of (i) expiration of the Lease Term, or (ii) removal by Tenant of all of its property from the Leased Premises after expiration of the Lease Term, including removal of Tenant's property and infrastructure from the Easement. Additional details concerning the location and configuration of the Easement may be specified by the parties not later than ten (10) business days after execution of this Agreement and shall be included in any recorded Memorandum of this Lease. In addition, at Tenant's request and expense, this Easement shall be set forth in a separate Easement Agreement, which Landlord and Tenant agree to execute and which Tenant shall have recorded as an encumbrance on the property of Landlord and binding upon all subsequent owners, successors, and assigns. Upon expiration of the Easement, Tenant shall repair any damage to the Easement area caused by Tenant or Tenant's agents. Upon expiration of the Easement, Tenant shall, at Landlord's request, execute a termination of Easement for recording purposes.

8. Utilities. Tenant is responsible, at its sole cost, for bringing utilities from the present point of termination to the perimeter of the Premises. Notwithstanding the foregoing, Landlord agrees to execute any easement agreement required by the local utility to bring utilities to the point of interconnection with the Solar Farm. The Tenant must provide all improvements within the perimeter of the Leased Premises that Tenant determines it requires in its sole discretion, including, but not limited to, any necessary

paving, landscaping, buildings, parking, lighting, telephone and other facilities or utilities. All utilities shall be underground within the Leased Premises. Tenant hereby covenants and agrees to pay all monthly or other regular charges for lighting, and for all other public utilities which shall be used in or charged against the Leased Premises by Tenant during the full terms of this Lease. Landlord agrees to cooperate in the acquisition of temporary hook ups.

9. Taxes. Landlord is a tax exempt entity. Tenant shall pay all personal property taxes associated with its facilities and leasehold interest and, as additional Rent, any increase in real property taxes levied against the Leased Premises that is directly attributable to Tenant's improvements to the Leased Premises.

10. Repair, Maintenance and Security.

a. At its sole expense, the Tenant shall keep the Leased Premises and all improvements thereon in good repair and in a safe and sanitary condition. The Leased Premises shall at all times be maintained in accordance with any applicable Building Code, Zoning Regulation, or Ordinance of Adams County.

b. During construction, Tenant shall, at its expense, be responsible for the immediate clean up of any dirt and/or mud that Tenant tracks or blows upon the adjacent pavement areas.

c. Maintenance. The Solar Farm shall be maintained by Tenant at its own expense. Tenant shall maintain, protect and preserve the Solar Farm in a safe, neat and attractive condition and in good and serviceable repair. Tenant shall be responsible for ongoing vegetation and weed management on the Leased Premises.

d. Snow Removal. Landlord does not provide snow removal service on the access road serving the Leased Premises. Snow removal on the Leased Premises, if needed, shall be the responsibility of Tenant as necessitated by Tenant's operation of the Solar Farm. Any snow removal activities will minimize any damage to the existing ground surface of the site. Tenant will promptly repair any damage to the Leased Premises caused by its snow removal activities. Tenant will only use the existing or new access roads via the access easement for vehicle access to the site.

e. Security. Security for the Solar Farm shall be the responsibility of Tenant. Nothing in this Agreement shall be construed to impose security obligations upon Landlord. Landlord shall not be liable for any loss or damages suffered by Tenant or third party solar panel owners due to Tenant's and such third parties' use and occupancy of and activities on the Leased Premises.

11. Use. The Tenant shall conduct on the Leased Premises only the business for which it is leased and shall not use the Leased Premises for any illegal purpose. The

Tenant's uses under this Lease include the construction and operation of the Solar Farm, and activities related thereto. Nothing in this Agreement shall be deemed to give Tenant the right to engage in any activities which are not related to the foregoing use, except as otherwise allowed under the provisions of this Lease.

12. Title and Quiet Possession. Landlord represents and covenants that Landlord owns the Leased Premises and property subject to the Easement in fee simple, free and clear of all liens, encumbrances, and restrictions of every kind and nature, except for those that currently appear in the recorded chain of title and are reported as exceptions on the commitment for title insurance that Tenant may obtain.

Landlord represents and warrants to Tenant that Landlord has the full right to make this Lease and that Tenant shall have quiet enjoyment and peaceful possession of the Leased Premises and the Easement throughout the Lease Term.

13. Title to Site Improvements and Infrastructure.

(a) Site Improvements and Infrastructure. Title to the Site Improvements and Infrastructure remains with Tenant at all times during the Term. Upon expiration of this Agreement, title to the Site Improvements and Infrastructure shall be designated in accordance with Section 24, below.

(b) Repair of Landlord's Property. In the event that Tenant causes any damage to Landlord's real property, including without limitation any above-ground or underground utilities, in the course of any activity undertaken by Tenant under this Agreement, Tenant shall facilitate the repair of such damage to return such property of Landlord to substantially the same condition as it existed prior to such damage, at Tenant's sole expense.

14. Subordination, Attornment, and Nondisturbance. Tenant agrees that, if requested by Landlord, this Lease shall be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Leased Premises and to all modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust, provided that Landlord first delivers to Tenant a Non-Disturbance Agreement (defined below) from the holder of such lien or mortgage. In any case Tenant's possession of the Leased Premises and use of the Easements shall not be disturbed so long as Tenant shall continue to perform its duties and obligations under this Lease. Except as otherwise set forth herein, Landlord agrees that any right, title or interest created by Landlord from and after the date hereof in favor of or granted to any third party shall be subject to (i) this Agreement and all of Tenant's rights, title and interests created in this Agreement, and (ii) any and all documents executed by and between Tenant and Landlord in connection with this Agreement. "Non-disturbance Agreement" shall mean an agreement in form reasonably acceptable to Tenant, between Tenant, Landlord and the holder of a lien or a mortgage that provides that the holder of such lien or a mortgage (i) agrees not to disturb Tenant's possession or rights under this Agreement, (ii) agrees to provide notice of defaults under the lien or a mortgage documents to Tenant and agrees to allow Tenant and its lenders a reasonable period of time following such notice to cure such defaults on behalf of Landlord, and (iii) agrees

to comply with such other requirements as may be reasonably required by Tenant or its lenders to ensure the interests of Tenant or its lenders are not interfered with. Tenant agrees to attorn to the mortgagee, trustee, or beneficiary under any such mortgage or deed of trust, and to the purchaser in a sale pursuant to the foreclosure thereof; provided that such mortgagees, trustees, beneficiaries and purchasers agree in writing that Tenant's possession of the Leased Premises and use of the Easements shall not be disturbed so long as Tenant shall continue to perform its duties and obligations under this Lease. Tenant's obligation to perform such duties and obligations shall not be in any way increased or its rights diminished by the provisions of this paragraph. Within ten (10) business days of execution of this Agreement or within ten (10) business days of the date of creation of any future mortgages or deeds of trust, Landlord shall request Landlord's secured lenders to provide a Subordination and Non-Disturbance Agreement provide an Attornment and Nondisturbance Agreement from Landlord's secured lenders, if any, in form reasonably acceptable to Tenant, and executed and acknowledged by Landlord and the holder of any mortgage or deed of trust to which this Lease is, or shall become, subordinate.

15. Mortgage of Leasehold Interests.

a. Lender Collateral. Tenant shall have the right to pledge, mortgage and/or collaterally assign its leasehold interest and the Solar Farm as security to lender(s) (hereinafter "Lenders") for financing purposes without the further consent of Landlord. Landlord agrees to execute and deliver to Tenant within thirty (30) days of any Tenant request therefor made from time to time, a Landlord Acknowledgement of Collateral Assignment of Lease in the form similar to that of Exhibit D hereto. Landlord also agrees to promptly execute an estoppel certificate and any such other documentation as may reasonably be required by such lender(s) from time to time to certify as to the status of this Lease and to the performance of Tenant hereunder as of the date of such certification.

b. Notices to Lenders. As a precondition to exercising any rights or remedies related to any default by Tenant under this agreement, Landlord shall give written notice of the default to each Lender that is of record with Landlord, at the same time it delivers notice of default to Tenant, specifying the alleged event of default and the required remedy. Each Lender shall have the same amount of time to cure the default under this Lease as is given to Tenant hereunder, and the same right as Tenant to cure any default or to remove any property of Tenant or Lender located on the Leased Premises. The cure period for all Lenders shall begin to run at the end of the cure period given to Tenant in this agreement, but in no case shall the cure period for any Lender be less than thirty (30) days after Lender's receipt of default notice. In the event that a Lease default requires immediate action by Landlord to preserve the health, safety, or welfare of the Airport, its tenants, users, neighbors, or members of the public, Landlord may take such immediate action as it deems necessary to remedy such default. Failure of Landlord to give a Lender notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of such Lender to cure any default and to remove any property of Tenant or the Mortgagee located on the Leased Premises.

c. Right to Cure Defaults; Substitution. To prevent termination of this Lease, the Lender shall have the right, but not the obligation, at any time to perform any act necessary to cure any default and to prevent the termination of this Lease or any interest in the Solar Farm. In the event of an uncured default by the holder of Tenant's entire interest in this Lease, or in the event of a termination of this agreement by operation of law or otherwise, each Lender that is not in default of its obligations may cure such default and, after curing such default, thereafter shall have the right to have Landlord either recognize the Lender's interest or grant a new lease substantially identical to this Lease. Under any such new lease, the Lender shall be entitled to, and Landlord shall not disturb the Lender's continued use and enjoyment thereunder for the remainder of the Term provided the Lender complies with the terms and conditions of the Lease.

16. Liens and Insolvency. The Tenant shall not cause any mechanic's or materialman's lien to be placed on the Leased Premises.

17. Rent After Default. If any or all of the Premises is sublet, sold or otherwise occupied by anyone other than the Tenant, after any default in the payment of rent by the Tenant, the Landlord may collect rent or other periodic payments from subtenants, purchasers or other occupants, but such collection and/or the Landlord's agreement to a third person's use or occupancy of the Premises shall not be deemed a waiver of any term or condition of this Lease.

18. Access. The Tenant shall allow the Landlord and/or its agents access to the Premises during business hours upon 24 hours' notice for the purpose of inspection. In case of emergency the Landlord may have access at any time. Landlord understands the risks associated with accessing the Leases Premises once the Solar Farm is operational and agrees to ensure that Landlord's activities are conducted in a safe manner. Nothing herein shall be construed to limit the authority of Adams County building inspectors under existing law.

19. Governmental Approvals and Compliance. Tenant shall obtain any necessary governmental licenses or authorizations required for the construction and use of the Site Improvements and Infrastructure on the Leased Premises and shall comply with government laws and regulations applicable thereto. Notwithstanding the foregoing, Tenant shall not be responsible for any matters arising in connection to Environmental Laws relating to the Leased Premises, except to the extent the need for compliance therefor arises directly out of the release by Tenant of any Hazardous Substances on or about the Leased Premises.

20. Insurance. At all times during the Term of this Lease, Tenant shall maintain in full force a comprehensive public liability insurance policy covering Tenant's operations, activities, and liabilities on the Leased Premises, having singly or in combination limits not less than One Million Dollars (\$1,000,000) in the

aggregate; please see attached “Exhibit C”, Insurance Requirements. Such policy shall name Landlord as an additional insured under such policy as the Landlord's interests may appear. Upon Landlord's request, Tenant shall give Landlord a certificate of insurance evidencing that the insurance required under the Agreement is in force.

21. Maintenance by Landlord. Landlord shall maintain its property adjacent to the Leased Premises in good condition and state of repair to avoid interference with Tenant's use of the Leased Premises and the Easement. Landlord shall not construct structures or plant trees adjacent to the Leased Premises that will impede solar access to Solar Farm.

22. Tenant's Right of Cancellation. In addition to any other remedies available to the Tenant, this Lease shall be subject to cancellation by the Tenant if any one or more of the following events occur:

a. Abandonment: If the Airport is permanently abandoned as an operating airport by the Landlord, the Tenant shall be entitled to cancel this Lease, remove all improvements it constructed on the Premises and have returned to it a pro rata share of prepaid rent for the year of termination.

b. Supervening Event: If any act of God prevents the Tenant from using the Premises for the purpose provided in paragraph 2 above, for six consecutive months, it may cancel this Lease. However, neither party shall have any liability to the other for the results of any such act.

c. Landlord's Breach of Lease: Tenant may cancel this Lease if the Landlord breaches any of its obligations under this Lease and fails to remedy such breach within thirty (30) calendar days after the Tenant's delivery of written notice of the breach to the Landlord.

d. At any time prior to the first date on which the Solar Farm (i) is ready for regular, daily operation, has been interconnected with the local utility's grid, has been accepted into the applicable energy grid and is producing electricity at full or substantially full capacity in accordance with applicable law (“Commercial Operation Date”), any of the following occur:

i. Any governmental agency denies a request by Tenant for or revokes a permit, license, or approval that is required for Tenant to construct or operate the Site Improvements and Infrastructure on the Leased Premises;

ii. Tenant determines that any condition exists on or about the Property, which precludes Tenant from using the Leased Premises for its intended purpose;

iii. Utilities necessary for Tenant's use of the Leased Premises are not available to the Leased Premises; or

iv. The Solar Farm is damaged or destroyed to an extent that prohibits or materially interferes with Tenant's use of the Leased Premises provided however, that Tenant shall use commercially reasonable efforts to mitigate such damage.

v. Tenant has not obtained (i) a fully-executed Interconnection Agreement with Xcel or (ii) required financing within one year of the Effective Date of this lease.

23. Landlord's Right of Termination. Landlord may terminate this Lease in the event Tenant fails to pay rent within thirty (30) days of Landlord's written notice to Tenant that such payment has not been made by the due date. In such case, Landlord shall follow the procedures set forth in the Forcible Entry and Detainer statute, and Landlord shall be entitled to its attorney fees and costs.

24. Removal of Improvements. Upon termination of this Lease, at its sole cost, the Tenant shall remove any improvements (except pavement) it has made to the Leased Premises and Easement area, and it shall repair any damage to the Leased Premises and Easement area to the extent caused by Tenant's use of the Leased Premises or Easement area.

25. Notices. All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying party, or officer, agent, or attorney of the notifying party, and shall be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Landlord: Airport Director
Adams County, Front Range Airport
5200 Front Range Parkway
Watkins, CO 80137-7131

To Tenant:
CEC Solar # 1130, LLC
361 Centennial Parkway, Third Floor
Louisville, CO 80027

With a copy: By email: paul.spencer@easycleanenergy.com

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

26. Nonwaiver of Breach. The failure of either party to insist on strict compliance with any term or condition of this Lease shall not be deemed a waiver or relinquishment of the right to require strict compliance with such term or condition, or any other term or condition of this Lease in the future.

27. Holding Over. If the Tenant holds over after the end of the original term of this Lease or any extended term hereof, the Tenant shall pay the Landlord rent in an amount equal to 150 % of the Lease rate then in effect. Such holding over shall not constitute renewal of this Lease but shall be a month-to-month tenancy only, with all other terms and conditions of this Lease applicable.

28. Landlord's Warranties. The Landlord warrants that it is the owner of the Premises free and clear of all liens and encumbrances, that it has the authority to enter into this Lease and to the best of Landlord's actual knowledge the Premises is free from contamination by hazardous substances.

29. Jurisdiction and Venue. The parties acknowledge that this Lease is entered into in the State of Colorado, and they agree that the courts of Adams County, Colorado, shall have jurisdiction and be the sole venue to resolve all disputes between the parties arising from this Lease or concerning the Premises.

30. Site Plan. Future development shall conform to and be in compliance with the requirements set forth in Chapter VI, Article B, Step 2 (Concept Plan), and Step 3 (Development Plan Drawings) of the Development Policy and Application Procedure for Aeronautical and Non-aeronautical Land Use at Front Range Airport, as adopted October 20 1999, attached hereto as Exhibit "C."

31. Liabilities to Third Parties; Risk of Loss. Tenant shall indemnify and hold Landlord harmless from any liability (including reimbursement of Landlord's reasonable legal fees and all costs) for death or bodily injury to third parties, or physical damage to the property of third parties, to the extent caused by the fault of Tenant or any of Tenant's agents, servants, employees, or licensees and, as between Landlord and Tenant, Landlord shall be solely responsible for any liability (including reimbursement of Tenant's reasonable legal fees and all costs) for death or bodily injury to third parties, or physical damage to the property of third parties, to the extent caused by the fault of Landlord or any of Landlord's agents, servants, employees, or licensees. Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored, or maintained in or upon the Leased Premises by Tenant shall be so installed, kept, stored, or maintained at the risk of Tenant. Landlord shall not be responsible for any loss or damage to equipment owned by Tenant that

might result from tornadoes, lightning, windstorms, or other Acts of God. The covenants of this paragraph shall survive and be enforceable and shall continue in full force and effect for the benefit of the Parties and their respective subsequent transferees, successors, and assigns, and shall survive the termination of this Lease, whether by expiration or otherwise.

32. Tenant's Performance and Surrender. Tenant shall pay the rent and all other sums required to be paid by Tenant hereunder in the amounts, at the times, and in the manner herein provided, and shall keep and perform all terms and conditions hereof on its part to be kept and performed, and at the expiration or sooner termination of this Lease, surrender to Landlord the Leased Premises subject to the other provisions of this Lease.

33. Default and Termination for Default. Landlord or Tenant shall be in default of this Lease if either party breaches any material provision hereof and said breach is not cured by the breaching party within sixty (60) days of receipt of notice of said breach from the other party hereto, or if such cure cannot reasonably be had within said sixty (60) day period, then if cure of such breach is not commenced within thirty (30) days of receipt of such notice and not thereafter completed using diligent efforts. Upon the breaching party's failure to cure its breach within such time, as applicable, the other party hereto shall have the right to terminate this Lease for default, and to pursue such remedies as may be available in law or equity.

34. Rights to Site Improvements and Infrastructure Upon Termination.

(a) Mutual Determination to Extend. Any time prior to the expiration of the Term (as such Term may be extended under Section 3), Tenant may notify Landlord of Tenant's desire to continue leasing the Leased Premises after the expiration of the Term. In the event of such notice, Landlord and Tenant shall negotiate in good faith for the continuation of this Lease under mutually agreeable terms. In the event that Landlord and Tenant execute a new or extended lease of the Leased Premises at least thirty (30) days prior to such expiration of the Term, then the terms and conditions of such new or extended lease shall apply.

(b) Removal of Solar Garden. Except as otherwise provided in Section 42(a) above, upon the expiration of the Term set forth in Section 3 (as such Term may be extended as therein provided), Tenant shall be obligated to remove the Solar Farm and all of Tenant's personal property from the Leased Premises and Easement area, including any solar panels that may be owned by third parties. Such removal shall be completed within six (6) months following the expiration of the full term of this Agreement, during which time Tenant shall be subject to all terms and conditions in this Lease with respect to access and said removal as if still a tenant.

(c) Noncompliance with Section 24(b). If Tenant either (i) abandons the Leased Premises or (ii) fails to remove the Solar Farm from the Leased Premises when required by Section 42(b) within the time period described therein, then Tenant shall be in default, and Landlord, after notice of default and expiration of the applicable cure periods set forth in Section 40 hereof, may remove the Solar Farm

at Tenant's cost. This Subsection 42(c) shall not apply in the event that the Landlord and Tenant enter into a new lease or lease extension as referenced in Section 42(a) above.

35. Binding on Successors. The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of the parties hereto.

36. Governing Law. The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State in which the Leased Premises are located.

37. Entire Agreement. All of the representations and obligations of the parties are contained herein, and no modification, waiver, or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.

38. Survey and Testing. Tenant shall have the right during the Initial Term and any extension to inspect, survey, soil test, and make any other investigations necessary or useful to determine if the Leased Premises are suitable for construction and operation of the Solar Farm. If Tenant, within the above-stated time, determines that for any reason the Leased Premises is not suitable, this Agreement, upon written notice given to Landlord, shall become null and void; provided that at Tenant's sole expense the Leased Premises shall be promptly restored to its condition prior to such testing and investigations.

39. Oil, Gas and Mineral Rights. Landlord does not grant, lease, let, or demise hereby, but expressly excepts and reserves herefrom all rights to oil, gas, and other minerals in, on, or under and that might be produced or mined from the Leased Premises; provided however, that no drilling or other activity will be undertaken on the surface of the Leased Premises to recover any oil, gas, or minerals during the Term hereof. This Lease is given and accepted subject to the terms and provisions of any recorded oil, gas, and mineral lease covering the Leased Premises or any part thereof now of record in the office of the County Clerk and Recorder; provided that Tenant is able to obtain a Non-disturbance Agreement in form reasonable to Tenant, executed and acknowledged by Landlord and the holder of any such oil, gas, or other mineral lease within thirty (30) days of execution of this Lease. In the event that Tenant does not obtain such a Non-disturbance Agreement, Tenant may, but is not required to, terminate this Lease upon thirty (30) days written notice to Landlord. Landlord agrees to use commercially reasonable efforts to incorporate into any future oil, gas or other mineral lease or other conveyance covering the above-described lands or any part thereof during the Term of this Lease the following provisions: (a) any such lease or conveyance shall be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Tenant under the terms of this Lease; and (b) within ten (10) days of creation of such lease or conveyance, the oil, gas,

and mineral lessee shall provide to Tenant a Nondisturbance Agreement in form reasonably acceptable to Tenant, and executed and acknowledged by Landlord and the holder of any such interest.

40. Hazardous Waste.

(a) The term Hazardous Materials shall mean any substance, material, waste, gas, or particulate matter that is regulated by any local governmental authority, the state in which the Leased Premises is located, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of state or local law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sections 1251 et seq. (33 U.S.C. Section 1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901 et seq. (42 U.S.C. Section 6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sections 9601 et seq. (42 U.S.C. Section 9601). The term Environmental Laws shall mean all statutes specifically described in the foregoing sentence and all applicable federal, state, and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders, and decrees regulating, relating to, or imposing liability or standards concerning or in connection with Hazardous Materials.

(b) Landlord represents and warrants that, to the best of Landlord's actual knowledge, (i) the Leased Premises have not been used for the use, manufacturing, storage, discharge, release, or disposal of Hazardous Materials, (ii) neither the Leased Premises nor any part thereof is in breach of any Environmental Laws, (iii) there are no underground storage tanks located on or under the Leased Premises, and (iv) the Leased Premises are free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner inaccurate or any such warranty is in any manner breached during the term of this Agreement (collectively, a "Breach"), and if there is any condition which is contrary to the foregoing representations and warranties that gives rise to or results in liability (including, but not limited to, a response action, remedial action, or removal action) under any Environmental Laws or any existing common law theory based on nuisance or strict liability, or causes a significant effect on public health, Landlord shall promptly take any and all remedial and removal action as required by law to clean up the Leased Premises and mitigate exposure to liability arising from such condition, and to keep the Leased Premises free of any lien imposed pursuant to, any Environmental Laws as a result of such condition.

(c) Landlord and Tenant agree as follows:

1. Tenant agrees to indemnify, defend, and hold harmless Landlord, its officers, partners, successors, and assigns from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties, and expenses, including reasonable attorneys' fees and expenses, consultants' fees and expenses, court costs, and all other out-of-pocket expenses, to the extent any such items arise out of the release of any Hazardous Substances on or about the Leased Premises by Tenant or Tenant's employees, contractors, agents, successors, or assigns.

2. Landlord agrees to be responsible for any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties, and expenses, including reasonable attorneys' fees and expenses, consultants' fees and expenses, court costs, and all other out-of-pocket expenses, to the extent any such items (a) arise out of the release of any Hazardous Substances on or about the Leased Premises except by Tenant or Tenant's employees, contractors, agents, successors, or assigns, or (b) arise out of any Breach by Landlord, or (c) arose prior to or during the Term of this Lease and that failed to comply with (i) the Environmental Laws then in effect or (ii) any existing common law theory based on nuisance or strict liability.

3. Landlord agrees to be responsible for any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties, and expenses, including reasonable attorneys' fees and expenses, consultants' fees and expenses, court costs, and all other out-of-pocket expenses, suffered or incurred by Tenant and its grantees as a result of (a) any Breach by Landlord, or (b) any matter or condition of the Leased Premises involving Environmental Laws or Hazardous Materials that was not caused by Tenant or its officers, partners, successors, or assigns and that existed on or arose prior to or during the Term of this Lease and that failed to comply with (i) the Environmental Laws then in effect or (ii) any existing common law theory based on nuisance or strict liability.

4. Landlord represents and warrants to Tenant that Landlord has received no notice that the Leased Premises or any part thereof is, and, to the best of its knowledge and belief, no part of the Leased Premises is located within, an area that has been designated by the Federal Emergency Management Agency, the

Army Corps of Engineers, or any other governmental body as being subject to special hazards, including floodplains.

5. The covenants of this Section shall survive and be enforceable and shall continue in full force and effect for the benefit of Tenant and its subsequent transferees, successors, and assigns and shall survive the Term of this Lease and any renewal periods thereof.

41. Mechanic's Liens. Tenant will not cause any mechanic's or materialman's lien to be placed on the Leased Premises, and Tenant agrees to indemnify, defend, and hold harmless Landlord from any such lien from a party claiming by, through, or under Tenant.

42. Headings. The headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections or subsections.

43. Time of Essence. Time is of the essence for Landlord's and Tenant's obligations under this Agreement.

44. Severability. If any section, subsection, term, or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term, or provision of the Agreement, or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term, or provision of this Agreement shall be valid or enforceable to the fullest extent permitted by law.

45. Further Assurances. Each of the parties agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence, or confirm this Agreement or any other agreement contained herein in the manner contemplated hereby.

46. Dispute Resolution. Before instituting a court action, any dispute between Landlord and Tenant arising under this Agreement shall in the first instance be addressed by informal negotiations between Landlord and Tenant following an exchange of written notice of and response to said dispute and for a period of time not to exceed 45 days unless extended by mutual agreement.

47. Right to Record. Upon full execution, the Tenant may record the Lease or a Memorandum of Lease, setting forth the general terms of the Lease and such other information as Tenant deems necessary. Tenant shall provide the Landlord a copy of the recorded Memorandum of Lease after recordation.

48. Interpretation. Each party to this Agreement and its counsel have reviewed and revised this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be

employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement.

49. Date of Agreement. The parties acknowledge that certain obligations of Landlord and Tenant are to be performed within certain specified periods of time which are determined by reference to the date of execution of this Agreement. The parties therefore agree that wherever the term "date of execution of this Agreement," or words of similar import are used herein, they shall mean the date upon which this Agreement has been duly executed by Landlord or Tenant, whichever is the later to so execute this Agreement. The parties further agree to specify the date on which they execute this Agreement beneath their respective signatures in the space provided and warrant and represent to the other that such a date is in fact the date on which each duly executed this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LANDLORD:

TENANT:

By: Steven O'Dorizio

By: [Signature]

Title: chair

Title: CEO

Date: NOVEMBER 3, 2016

Date: 10/6/16

STATE OF Colorado, COUNTY Adams, to wit:

The foregoing instrument was acknowledged before me in my jurisdiction aforesaid this 3rd day of NOVEMBER, 2016, by STEVEN J. O'DORIZIO, who is chair of county commissioners, a body, for and on behalf of the county commissioners who is, a body.

Notary Public for: Erica Hannah
My Commission Expires: 03-08-2020

ERICA HANNAH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20164009409
MY COMMISSION EXPIRES 03-08-2020

STATE OF Colorado, COUNTY OF Boulder, to wit:

The foregoing instrument was acknowledged before me in my jurisdiction aforesaid this 6 day of October, 2016, by Paul Spencer, who is CEO of Clean Energy Collective, a Colorado Limited Liability Company, for and on behalf of the Clean Energy Collective.

Notary Public for: Clean Energy Collective
My Commission Expires: 6/23/20

Tiffany McLean
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164023956
MY COMMISSION EXPIRES JUNE 23, 2020

APPROVED AS TO FORM
COUNTY ATTORNEY
[Signature]

EXHIBIT A
LEGAL DESCRIPTION OF LEASED
PREMISES

Approximately 15 acres of land within the SWNW, Section 17, Township 3 South, Range 64 West, 6th PM, having a physical street address of 36055 E 48th Ave, Watkins, CO 80137.

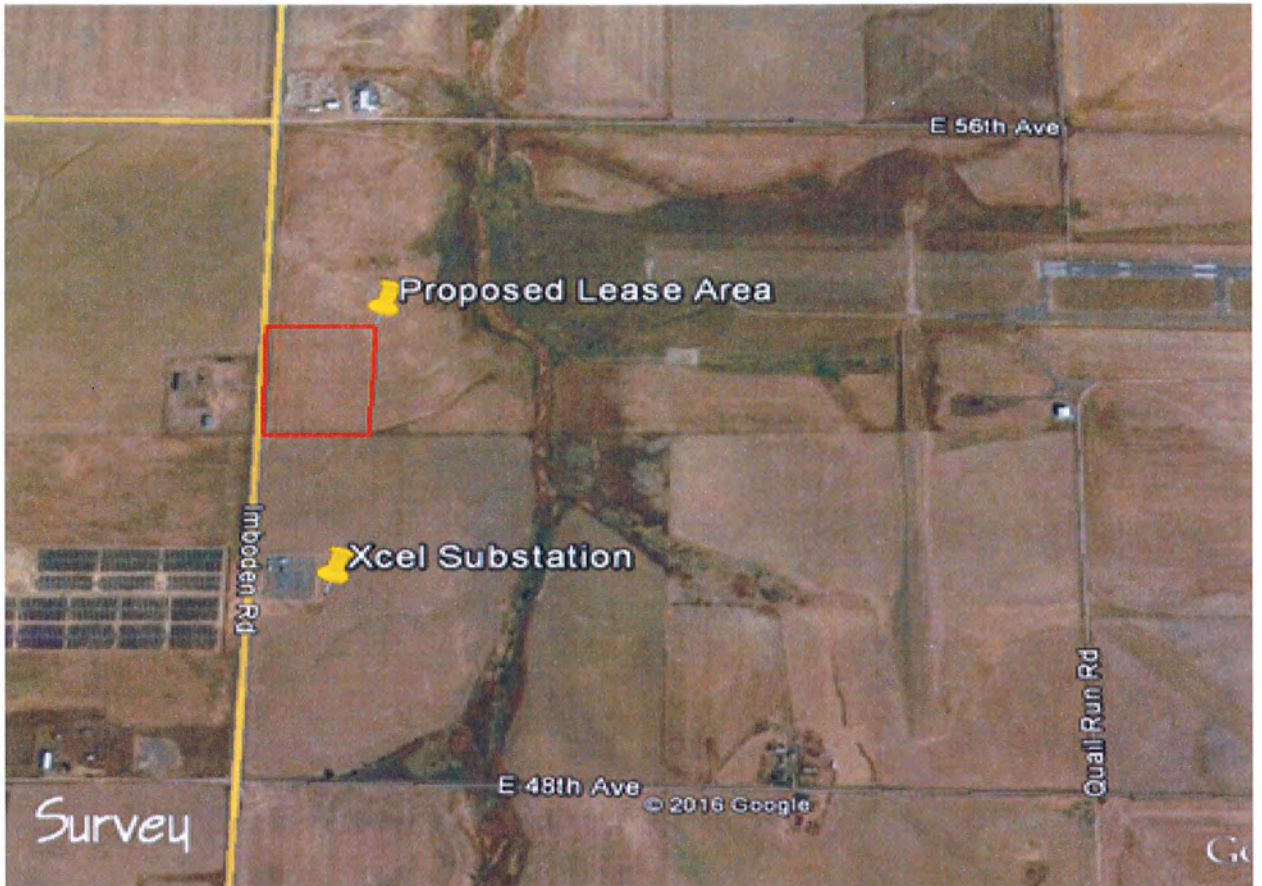


EXHIBIT B

TENANT'S SURVEY OF THE LEASED
PREMISES

To be revised by Tenant based upon the survey referenced in Section 2 of the Agreement.

EXHIBIT C



CERTIFICATE OF LIABILITY INSURANCE

CLEAENE-03 SAWANTSV

DATE (MM/DD/YYYY)
9/1/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|-------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| PRODUCER Willis of North Carolina, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191 | CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): (877) 945-7378 FAX (A/C No.): (888) 467-2378 E-MAIL ADDRESS: certificates@willis.com | |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Clean Energy Collective LLC 361 Centennial Parkway, 3rd Floor Louisville, CO 80027 | INSURER A: Travelers Property Casualty Company of America NAIC # 25674 | |
| | INSURER B: Charter Oak Fire Insurance Company 25615 | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | | 660-5H57190A | 09/01/2016 | 09/01/2017 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | BA-5H57190A | 09/01/2016 | 09/01/2017 | COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$ | | | EX-5H57190A | 09/01/2016 | 09/01/2017 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | UB8D10144A15 | 11/01/2015 | 11/01/2016 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| | |
|-------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CERTIFICATE HOLDER Clean Energy Collective, LLC 361 Centennial Pkwy #300 Louisville, CO 80027 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|-------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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ACORD 25 (2014/01)

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EXHIBIT D
LANDLORD ACKNOWLEDGEMENT OF COLLATERAL ASSIGNMENT OF LEASE

This Landlord Consent to Collateral Assignment of Lease Agreement (this "Consent") is granted and made by _____ ("Landlord") in connection with certain Option Lease dated _____, 20__ (the "Lease") by and between Landlord and _____ as Tenant.

1. Tenant has entered into a Loan Agreement ("Loan Agreement") with _____ ("Lender") for the extension of credit (the "Loan") in regard to a solar electric generating facility referred in said Loan Agreement as the "Solar Facility" and in said Lease and this Consent as the "Solar Garden".
2. Tenant as borrower under the Loan Agreement, has executed a Collateral Assignment in favor of Lender whereby Tenant is giving Lender a pledge, mortgage, and/or collateral assignment of all of its right, title and interest arising under the Lease as tenant of the Leased Premises, and providing Lender such other rights as set forth in such Collateral Assignment.
3. Landlord hereby consents to the Collateral Assignment of the Lease given from Tenant to Lender. Landlord acknowledges that in this connection, Lender shall be entitled to perform any obligation under the Lease in lieu of the performance of such obligation by Tenant, but that Lender shall not be obligated to perform any such obligation.
4. Landlord also acknowledges and agrees that the following statements are true and correct:
 - a. **Landlord is the fee owner of the Leased Premises described in the Lease Agreement, and (1) a true and correct copy of the Lease is attached hereto as Exhibit 1; (2) the Lease is in full force and effect; (3) Landlord has not modified, amended or changed the Lease in any material respect; (4) to the best of Landlord's knowledge, the Lease constitutes the entire agreement between Landlord and Tenant with respect to the Leased Premises; and (5) to the actual knowledge of Landlord, (i) there are no existing defaults by Tenant under the Lease, (ii) all amounts due under the Lease from Tenant to Landlord as of the date of this Consent have been paid; and (iii) there are no leases in effect to which the Tenant's use of the Leased Premises shall be subordinate.**
 - b. **Tenant owns the Solar Garden including without limitation all Site Improvements and Infrastructure (as defined in the Lease) and all related fixtures and personal property. Landlord does not own any personal property that is located on the Premises, and agrees that Landlord shall not pursue any liens or claims whatsoever against said Solar Garden, Site Improvements, Infrastructure, fixtures and personal property.**
 - c. **Except those interests appearing in the records of the county recorder(s) where the Solar Garden is situated, Landlord has not granted any interests in the Leased Premises to any person or entity other than Tenant, and as long as Tenant is not in default of the Lease, Landlord will ensure Tenant's quiet enjoyment of the Leased Premises in accordance with the terms and conditions of the Lease.**

5. Landlord also acknowledges and consents:
- a. **To Tenant's execution of a leasehold mortgage or deed of trust encumbering Tenant's leasehold estate under the Lease and the Solar Farm.**
 - b. **To Lender's access to the Leased Premises as necessary to inspect or protect its Collateral.**
 - c. **To provide upon request of Lender, as a collateral assignee of rights under the Lease, subsequent signed statements indicating whether or not any defaults exist under the Lease, and addressing such other matters concerning the Leased Premises and the Lease as Lender may reasonable request.**
 - d. **To the recording by Tenant or Lender of the Collateral Assignment and this Consent of Landlord thereto.**
6. Landlord acknowledges that all notices to Tenant under the Lease Agreement shall be sent to:

Attn: _____, Authorized Representative
361 Centennial Drive, 3rd Floor
Louisville, CO 80027
Telecopier Number: (800) 646-0323
Telephone Number: (970)692-2592

with a copy in each case to:

[Lender Information]

Signatures on Next Page

**CONSENT TO ASSIGNMENT
AND ASSIGNMENT**

THIS AGREEMENT is made among Adams County, located at 4430 S. Adams County Parkway, Brighton, Colorado, 80601, ("Landlord") Clean Energy Collective, LLC ("Assignor"), and Clean Focus Renewables, Inc. ("Assignee").

BASIS FOR AGREEMENT

A. WHEREAS, the Landlord and Assignor, entered into a Land Lease Agreement ("Lease") dated December 15, 2016, regarding land at the Front Range Airport; and,

B. WHEREAS, Assignor wishes to assign its interest in the Lease to Assignee, and Assignee wishes to accept assignment of the Lease; and,

C. WHEREAS, under the terms of the Lease, such assignment is subject to approval by Landlord.

NOW, THEREFORE, in consideration of the foregoing facts and the mutual promises set forth below, the parties agree as follows.

TERMS AND CONDITIONS

1. Upon the transfer of the membership interests of Tenant from Assignor to Assignee (the "Transfer Date"), Assignee agrees to accept and assume all title, responsibility, liability and interest in, and to abide by all terms and conditions of the Lease. However, Landlord's approval of this assignment shall not release the Assignor from any liability which arose from or in connection with Assignor's use or occupancy of the Leased Premises (as defined in the Lease) prior to the Transfer Date. Assignor and Assignee shall promptly notify Landlord in writing of the Transfer Date.

2. In accordance with Section 5 of the Lease, Landlord hereby grants its approval for the assignment of the Lease.

[Signatures on following page]

ASSIGNOR:

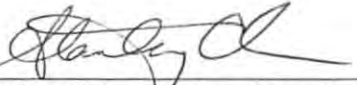
Clean Energy Collective, LLC

By: 
Paul Spencer, CEO

Date: 4/28/17

ASSIGNEE:

Clean Focus Renewables, Inc.

By: 
Stanley Chin, CEO + President

Date: 5/3/2017

CONSENT:

ADAMS COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Chairperson

Date: _____

ATTEST:

By: _____
County Attorney's Office



PUBLIC HEARING AGENDA ITEM

| |
|------------------------------------------------------------------------------------------------|
| DATE OF PUBLIC HEARING: 05/23/17 |
| SUBJECT: Access Easement for Solar Farm |
| FROM: Jeri Coin, on behalf of Dave Ruppel |
| AGENCY/DEPARTMENT: Front Range Airport |
| HEARD AT STUDY SESSION ON: |
| AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO |
| RECOMMENDED ACTION: That the Board of County Commissioners approves the resolution. |

BACKGROUND:

In 2016, the Landlord entered into a Land Lease with CEC Solar #1130, LLC (“Leasee”); and, by means of the attached Access Easement the Landlord desires to grant an Access Easement as stated, and Leasee wishes to use the easement for access to the Leased property.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney

ATTACHED DOCUMENTS:

Resolution
Land Lease
Access Easement

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

| |
|---------------------|
| Fund: |
| Cost Center: |

| | Object Account | Subledger | Amount |
|----------------------------------------------------|-----------------------|------------------|---------------|
| Current Budgeted Revenue: | | | |
| Additional Revenue not included in Current Budget: | | | |
| Total Revenues: | | | <hr/> <hr/> |

| | Object Account | Subledger | Amount |
|-------------------------------------------------------------|-----------------------|------------------|---------------|
| Current Budgeted Operating Expenditure: | | | |
| Add'l Operating Expenditure not included in Current Budget: | | | |
| Current Budgeted Capital Expenditure: | | | |
| Add'l Capital Expenditure not included in Current Budget: | | | |
| Total Expenditures: | | | <hr/> <hr/> |

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING ACCESS EASEMENT TO CEC SOLAR # 1130, LLC, FOR
ACCESS TO SOLAR FARM

Resolution 2017-

WHEREAS, Adams County is a body corporate and politic that owns and operates an airport known as Front Range Airport (“Landlord”); and,

WHEREAS, in 2016, the Landlord entered into a Land Lease with CEC Solar #1130, LLC (“Tenant”) for the purpose of constructing, maintaining, and operating a solar farm; and,

WHEREAS, by means of the attached Access Easement, the Landlord desires to grant an Access Easement, and Tenant desires to use the easement for access to the Leased property as herein stated.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Access Easement to CEC Solar #1130, LLC, and a copy of which is attached hereto, is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is authorized to execute said Access Easement on behalf of Adams County.

**LAND LEASE AGREEMENT-
(SOLAR FARM)**

This Land Lease Agreement (the "Lease") is made effective this 6th day of October, 2016 ("Effective Date") by and between Adams County, on behalf of the Front Range Airport, located at 5200 Front Range Parkway, Watkins, Colorado 80137, ("Landlord") and CEC Solar # 1130, LLC, a Colorado limited liability company, having an office at 361 Centennial Parkway, Third Floor, Louisville, Colorado 80027 ("Tenant"). Tenant and Landlord are each individually referred to herein as a "Party" and collectively as the "Parties."

For and in consideration of the mutual covenants hereinafter contained, the Parties agree as follows:

1. Lease and Description. Upon the terms and conditions hereinafter set forth, the Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, those certain premises situated at the Front Range Airport, Adams County, Colorado, a 653,000 square foot (approximately 15 acres) parcel of property commonly known as a portion of the Front Range Airport property at 5200 Front Range Parkway, located in Adams County, Watkins, Colorado, together with ingress, egress, and utility easements on the airport providing access to and from a public road and the point of utility interconnection, if on airport property, as described in Sections 5 and 6 below (the "Leased Premises"). A legal description of the Leased Premises is attached hereto and incorporated herein as Exhibit A. Landlord grants to Tenant the right to survey the Leased Premises at Tenant's cost, and the legal description of the Leased Premises, including any access or utility easements, provided in the survey shall then become Exhibit B, which shall be attached hereto and made a part hereof. In the event of any discrepancy between the description of the property contained herein and the survey, the survey shall control.

2. Business Purpose. The Leased Premises shall be used for the construction and operation of a Solar Farm and related facilities under the terms and conditions of this Lease which shall not be construed as creating or vesting in the Tenant or any subtenant or assignee a fee interest in the Premises.

The construction of an approximately two (2) Megawatt solar farm (the "Solar Farm") and facilities constructed on the Leased Premises and the leasehold interest created hereby are to be used for non-aeronautical-related purposes, including but not limited to the activities listed in Section 6. The tenancy created hereby is subject to the terms of this Lease, the Minimum Standards of Front Range Airport, all applicable federal, state and local laws and ordinances. The Minimum Standards shall be provided by the Landlord to the Tenant in writing upon the approval of this Lease and thereafter from time to time as they are amended.

3. Term. The initial term of this Lease shall commence on the Effective Date of this lease and shall run for twenty (20) years from the earlier of the date the Solar Farm is interconnected with the utility or one (1) year from the Effective Date of this lease (the "Initial Term"). So long as the Tenant is in full compliance with the terms of the Lease and the Minimum Standards of Front Range Airport, the Tenant may extend the term of this Lease for an additional ten (10) year period (the "Extension Term"). In order to exercise this extension option, Tenant shall deliver to Landlord, not less than ninety (90) days prior to the expiration of the Initial Term, written notice of Tenant's intent to extend this for such additional ten (10) year period.

4. Rent. The rent shall be \$1,333.33 per acre, per year, for a first-year payment of \$20,000, together with Annual Escalation outlined below. Said Rent shall be due within thirty days of the earlier of the date the Solar Farm is interconnected with the utility or one (1) year from the Effective Date of this lease (the "Rent Payment Date"). Rent for subsequent years shall be due upon the anniversary of the Rent Payment Date of this Lease.

Rent payment shall be made at 5200 Front Range Parkway, Watkins, Colorado 80137, or at such other address as the Landlord notifies the Tenant in writing during the original or any extended term of the Lease. The Tenant shall also pay for any calendar year or fraction thereof for which rent is due but not paid within ten (10) calendar days of the due date a late charge equal to five percent (5%) of the rent due and any accrued late charges.

Annual Escalation. Commencing on January 1, 2018, and once every year thereafter, the rent shall increase by 3.0%.

5. Assignment of Lease. Tenant shall not assign or transfer this Agreement, or any interest herein, without the prior written consent of Landlord which shall not be unreasonably withheld, delayed or conditioned, and consent to an assignment shall not be deemed to be a consent to any subsequent assignment. Notwithstanding the foregoing, Tenant is expressly permitted to assign its rights and responsibilities under this Agreement, without obtaining Landlord's consent and in its sole discretion, to any entity owned or controlled by Tenant or under common ownership or control with Tenant provided: (1) the Tenant provides the Landlord and maintains a current list of the names, addresses and telephone numbers of these entities; and (2) the entities agree in writing to abide by all the terms and conditions of this Lease.

6. Improvements of Leased Premises. All improvements constructed on the Premises are subject to the following terms and conditions:

a. Landlord has reviewed and approved Tenant's Solar Farm Facility Plans for construction (the "Plans") prior to execution of this Lease and agrees that such Plans meet the Minimum Standards of Front Range Airport. All improvements shall be built in

substantial conformance with those Plans, including layout plans and elevations of the finished solar farm. Any subsequent material change to the Plans, and any construction after the initial installation of Tenant's Solar Farm facilities (excluding Tenant's routine/periodic maintenance and replacement of said initially approved facilities) shall be submitted to Landlord for approval, such approval not to be unreasonably delayed or withheld. Landlord shall have twenty (20) days to issue its approval or disapproval of said subsequent change. If no approval or denial is received by Tenant within such twenty (20) day period, Landlord's approval shall be deemed to have been given.

b. Components. Tenant shall construct an approximately two (2) Megawatt solar farm (the "Solar Farm") at its sole expense. The Solar Farm shall consist of racking and foundations; inverters and transformers; necessary electrical interconnections and all improvements and connections required to transfer and deliver generation offsite, including three (3) phase extensions and power box(es); a 200 to 400 square-foot structure to house electrical and maintenance equipment ("PV Box"); security fencing and gating, with cameras, enclosing the Leased Premises; safety signage and solar photo voltaic ("PV") panels (collectively the "Site Improvements and Infrastructure"). Except as set forth herein, Landlord has no obligation to make improvements on the Leased Premises or Landlord's real property to accommodate the Solar Farm.

c. Use of Non-Leased Area. Tenant shall use reasonable efforts to use only the Leased Premises for ingress and egress, storage, construction and all improvement activities, and shall not use the property of the Landlord other than the Leased Premises for the improvement activities except as otherwise agreed. Should Tenant require additional area for lay down or storage during the construction of the improvements then Landlord shall allow use of one acre for a lay down or storage area directly adjacent to the Leased Premises at no additional cost to Tenant. Said lay down / storage area shall be depicted on the Plans and be approved at time of Lease execution. Provided however, that Tenant shall not have the right to place any improvements on such one acre area, and shall only have use of the additional one acre one time for period not to exceed six months. Tenant shall ensure that it repairs the surface of the one acre area to the extent that its laydown and storage activities causes damage thereto.

d. New Construction. For any new construction on the Leased Premises, such construction shall be designed and built in accordance with applicable law in effect at the time of construction, including without limitation, the applicable building and fire codes of such agencies and the Minimum Standards.

e. Signage. Tenant shall have the right to place one or more signs advertising the Solar Farm provided that, prior to putting up any such signage, Tenant has obtained any required sign permits from the local governing authority and such signs comply with the Minimum Standards. In the event that there is a conflict between the Minimum Standards and applicable law or permits, the requirements of applicable law or permits shall control.

f. Fencing. Tenant shall maintain a security fence around the Solar Farm including along Imboden Road for the duration of the Term and any extensions thereto.

g. Unless construction of the improvements is commenced within twelve (12) months after execution of Lease, this Lease shall become null and void, unless the Parties agree in writing to a longer period in which to commence construction. If the Lease becomes null and void pursuant to this section, the Tenant shall be entitled to return of prorated advance rents and other fees paid to the Landlord. Construction shall be completed by twenty-four (24) months after the execution of the Lease. Timely completion of construction is a material term of this Lease. All permits and approvals required for construction of the said improvements and/or use of the Leased Premises shall be obtained by the Tenant in a timely fashion at Tenant's sole expense.

7. Ingress, Egress, Utility and Solar Easement. As part of the Leased Premises, Landlord hereby grants to Tenant an easement for ingress and egress to the Leased Premises in a mutually agreeable location, for access to and from Leased Premises from a public road, and over property of Landlord within and adjacent to the Leased Premises for construction and maintenance of the Site Improvements and Infrastructure on the Leased Premises, for the installation, construction, use and maintenance of underground and aboveground telephone, telegraph, and power lines and electric utilities in connection with Tenant's use of the Leased Premises, and upon and above the property of Landlord for the unrestricted right to receive and utilize solar energy at the Solar Farm (the "Easement"). The term of this Easement shall commence upon the Commencement Date of this Lease and shall continue until the last to occur of (i) expiration of the Lease Term, or (ii) removal by Tenant of all of its property from the Leased Premises after expiration of the Lease Term, including removal of Tenant's property and infrastructure from the Easement. Additional details concerning the location and configuration of the Easement may be specified by the parties not later than ten (10) business days after execution of this Agreement and shall be included in any recorded Memorandum of this Lease. In addition, at Tenant's request and expense, this Easement shall be set forth in a separate Easement Agreement, which Landlord and Tenant agree to execute and which Tenant shall have recorded as an encumbrance on the property of Landlord and binding upon all subsequent owners, successors, and assigns. Upon expiration of the Easement, Tenant shall repair any damage to the Easement area caused by Tenant or Tenant's agents. Upon expiration of the Easement, Tenant shall, at Landlord's request, execute a termination of Easement for recording purposes.

8. Utilities. Tenant is responsible, at its sole cost, for bringing utilities from the present point of termination to the perimeter of the Premises. Notwithstanding the foregoing, Landlord agrees to execute any easement agreement required by the local utility to bring utilities to the point of interconnection with the Solar Farm. The Tenant must provide all improvements within the perimeter of the Leased Premises that Tenant determines it requires in its sole discretion, including, but not limited to, any necessary

paving, landscaping, buildings, parking, lighting, telephone and other facilities or utilities. All utilities shall be underground within the Leased Premises. Tenant hereby covenants and agrees to pay all monthly or other regular charges for lighting, and for all other public utilities which shall be used in or charged against the Leased Premises by Tenant during the full terms of this Lease. Landlord agrees to cooperate in the acquisition of temporary hook ups.

9. Taxes. Landlord is a tax exempt entity. Tenant shall pay all personal property taxes associated with its facilities and leasehold interest and, as additional Rent, any increase in real property taxes levied against the Leased Premises that is directly attributable to Tenant's improvements to the Leased Premises.

10. Repair, Maintenance and Security.

a. At its sole expense, the Tenant shall keep the Leased Premises and all improvements thereon in good repair and in a safe and sanitary condition. The Leased Premises shall at all times be maintained in accordance with any applicable Building Code, Zoning Regulation, or Ordinance of Adams County.

b. During construction, Tenant shall, at its expense, be responsible for the immediate clean up of any dirt and/or mud that Tenant tracks or blows upon the adjacent pavement areas.

c. Maintenance. The Solar Farm shall be maintained by Tenant at its own expense. Tenant shall maintain, protect and preserve the Solar Farm in a safe, neat and attractive condition and in good and serviceable repair. Tenant shall be responsible for ongoing vegetation and weed management on the Leased Premises.

d. Snow Removal. Landlord does not provide snow removal service on the access road serving the Leased Premises. Snow removal on the Leased Premises, if needed, shall be the responsibility of Tenant as necessitated by Tenant's operation of the Solar Farm. Any snow removal activities will minimize any damage to the existing ground surface of the site. Tenant will promptly repair any damage to the Leased Premises caused by its snow removal activities. Tenant will only use the existing or new access roads via the access easement for vehicle access to the site.

e. Security. Security for the Solar Farm shall be the responsibility of Tenant. Nothing in this Agreement shall be construed to impose security obligations upon Landlord. Landlord shall not be liable for any loss or damages suffered by Tenant or third party solar panel owners due to Tenant's and such third parties' use and occupancy of and activities on the Leased Premises.

11. Use. The Tenant shall conduct on the Leased Premises only the business for which it is leased and shall not use the Leased Premises for any illegal purpose. The

Tenant's uses under this Lease include the construction and operation of the Solar Farm, and activities related thereto. Nothing in this Agreement shall be deemed to give Tenant the right to engage in any activities which are not related to the foregoing use, except as otherwise allowed under the provisions of this Lease.

12. Title and Quiet Possession. Landlord represents and covenants that Landlord owns the Leased Premises and property subject to the Easement in fee simple, free and clear of all liens, encumbrances, and restrictions of every kind and nature, except for those that currently appear in the recorded chain of title and are reported as exceptions on the commitment for title insurance that Tenant may obtain.

Landlord represents and warrants to Tenant that Landlord has the full right to make this Lease and that Tenant shall have quiet enjoyment and peaceful possession of the Leased Premises and the Easement throughout the Lease Term.

13. Title to Site Improvements and Infrastructure.

(a) Site Improvements and Infrastructure. Title to the Site Improvements and Infrastructure remains with Tenant at all times during the Term. Upon expiration of this Agreement, title to the Site Improvements and Infrastructure shall be designated in accordance with Section 24, below.

(b) Repair of Landlord's Property. In the event that Tenant causes any damage to Landlord's real property, including without limitation any above-ground or underground utilities, in the course of any activity undertaken by Tenant under this Agreement, Tenant shall facilitate the repair of such damage to return such property of Landlord to substantially the same condition as it existed prior to such damage, at Tenant's sole expense.

14. Subordination, Attornment, and Nondisturbance. Tenant agrees that, if requested by Landlord, this Lease shall be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Leased Premises and to all modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust, provided that Landlord first delivers to Tenant a Non-Disturbance Agreement (defined below) from the holder of such lien or mortgage. In any case Tenant's possession of the Leased Premises and use of the Easements shall not be disturbed so long as Tenant shall continue to perform its duties and obligations under this Lease. Except as otherwise set forth herein, Landlord agrees that any right, title or interest created by Landlord from and after the date hereof in favor of or granted to any third party shall be subject to (i) this Agreement and all of Tenant's rights, title and interests created in this Agreement, and (ii) any and all documents executed by and between Tenant and Landlord in connection with this Agreement. "Non-disturbance Agreement" shall mean an agreement in form reasonably acceptable to Tenant, between Tenant, Landlord and the holder of a lien or a mortgage that provides that the holder of such lien or a mortgage (i) agrees not to disturb Tenant's possession or rights under this Agreement, (ii) agrees to provide notice of defaults under the lien or a mortgage documents to Tenant and agrees to allow Tenant and its lenders a reasonable period of time following such notice to cure such defaults on behalf of Landlord, and (iii) agrees

to comply with such other requirements as may be reasonably required by Tenant or its lenders to ensure the interests of Tenant or its lenders are not interfered with. Tenant agrees to attorn to the mortgagee, trustee, or beneficiary under any such mortgage or deed of trust, and to the purchaser in a sale pursuant to the foreclosure thereof; provided that such mortgagees, trustees, beneficiaries and purchasers agree in writing that Tenant's possession of the Leased Premises and use of the Easements shall not be disturbed so long as Tenant shall continue to perform its duties and obligations under this Lease. Tenant's obligation to perform such duties and obligations shall not be in any way increased or its rights diminished by the provisions of this paragraph. Within ten (10) business days of execution of this Agreement or within ten (10) business days of the date of creation of any future mortgages or deeds of trust, Landlord shall request Landlord's secured lenders to provide a Subordination and Non-Disturbance Agreement provide an Attornment and Nondisturbance Agreement from Landlord's secured lenders, if any, in form reasonably acceptable to Tenant, and executed and acknowledged by Landlord and the holder of any mortgage or deed of trust to which this Lease is, or shall become, subordinate.

15. Mortgage of Leasehold Interests.

a. Lender Collateral. Tenant shall have the right to pledge, mortgage and/or collaterally assign its leasehold interest and the Solar Farm as security to lender(s) (hereinafter "Lenders") for financing purposes without the further consent of Landlord. Landlord agrees to execute and deliver to Tenant within thirty (30) days of any Tenant request therefor made from time to time, a Landlord Acknowledgement of Collateral Assignment of Lease in the form similar to that of Exhibit D hereto. Landlord also agrees to promptly execute an estoppel certificate and any such other documentation as may reasonably be required by such lender(s) from time to time to certify as to the status of this Lease and to the performance of Tenant hereunder as of the date of such certification.

b. Notices to Lenders. As a precondition to exercising any rights or remedies related to any default by Tenant under this agreement, Landlord shall give written notice of the default to each Lender that is of record with Landlord, at the same time it delivers notice of default to Tenant, specifying the alleged event of default and the required remedy. Each Lender shall have the same amount of time to cure the default under this Lease as is given to Tenant hereunder, and the same right as Tenant to cure any default or to remove any property of Tenant or Lender located on the Leased Premises. The cure period for all Lenders shall begin to run at the end of the cure period given to Tenant in this agreement, but in no case shall the cure period for any Lender be less than thirty (30) days after Lender's receipt of default notice. In the event that a Lease default requires immediate action by Landlord to preserve the health, safety, or welfare of the Airport, its tenants, users, neighbors, or members of the public, Landlord may take such immediate action as it deems necessary to remedy such default. Failure of Landlord to give a Lender notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of such Lender to cure any default and to remove any property of Tenant or the Mortgagee located on the Leased Premises.

c. Right to Cure Defaults; Substitution. To prevent termination of this Lease, the Lender shall have the right, but not the obligation, at any time to perform any act necessary to cure any default and to prevent the termination of this Lease or any interest in the Solar Farm. In the event of an uncured default by the holder of Tenant's entire interest in this Lease, or in the event of a termination of this agreement by operation of law or otherwise, each Lender that is not in default of its obligations may cure such default and, after curing such default, thereafter shall have the right to have Landlord either recognize the Lender's interest or grant a new lease substantially identical to this Lease. Under any such new lease, the Lender shall be entitled to, and Landlord shall not disturb the Lender's continued use and enjoyment thereunder for the remainder of the Term provided the Lender complies with the terms and conditions of the Lease.

16. Liens and Insolvency. The Tenant shall not cause any mechanic's or materialman's lien to be placed on the Leased Premises.

17. Rent After Default. If any or all of the Premises is sublet, sold or otherwise occupied by anyone other than the Tenant, after any default in the payment of rent by the Tenant, the Landlord may collect rent or other periodic payments from subtenants, purchasers or other occupants, but such collection and/or the Landlord's agreement to a third person's use or occupancy of the Premises shall not be deemed a waiver of any term or condition of this Lease.

18. Access. The Tenant shall allow the Landlord and/or its agents access to the Premises during business hours upon 24 hours' notice for the purpose of inspection. In case of emergency the Landlord may have access at any time. Landlord understands the risks associated with accessing the Leases Premises once the Solar Farm is operational and agrees to ensure that Landlord's activities are conducted in a safe manner. Nothing herein shall be construed to limit the authority of Adams County building inspectors under existing law.

19. Governmental Approvals and Compliance. Tenant shall obtain any necessary governmental licenses or authorizations required for the construction and use of the Site Improvements and Infrastructure on the Leased Premises and shall comply with government laws and regulations applicable thereto. Notwithstanding the foregoing, Tenant shall not be responsible for any matters arising in connection to Environmental Laws relating to the Leased Premises, except to the extent the need for compliance therefor arises directly out of the release by Tenant of any Hazardous Substances on or about the Leased Premises.

20. Insurance. At all times during the Term of this Lease, Tenant shall maintain in full force a comprehensive public liability insurance policy covering Tenant's operations, activities, and liabilities on the Leased Premises, having singly or in combination limits not less than One Million Dollars (\$1,000,000) in the

aggregate; please see attached “Exhibit C”, Insurance Requirements. Such policy shall name Landlord as an additional insured under such policy as the Landlord's interests may appear. Upon Landlord's request, Tenant shall give Landlord a certificate of insurance evidencing that the insurance required under the Agreement is in force.

21. Maintenance by Landlord. Landlord shall maintain its property adjacent to the Leased Premises in good condition and state of repair to avoid interference with Tenant's use of the Leased Premises and the Easement. Landlord shall not construct structures or plant trees adjacent to the Leased Premises that will impede solar access to Solar Farm.

22. Tenant's Right of Cancellation. In addition to any other remedies available to the Tenant, this Lease shall be subject to cancellation by the Tenant if any one or more of the following events occur:

a. Abandonment: If the Airport is permanently abandoned as an operating airport by the Landlord, the Tenant shall be entitled to cancel this Lease, remove all improvements it constructed on the Premises and have returned to it a pro rata share of prepaid rent for the year of termination.

b. Supervening Event: If any act of God prevents the Tenant from using the Premises for the purpose provided in paragraph 2 above, for six consecutive months, it may cancel this Lease. However, neither party shall have any liability to the other for the results of any such act.

c. Landlord's Breach of Lease: Tenant may cancel this Lease if the Landlord breaches any of its obligations under this Lease and fails to remedy such breach within thirty (30) calendar days after the Tenant's delivery of written notice of the breach to the Landlord.

d. At any time prior to the first date on which the Solar Farm (i) is ready for regular, daily operation, has been interconnected with the local utility's grid, has been accepted into the applicable energy grid and is producing electricity at full or substantially full capacity in accordance with applicable law (“Commercial Operation Date”), any of the following occur:

i. Any governmental agency denies a request by Tenant for or revokes a permit, license, or approval that is required for Tenant to construct or operate the Site Improvements and Infrastructure on the Leased Premises;

ii. Tenant determines that any condition exists on or about the Property, which precludes Tenant from using the Leased Premises for its intended purpose;

iii. Utilities necessary for Tenant's use of the Leased Premises are not available to the Leased Premises; or

iv. The Solar Farm is damaged or destroyed to an extent that prohibits or materially interferes with Tenant's use of the Leased Premises provided however, that Tenant shall use commercially reasonable efforts to mitigate such damage.

v. Tenant has not obtained (i) a fully-executed Interconnection Agreement with Xcel or (ii) required financing within one year of the Effective Date of this lease.

23. Landlord's Right of Termination. Landlord may terminate this Lease in the event Tenant fails to pay rent within thirty (30) days of Landlord's written notice to Tenant that such payment has not been made by the due date. In such case, Landlord shall follow the procedures set forth in the Forcible Entry and Detainer statute, and Landlord shall be entitled to its attorney fees and costs.

24. Removal of Improvements. Upon termination of this Lease, at its sole cost, the Tenant shall remove any improvements (except pavement) it has made to the Leased Premises and Easement area, and it shall repair any damage to the Leased Premises and Easement area to the extent caused by Tenant's use of the Leased Premises or Easement area.

25. Notices. All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying party, or officer, agent, or attorney of the notifying party, and shall be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Landlord: Airport Director
Adams County, Front Range Airport
5200 Front Range Parkway
Watkins, CO 80137-7131

To Tenant:
CEC Solar # 1130, LLC
361 Centennial Parkway, Third Floor
Louisville, CO 80027

With a copy: By email: paul.spencer@easycleanenergy.com

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

26. Nonwaiver of Breach. The failure of either party to insist on strict compliance with any term or condition of this Lease shall not be deemed a waiver or relinquishment of the right to require strict compliance with such term or condition, or any other term or condition of this Lease in the future.

27. Holding Over. If the Tenant holds over after the end of the original term of this Lease or any extended term hereof, the Tenant shall pay the Landlord rent in an amount equal to 150 % of the Lease rate then in effect. Such holding over shall not constitute renewal of this Lease but shall be a month-to-month tenancy only, with all other terms and conditions of this Lease applicable.

28. Landlord's Warranties. The Landlord warrants that it is the owner of the Premises free and clear of all liens and encumbrances, that it has the authority to enter into this Lease and to the best of Landlord's actual knowledge the Premises is free from contamination by hazardous substances.

29. Jurisdiction and Venue. The parties acknowledge that this Lease is entered into in the State of Colorado, and they agree that the courts of Adams County, Colorado, shall have jurisdiction and be the sole venue to resolve all disputes between the parties arising from this Lease or concerning the Premises.

30. Site Plan. Future development shall conform to and be in compliance with the requirements set forth in Chapter VI, Article B, Step 2 (Concept Plan), and Step 3 (Development Plan Drawings) of the Development Policy and Application Procedure for Aeronautical and Non-aeronautical Land Use at Front Range Airport, as adopted October 20 1999, attached hereto as Exhibit "C."

31. Liabilities to Third Parties; Risk of Loss. Tenant shall indemnify and hold Landlord harmless from any liability (including reimbursement of Landlord's reasonable legal fees and all costs) for death or bodily injury to third parties, or physical damage to the property of third parties, to the extent caused by the fault of Tenant or any of Tenant's agents, servants, employees, or licensees and, as between Landlord and Tenant, Landlord shall be solely responsible for any liability (including reimbursement of Tenant's reasonable legal fees and all costs) for death or bodily injury to third parties, or physical damage to the property of third parties, to the extent caused by the fault of Landlord or any of Landlord's agents, servants, employees, or licensees. Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored, or maintained in or upon the Leased Premises by Tenant shall be so installed, kept, stored, or maintained at the risk of Tenant. Landlord shall not be responsible for any loss or damage to equipment owned by Tenant that

might result from tornadoes, lightning, windstorms, or other Acts of God. The covenants of this paragraph shall survive and be enforceable and shall continue in full force and effect for the benefit of the Parties and their respective subsequent transferees, successors, and assigns, and shall survive the termination of this Lease, whether by expiration or otherwise.

32. Tenant's Performance and Surrender. Tenant shall pay the rent and all other sums required to be paid by Tenant hereunder in the amounts, at the times, and in the manner herein provided, and shall keep and perform all terms and conditions hereof on its part to be kept and performed, and at the expiration or sooner termination of this Lease, surrender to Landlord the Leased Premises subject to the other provisions of this Lease.

33. Default and Termination for Default. Landlord or Tenant shall be in default of this Lease if either party breaches any material provision hereof and said breach is not cured by the breaching party within sixty (60) days of receipt of notice of said breach from the other party hereto, or if such cure cannot reasonably be had within said sixty (60) day period, then if cure of such breach is not commenced within thirty (30) days of receipt of such notice and not thereafter completed using diligent efforts. Upon the breaching party's failure to cure its breach within such time, as applicable, the other party hereto shall have the right to terminate this Lease for default, and to pursue such remedies as may be available in law or equity.

34. Rights to Site Improvements and Infrastructure Upon Termination.

(a) Mutual Determination to Extend. Any time prior to the expiration of the Term (as such Term may be extended under Section 3), Tenant may notify Landlord of Tenant's desire to continue leasing the Leased Premises after the expiration of the Term. In the event of such notice, Landlord and Tenant shall negotiate in good faith for the continuation of this Lease under mutually agreeable terms. In the event that Landlord and Tenant execute a new or extended lease of the Leased Premises at least thirty (30) days prior to such expiration of the Term, then the terms and conditions of such new or extended lease shall apply.

(b) Removal of Solar Garden. Except as otherwise provided in Section 42(a) above, upon the expiration of the Term set forth in Section 3 (as such Term may be extended as therein provided), Tenant shall be obligated to remove the Solar Farm and all of Tenant's personal property from the Leased Premises and Easement area, including any solar panels that may be owned by third parties. Such removal shall be completed within six (6) months following the expiration of the full term of this Agreement, during which time Tenant shall be subject to all terms and conditions in this Lease with respect to access and said removal as if still a tenant.

(c) Noncompliance with Section 24(b). If Tenant either (i) abandons the Leased Premises or (ii) fails to remove the Solar Farm from the Leased Premises when required by Section 42(b) within the time period described therein, then Tenant shall be in default, and Landlord, after notice of default and expiration of the applicable cure periods set forth in Section 40 hereof, may remove the Solar Farm

at Tenant's cost. This Subsection 42(c) shall not apply in the event that the Landlord and Tenant enter into a new lease or lease extension as referenced in Section 42(a) above.

35. Binding on Successors. The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of the parties hereto.

36. Governing Law. The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State in which the Leased Premises are located.

37. Entire Agreement. All of the representations and obligations of the parties are contained herein, and no modification, waiver, or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.

38. Survey and Testing. Tenant shall have the right during the Initial Term and any extension to inspect, survey, soil test, and make any other investigations necessary or useful to determine if the Leased Premises are suitable for construction and operation of the Solar Farm. If Tenant, within the above-stated time, determines that for any reason the Leased Premises is not suitable, this Agreement, upon written notice given to Landlord, shall become null and void; provided that at Tenant's sole expense the Leased Premises shall be promptly restored to its condition prior to such testing and investigations.

39. Oil, Gas and Mineral Rights. Landlord does not grant, lease, let, or demise hereby, but expressly excepts and reserves herefrom all rights to oil, gas, and other minerals in, on, or under and that might be produced or mined from the Leased Premises; provided however, that no drilling or other activity will be undertaken on the surface of the Leased Premises to recover any oil, gas, or minerals during the Term hereof. This Lease is given and accepted subject to the terms and provisions of any recorded oil, gas, and mineral lease covering the Leased Premises or any part thereof now of record in the office of the County Clerk and Recorder; provided that Tenant is able to obtain a Non-disturbance Agreement in form reasonable to Tenant, executed and acknowledged by Landlord and the holder of any such oil, gas, or other mineral lease within thirty (30) days of execution of this Lease. In the event that Tenant does not obtain such a Non-disturbance Agreement, Tenant may, but is not required to, terminate this Lease upon thirty (30) days written notice to Landlord. Landlord agrees to use commercially reasonable efforts to incorporate into any future oil, gas or other mineral lease or other conveyance covering the above-described lands or any part thereof during the Term of this Lease the following provisions: (a) any such lease or conveyance shall be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Tenant under the terms of this Lease; and (b) within ten (10) days of creation of such lease or conveyance, the oil, gas,

and mineral lessee shall provide to Tenant a Nondisturbance Agreement in form reasonably acceptable to Tenant, and executed and acknowledged by Landlord and the holder of any such interest.

40. Hazardous Waste.

(a) The term Hazardous Materials shall mean any substance, material, waste, gas, or particulate matter that is regulated by any local governmental authority, the state in which the Leased Premises is located, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of state or local law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sections 1251 et seq. (33 U.S.C. Section 1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901 et seq. (42 U.S.C. Section 6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sections 9601 et seq. (42 U.S.C. Section 9601). The term Environmental Laws shall mean all statutes specifically described in the foregoing sentence and all applicable federal, state, and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders, and decrees regulating, relating to, or imposing liability or standards concerning or in connection with Hazardous Materials.

(b) Landlord represents and warrants that, to the best of Landlord's actual knowledge, (i) the Leased Premises have not been used for the use, manufacturing, storage, discharge, release, or disposal of Hazardous Materials, (ii) neither the Leased Premises nor any part thereof is in breach of any Environmental Laws, (iii) there are no underground storage tanks located on or under the Leased Premises, and (iv) the Leased Premises are free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner inaccurate or any such warranty is in any manner breached during the term of this Agreement (collectively, a "Breach"), and if there is any condition which is contrary to the foregoing representations and warranties that gives rise to or results in liability (including, but not limited to, a response action, remedial action, or removal action) under any Environmental Laws or any existing common law theory based on nuisance or strict liability, or causes a significant effect on public health, Landlord shall promptly take any and all remedial and removal action as required by law to clean up the Leased Premises and mitigate exposure to liability arising from such condition, and to keep the Leased Premises free of any lien imposed pursuant to, any Environmental Laws as a result of such condition.

(c) Landlord and Tenant agree as follows:

1. Tenant agrees to indemnify, defend, and hold harmless Landlord, its officers, partners, successors, and assigns from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties, and expenses, including reasonable attorneys' fees and expenses, consultants' fees and expenses, court costs, and all other out-of-pocket expenses, to the extent any such items arise out of the release of any Hazardous Substances on or about the Leased Premises by Tenant or Tenant's employees, contractors, agents, successors, or assigns.

2. Landlord agrees to be responsible for any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties, and expenses, including reasonable attorneys' fees and expenses, consultants' fees and expenses, court costs, and all other out-of-pocket expenses, to the extent any such items (a) arise out of the release of any Hazardous Substances on or about the Leased Premises except by Tenant or Tenant's employees, contractors, agents, successors, or assigns, or (b) arise out of any Breach by Landlord, or (c) arose prior to or during the Term of this Lease and that failed to comply with (i) the Environmental Laws then in effect or (ii) any existing common law theory based on nuisance or strict liability.

3. Landlord agrees to be responsible for any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties, and expenses, including reasonable attorneys' fees and expenses, consultants' fees and expenses, court costs, and all other out-of-pocket expenses, suffered or incurred by Tenant and its grantees as a result of (a) any Breach by Landlord, or (b) any matter or condition of the Leased Premises involving Environmental Laws or Hazardous Materials that was not caused by Tenant or its officers, partners, successors, or assigns and that existed on or arose prior to or during the Term of this Lease and that failed to comply with (i) the Environmental Laws then in effect or (ii) any existing common law theory based on nuisance or strict liability.

4. Landlord represents and warrants to Tenant that Landlord has received no notice that the Leased Premises or any part thereof is, and, to the best of its knowledge and belief, no part of the Leased Premises is located within, an area that has been designated by the Federal Emergency Management Agency, the

Army Corps of Engineers, or any other governmental body as being subject to special hazards, including floodplains.

5. The covenants of this Section shall survive and be enforceable and shall continue in full force and effect for the benefit of Tenant and its subsequent transferees, successors, and assigns and shall survive the Term of this Lease and any renewal periods thereof.

41. Mechanic's Liens. Tenant will not cause any mechanic's or materialman's lien to be placed on the Leased Premises, and Tenant agrees to indemnify, defend, and hold harmless Landlord from any such lien from a party claiming by, through, or under Tenant.

42. Headings. The headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections or subsections.

43. Time of Essence. Time is of the essence for Landlord's and Tenant's obligations under this Agreement.

44. Severability. If any section, subsection, term, or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term, or provision of the Agreement, or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term, or provision of this Agreement shall be valid or enforceable to the fullest extent permitted by law.

45. Further Assurances. Each of the parties agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence, or confirm this Agreement or any other agreement contained herein in the manner contemplated hereby.

46. Dispute Resolution. Before instituting a court action, any dispute between Landlord and Tenant arising under this Agreement shall in the first instance be addressed by informal negotiations between Landlord and Tenant following an exchange of written notice of and response to said dispute and for a period of time not to exceed 45 days unless extended by mutual agreement.

47. Right to Record. Upon full execution, the Tenant may record the Lease or a Memorandum of Lease, setting forth the general terms of the Lease and such other information as Tenant deems necessary. Tenant shall provide the Landlord a copy of the recorded Memorandum of Lease after recordation.

48. Interpretation. Each party to this Agreement and its counsel have reviewed and revised this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be

employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement.

49. Date of Agreement. The parties acknowledge that certain obligations of Landlord and Tenant are to be performed within certain specified periods of time which are determined by reference to the date of execution of this Agreement. The parties therefore agree that wherever the term "date of execution of this Agreement," or words of similar import are used herein, they shall mean the date upon which this Agreement has been duly executed by Landlord or Tenant, whichever is the later to so execute this Agreement. The parties further agree to specify the date on which they execute this Agreement beneath their respective signatures in the space provided and warrant and represent to the other that such a date is in fact the date on which each duly executed this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LANDLORD:

TENANT:

By: Steven O'Dorizio

By: [Signature]

Title: chair

Title: CEO

Date: NOVEMBER 3, 2016

Date: 10/6/16

STATE OF Colorado, COUNTY Adams, to wit:

The foregoing instrument was acknowledged before me in my jurisdiction aforesaid this 3rd day of NOVEMBER, 2016, by STEVEN J. O'DORIZIO, who is chair of county commissioners, a body, for and on behalf of the county commissioners who is, a body.

Notary Public for: Erica Hannah
My Commission Expires: 03-08-2020

ERICA HANNAH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20164009409
MY COMMISSION EXPIRES 03-08-2020

STATE OF Colorado, COUNTY OF Boulder, to wit:

The foregoing instrument was acknowledged before me in my jurisdiction aforesaid this 6 day of October, 2016, by Paul Spencer, who is CEO of Clean Energy Collective, a Colorado Limited Liability Company, for and on behalf of the Clean Energy Collective.

Notary Public for: Clean Energy Collective
My Commission Expires: 6/23/20

Tiffany McLean
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164023956
MY COMMISSION EXPIRES JUNE 23, 2020

APPROVED AS TO FORM
COUNTY ATTORNEY
[Signature]

EXHIBIT A
LEGAL DESCRIPTION OF LEASED
PREMISES

Approximately 15 acres of land within the SWNW, Section 17, Township 3 South, Range 64 West, 6th PM, having a physical street address of 36055 E 48th Ave, Watkins, CO 80137.

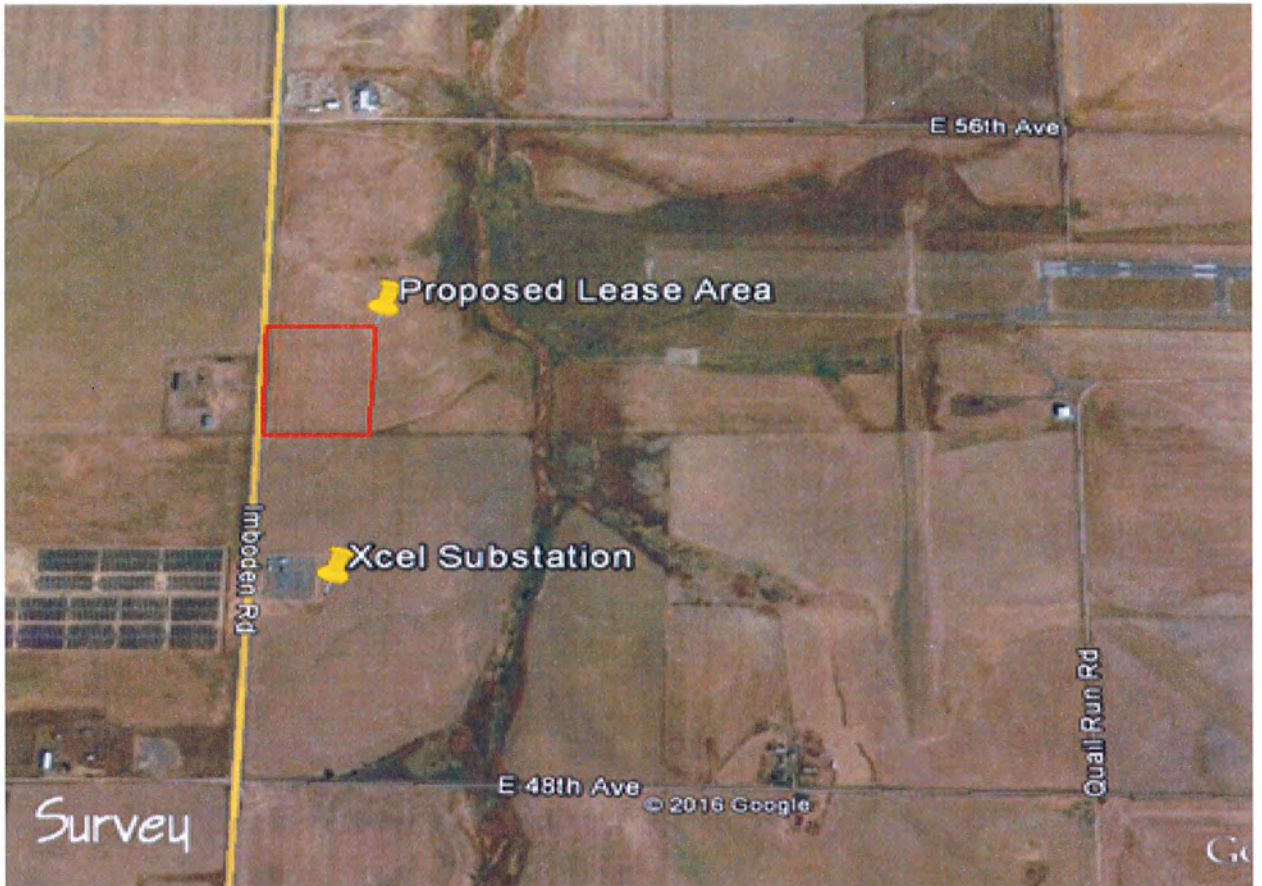


EXHIBIT B

TENANT'S SURVEY OF THE LEASED
PREMISES

To be revised by Tenant based upon the survey referenced in Section 2 of the Agreement.

EXHIBIT C



CERTIFICATE OF LIABILITY INSURANCE

CLEAENE-03 SAWANTSV

DATE (MM/DD/YYYY)
9/1/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|-------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| PRODUCER Willis of North Carolina, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191 | CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): (877) 945-7378 FAX (A/C No.): (888) 467-2378 E-MAIL ADDRESS: certificates@willis.com | |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Clean Energy Collective LLC 361 Centennial Parkway, 3rd Floor Louisville, CO 80027 | INSURER A: Travelers Property Casualty Company of America NAIC # 25674 | |
| | INSURER B: Charter Oak Fire Insurance Company 25615 | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | | 660-5H57190A | 09/01/2016 | 09/01/2017 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | BA-5H57190A | 09/01/2016 | 09/01/2017 | COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$ | | | EX-5H57190A | 09/01/2016 | 09/01/2017 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | UB8D10144A15 | 11/01/2015 | 11/01/2016 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| | |
|-------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CERTIFICATE HOLDER Clean Energy Collective, LLC 361 Centennial Pkwy #300 Louisville, CO 80027 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|-------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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ACORD 25 (2014/01)

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EXHIBIT D
LANDLORD ACKNOWLEDGEMENT OF COLLATERAL ASSIGNMENT OF LEASE

This Landlord Consent to Collateral Assignment of Lease Agreement (this "Consent") is granted and made by _____ ("Landlord") in connection with certain Option Lease dated _____, 20__ (the "Lease") by and between Landlord and _____ as Tenant.

1. Tenant has entered into a Loan Agreement ("Loan Agreement") with _____ ("Lender") for the extension of credit (the "Loan") in regard to a solar electric generating facility referred in said Loan Agreement as the "Solar Facility" and in said Lease and this Consent as the "Solar Garden".
2. Tenant as borrower under the Loan Agreement, has executed a Collateral Assignment in favor of Lender whereby Tenant is giving Lender a pledge, mortgage, and/or collateral assignment of all of its right, title and interest arising under the Lease as tenant of the Leased Premises, and providing Lender such other rights as set forth in such Collateral Assignment.
3. Landlord hereby consents to the Collateral Assignment of the Lease given from Tenant to Lender. Landlord acknowledges that in this connection, Lender shall be entitled to perform any obligation under the Lease in lieu of the performance of such obligation by Tenant, but that Lender shall not be obligated to perform any such obligation.
4. Landlord also acknowledges and agrees that the following statements are true and correct:
 - a. **Landlord is the fee owner of the Leased Premises described in the Lease Agreement, and (1) a true and correct copy of the Lease is attached hereto as Exhibit 1; (2) the Lease is in full force and effect; (3) Landlord has not modified, amended or changed the Lease in any material respect; (4) to the best of Landlord's knowledge, the Lease constitutes the entire agreement between Landlord and Tenant with respect to the Leased Premises; and (5) to the actual knowledge of Landlord, (i) there are no existing defaults by Tenant under the Lease, (ii) all amounts due under the Lease from Tenant to Landlord as of the date of this Consent have been paid; and (iii) there are no leases in effect to which the Tenant's use of the Leased Premises shall be subordinate.**
 - b. **Tenant owns the Solar Garden including without limitation all Site Improvements and Infrastructure (as defined in the Lease) and all related fixtures and personal property. Landlord does not own any personal property that is located on the Premises, and agrees that Landlord shall not pursue any liens or claims whatsoever against said Solar Garden, Site Improvements, Infrastructure, fixtures and personal property.**
 - c. **Except those interests appearing in the records of the county recorder(s) where the Solar Garden is situated, Landlord has not granted any interests in the Leased Premises to any person or entity other than Tenant, and as long as Tenant is not in default of the Lease, Landlord will ensure Tenant's quiet enjoyment of the Leased Premises in accordance with the terms and conditions of the Lease.**

5. Landlord also acknowledges and consents:
- a. **To Tenant's execution of a leasehold mortgage or deed of trust encumbering Tenant's leasehold estate under the Lease and the Solar Farm.**
 - b. **To Lender's access to the Leased Premises as necessary to inspect or protect its Collateral.**
 - c. **To provide upon request of Lender, as a collateral assignee of rights under the Lease, subsequent signed statements indicating whether or not any defaults exist under the Lease, and addressing such other matters concerning the Leased Premises and the Lease as Lender may reasonable request.**
 - d. **To the recording by Tenant or Lender of the Collateral Assignment and this Consent of Landlord thereto.**
6. Landlord acknowledges that all notices to Tenant under the Lease Agreement shall be sent to:

Attn: _____, Authorized Representative
361 Centennial Drive, 3rd Floor
Louisville, CO 80027
Telecopier Number: (800) 646-0323
Telephone Number: (970)692-2592

with a copy in each case to:

[Lender Information]

Signatures on Next Page

ACCESS EASEMENT

This ACCESS EASEMENT (the "Easement Agreement") is made and executed this _____th day of _____, 2017, by and between CEC Solar #1130, LLC, LLC, a Colorado Limited liability company, with a legal address of 361 Centennial Pkwy., Suite 300, Louisville, CO 80027, ("Grantee") and Adams County, having an address of 5200 Front Range Parkway, Watkins, Colorado 80137, (the "Grantor"). Grantor and Grantee may be referred to herein in the singular as a "Party" and collectively as the "Parties." For purposes of this Easement Agreement, the terms "Grantor" and "Grantee" shall include the Party's successors, heirs and assigns.

WHEREAS, Grantor is the owner of record of certain real property located in Adams County, Colorado, more particularly described as Adams County Parcel #018170000187 (the "Grantor's Property");

WHEREAS, Grantee has entered into a Land Lease Agreement (Solar Farm) dated October 6, 2016 (the "Lease") with Adams County on behalf of the Front Range Airport to lease a portion of the property, more particularly described on Exhibit A attached hereto (the "Leased Property") which Grantee intends to improve into one or more community solar arrays (the "Project(s)");

WHEREAS Grantee desires to access the Leased Property via an access road (the "Access Easement Area"), described on Exhibit B, attached hereto and incorporated herein by this reference. The Access Easement Area is more particularly described on Exhibit B; and

WHEREAS, Grantor wishes to grant Grantee an access easement over the Access Easement Area which is located on the Grantor's Property for purposes and subject to the conditions described herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee a non-exclusive easement of limited duration to enter, re-enter and use any portion of the Access Easement Area specified in Exhibit B located on the Grantor's Property, to exercise the rights of ingress and egress to the Leased Property in connection with the construction, operation and maintenance of solar power generation facilities thereon.
2. Term. The Grant of Easement and all other rights and privileges granted under this Easement Agreement shall commence on the date stated in the first paragraph, above, of this Easement Agreement. The Grant of Easement is subject to the provisions of Grantor's Lease and shall terminate upon the later of the (a) termination of the Grantor's Lease in accordance with its terms or (b) upon completion of the decommissioning of the solar array Project.
3. Covenants Running with the Land/Assignment. The Parties to this Easement Agreement acknowledge and agree that the easement and other rights conferred by this Easement Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the Parties and their respective grantees, heirs, successors and assigns.

4. Utility Easement. Grantor agrees to execute any easement agreement required by the utility for interconnection of the utility lines for the Project in the form required by the utility, if applicable.
5. Further Assurances. Each of the Parties agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to confirm this Easement Agreement.
6. Warranty. This Easement grant is without warranty of title and is subject to all prior liens, encumbrances, easements, restrictions and rights of way affecting the Access Easement Area.
7. Governing Law. This Easement Agreement shall be governed by the laws of the State of Colorado, without giving effect to its principles of conflicts of law.
8. Modification. This Easement Agreement may be modified only upon written agreement by the Parties.
9. Integration. The foregoing along constitutes the entire agreement between the Parties regarding its subject matter and no additional or different oral representation, promise or agreement shall be binding on any of the Parties hereto with respect to the subject matter stated in this Easement Agreement.
10. No Third-Party Beneficiaries. Except as may be expressly provided herein, there are no intended third-party beneficiaries to this Easement Agreement.
11. Insurance. During the term of the Easement Agreement, Grantee shall pay for and keep in full force and effect the following types of insurance: Commercial general liability insurance with limits of liability no less than \$1,000,000 per occurrence/\$2,000,000 aggregate with sub-limits for automobile liability, product/completed operations and contractual liability of no less than \$1,000,000 and shall provide to Grantor certificates of insurance evidencing such coverage and renewal thereof, within 30 days' prior notice of cancellation of any coverage required hereby.
12. Severability. If any provision or provisions of this Easement Agreement shall be held invalid, illegal, or unenforceable, then the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby and the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling.
13. Assignment. No Party shall assign or transfer this Easement Agreement, or any interest herein, without the prior written consent of the other Party which shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, Grantee is expressly permitted to assign its rights and responsibilities under this Easement Agreement, without obtaining Grantor's consent and in its sole discretion, to any entity owned or controlled by Grantee or under common ownership or control with Grantee or to anyone to whom the Lease is assigned provided: (1) the Grantee provides the Grantor and maintains a current list of the names, addresses and telephone numbers of these entities; and (2) the assignee agrees in writing to abide by all the terms and conditions of this Easement Agreement.

(Signatures on following page)

IN WITNESS WHEREOF, the Parties hereto have executed this Easement Agreement as of the day and year first above written.

GRANTOR:

Adams County

By: _____

Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____ of _____.

Witness my hand and official seal.

My commission expires: _____

(S E A L)

Notary Public

GRANTEE:

CEC Solar #1130, LLC

By: [Signature]

Its: Authorized rep.

Date: 9/28/17

STATE OF Colorado)

) ss.

COUNTY OF Boulder)

The Easement Agreement was acknowledged before me this 28th day of April, 2017, by Paul Spencer as CEO of Clean Energy Collective, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 6/23/20

(S E A L)

[Signature]

Notary Public



"EXHIBIT A"
PAGE 1 OF 2

LEASE AREA:

A LEASE AREA EXISTING OVER AND ACROSS A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 64 WEST, OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

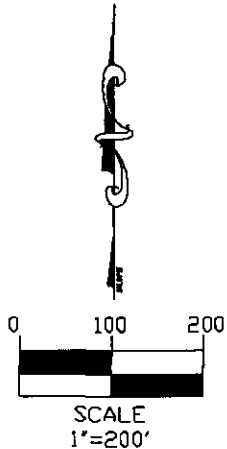
COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 17, BEING A 3 1/4" ALUMINUM CAP LS 30109, AND CONSIDERING THE LINE TO THE NORTHWEST CORNER OF SAID SECTION 17, BEING A 3 1/4" ALUMINUM CAP LS 30109, TO BEAR NORTH 00°18'12" WEST; THENCE NORTH 55°55'33" EAST, A DISTANCE OF 146.76 FEET MORE OR LESS TO A POINT BEING 122.00 FEET EAST OF THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17 TO THE TRUE POINT OF BEGINNING; THENCE NORTH 00°18'12" WEST ALONG A LINE BEING 122.00 FEET EAST OF AND PARALLEL TO SAID WEST LINE OF SECTION 17, A DISTANCE OF 747.87 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 710.08 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 747.86 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 706.12 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING. SAID LEASE AREA CONTAINING 529,562 SQ. FT. OR 12.16 ACRES MORE OR LESS.

GREEN MOUNTAIN SURVEYING
SAMUEL A. KNIGHT
CO PLS# 38,127

PROJECT LOCATION:
THE NORTHWEST QUARTER,
OF SECTION 17, TOWNSHIP 3 SOUTH,
RANGE 64 WEST, 6TH P.M.,
COUNTY OF ADAMS,
STATE OF COLORADO.

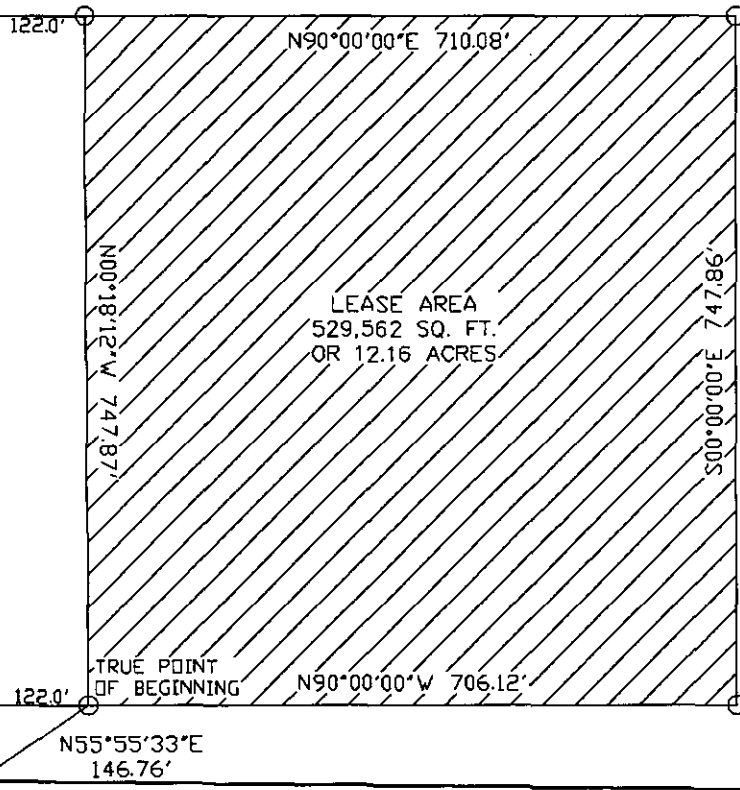
"EXHIBIT A"
PAGE 2 OF 2

THE NORTHWEST CORNER OF
THE NORTHWEST QUARTER
OF SECTION 17,
TOWNSHIP 3 SOUTH,
RANGE 64 WEST,
FOUND 3 1/4" ALUMINUM CAP
IN RANGE BOX LS 30109
PER MONUMENT RECORD DATED 01/27/03



THE WEST LINE OF THE
NORTHWEST QUARTER
OF SECTION 17
N00°18'12"W

POINT OF COMMENCEMENT
THE SOUTHWEST CORNER OF
THE NORTHWEST QUARTER
OF SECTION 17,
TOWNSHIP 3 SOUTH,
RANGE 64 WEST,
FOUND 3 1/4" ALUMINUM CAP
IN RANGE BOX LS 30109
PER MONUMENT RECORD DATED 11/22/06



THE SOUTH LINE OF THE
NORTHWEST QUARTER
OF SECTION 17

GREEN MOUNTAIN SURVEYING
SAMUEL A. KNIGHT
CO PLS# 38,127

PROJECT LOCATION:
THE NORTHWEST QUARTER,
OF SECTION 17, TOWNSHIP 3 SOUTH,
RANGE 64 WEST, 6TH P.M.,
COUNTY OF ADAMS,
STATE OF COLORADO.

"EXHIBIT B"
PAGE 1 OF 2

ACCESS EASEMENT:

AN ACCESS EASEMENT EXISTING OVER AND ACROSS A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 64 WEST, OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

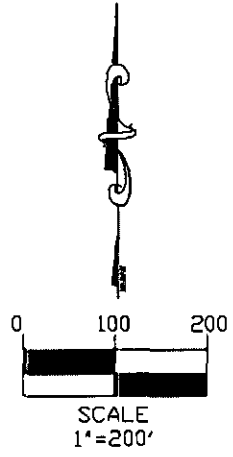
COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 17, BEING A 3 1/4" ALUMINUM CAP LS 30109, AND CONSIDERING THE LINE TO THE NORTHWEST CORNER OF SAID SECTION 17, BEING A 3 1/4" ALUMINUM CAP LS 30109, TO BEAR NORTH 00°18'12" WEST; THENCE NORTH 04°30'09" EAST, A DISTANCE OF 358.09 FEET MORE OR LESS TO A POINT BEING 30.00' EAST OF THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17, TO THE TRUE POINT OF BEGINNING; THENCE NORTH 00°18'12" WEST ALONG A LINE BEING 30.00 FEET EAST OF AND PARALLEL TO SAID WEST LINE, A DISTANCE OF 35.83 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 9.63', HAVING A RADIUS OF 15.00', AND A CHORD BEARING SOUTH 71°36'41" EAST, A DISTANCE OF 9.46 FEET; THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 24.68 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 10.94 FEET, HAVING A RADIUS OF 15.00', AND A CHORD BEARING NORTH 69°06'18" EAST, A DISTANCE OF 10.70 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 32.82 FEET, HAVING A RADIUS OF 45.00 FEET, AND A CHORD BEARING NORTH 69°06'18" EAST, A DISTANCE OF 32.10 FEET; THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 18.29 FEET; THENCE SOUTH 00°18'12" EAST, A DISTANCE OF 30.00 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 18.45 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 10.94 FEET, HAVING A RADIUS OF 15.00 FEET, AND A CHORD BEARING SOUTH 69°06'18" WEST, A DISTANCE OF 10.70 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 32.82 FEET, HAVING A RADIUS OF 45.00 FEET, AND A CHORD BEARING SOUTH 69°06'18" WEST, A DISTANCE OF 32.10 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 24.68 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 9.39 FEET, HAVING A RADIUS OF 15.00 FEET, AND A CHORD BEARING SOUTH 72°03'40" WEST, A DISTANCE OF 9.24 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING. SAID EASEMENT CONTAINING 2,888 SQ. FT. OR 0.07 ACRES MORE OR LESS.

GREEN MOUNTAIN SURVEYING
SAMUEL A. KNIGHT
CO PLS# 38,127

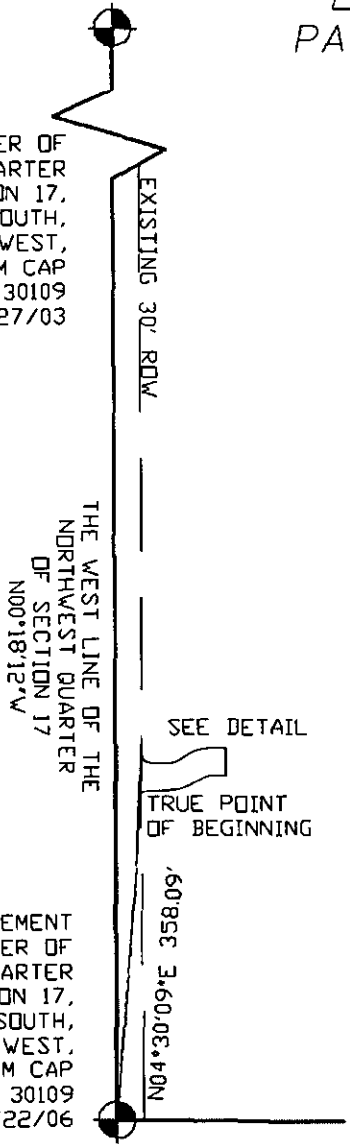
PROJECT LOCATION:
THE NORTHWEST QUARTER,
OF SECTION 17, TOWNSHIP 3 SOUTH,
RANGE 64 WEST, 6TH P.M.,
COUNTY OF ADAMS,
STATE OF COLORADO.

"EXHIBIT B"
PAGE 2 OF 2

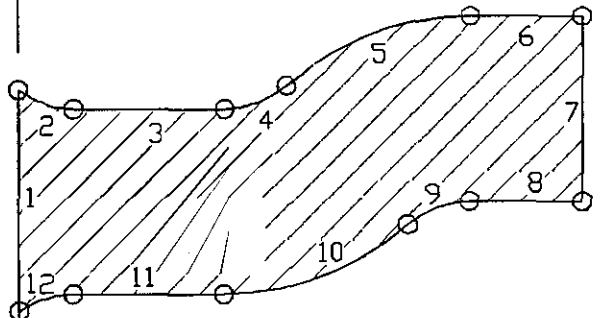
THE NORTHWEST CORNER OF
THE NORTHWEST QUARTER
OF SECTION 17,
TOWNSHIP 3 SOUTH,
RANGE 64 WEST,
FOUND 3 1/4" ALUMINUM CAP
IN RANGE BOX LS 30109
PER MONUMENT RECORD DATED 01/27/03



POINT OF COMMENCEMENT
THE SOUTHWEST CORNER OF
THE NORTHWEST QUARTER
OF SECTION 17,
TOWNSHIP 3 SOUTH,
RANGE 64 WEST,
FOUND 3 1/4" ALUMINUM CAP
IN RANGE BOX LS 30109
PER MONUMENT RECORD DATED 11/22/06



ACCESS EASEMENT DETAIL
SCALE 1"=30'



TRUE POINT
OF BEGINNING

LINE TABLE

| | | | |
|-----|-------------------------|----------------|----------|
| 1) | N 00°18'12" W | LENGTH: 35.83' | |
| 2) | AL=9.63' | | R=15.00' |
| | CH=S 71°36'41" E 9.46' | | |
| 3) | S 90°00'00" E | LENGTH: 24.68' | |
| 4) | AL=10.94' | | R=15.00' |
| | CH=N 69°06'18" E 10.70' | | |
| 5) | AL=32.82' | | R=45.00' |
| | N69°06'18"E 32.10' | | |
| 6) | S 90°00'00" E | LENGTH: 18.29' | |
| 7) | S 00°18'12" E | LENGTH: 30.00' | |
| 8) | N 90°00'00" W | LENGTH: 18.45' | |
| 9) | AL=10.94' | | R=15.00' |
| | CH=S 69°06'18" W 10.70' | | |
| 10) | AL=32.82' | | R=45.00' |
| | CH=S69°06'18"W 32.10' | | |
| 11) | N 90°00'00" W | LENGTH: 24.68' | |
| 12) | AL=9.39' | | R=15.00' |
| | CH=S 72°03'40" W 9.24' | | |

CONTAINING 2,888 SQ. FT. OR 0.07 ACRES

N04°30'09"E 358.09'

EXISTING 30' ROW

GREEN MOUNTAIN SURVEYING
SAMUEL A. KNIGHT
CO PLS# 38.127

PROJECT LOCATION:
THE NORTHWEST QUARTER,
OF SECTION 17, TOWNSHIP 3 SOUTH,
RANGE 64 WEST, 6TH P.M.,
COUNTY OF ADAMS,
STATE OF COLORADO.



PUBLIC HEARING AGENDA ITEM

| |
|------------------------------------------------------------------------------------------------|
| DATE OF PUBLIC HEARING: 05/23/17 |
| SUBJECT: Utility Easement for Solar Farm |
| FROM: Jeri Coin, on behalf of Dave Ruppel |
| AGENCY/DEPARTMENT: Front Range Airport |
| HEARD AT STUDY SESSION ON: |
| AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO |
| RECOMMENDED ACTION: That the Board of County Commissioners approves the resolution. |

BACKGROUND:

In 2016, the Landlord entered into a Land Lease with CEC Solar #1130, LLC (“Leasee”); and, by means of the attached Utility Easement, Landlord wishes to assign the utility easement for the identified Easement Area and Leasee wishes to use the designated easement.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney

ATTACHED DOCUMENTS:

Resolution
Land Lease
Utility Easement

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

| |
|---------------------|
| Fund: |
| Cost Center: |

| | Object Account | Subledger | Amount |
|----------------------------------------------------|-----------------------|------------------|---------------|
| Current Budgeted Revenue: | | | |
| Additional Revenue not included in Current Budget: | | | |
| Total Revenues: | | | <hr/> <hr/> |

| | Object Account | Subledger | Amount |
|-------------------------------------------------------------|-----------------------|------------------|---------------|
| Current Budgeted Operating Expenditure: | | | |
| Add'l Operating Expenditure not included in Current Budget: | | | |
| Current Budgeted Capital Expenditure: | | | |
| Add'l Capital Expenditure not included in Current Budget: | | | |
| Total Expenditures: | | | <hr/> <hr/> |

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING UTILITY EASEMENT
TO CEC SOLAR # 1130, LLC, FOR SOLAR FARM

Resolution 2017-

WHEREAS, Adams County is a body corporate and politic that owns and operates an airport known as Front Range Airport (“Landlord”); and,

WHEREAS, in 2016, the Landlord entered into a Land Lease with CEC Solar #1130, LLC (“Tenant”) to construct, maintain, and operate a solar farm; and,

WHEREAS, by means of the attached Utility Easement, the Landlord desires to grant a non-exclusive Utility Easement to Tenant to connect its solar farm to the electric grid.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Utility Easement to CEC Solar #1130, LLC, and a copy of which is attached hereto, is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is authorized to execute said Utility Easement on behalf of Adams County.

**LAND LEASE AGREEMENT-
(SOLAR FARM)**

This Land Lease Agreement (the "Lease") is made effective this 6th day of October, 2016 ("Effective Date") by and between Adams County, on behalf of the Front Range Airport, located at 5200 Front Range Parkway, Watkins, Colorado 80137, ("Landlord") and CEC Solar # 1130, LLC, a Colorado limited liability company, having an office at 361 Centennial Parkway, Third Floor, Louisville, Colorado 80027 ("Tenant"). Tenant and Landlord are each individually referred to herein as a "Party" and collectively as the "Parties."

For and in consideration of the mutual covenants hereinafter contained, the Parties agree as follows:

1. Lease and Description. Upon the terms and conditions hereinafter set forth, the Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, those certain premises situated at the Front Range Airport, Adams County, Colorado, a 653,000 square foot (approximately 15 acres) parcel of property commonly known as a portion of the Front Range Airport property at 5200 Front Range Parkway, located in Adams County, Watkins, Colorado, together with ingress, egress, and utility easements on the airport providing access to and from a public road and the point of utility interconnection, if on airport property, as described in Sections 5 and 6 below (the "Leased Premises"). A legal description of the Leased Premises is attached hereto and incorporated herein as Exhibit A. Landlord grants to Tenant the right to survey the Leased Premises at Tenant's cost, and the legal description of the Leased Premises, including any access or utility easements, provided in the survey shall then become Exhibit B, which shall be attached hereto and made a part hereof. In the event of any discrepancy between the description of the property contained herein and the survey, the survey shall control.

2. Business Purpose. The Leased Premises shall be used for the construction and operation of a Solar Farm and related facilities under the terms and conditions of this Lease which shall not be construed as creating or vesting in the Tenant or any subtenant or assignee a fee interest in the Premises.

The construction of an approximately two (2) Megawatt solar farm (the "Solar Farm") and facilities constructed on the Leased Premises and the leasehold interest created hereby are to be used for non-aeronautical-related purposes, including but not limited to the activities listed in Section 6. The tenancy created hereby is subject to the terms of this Lease, the Minimum Standards of Front Range Airport, all applicable federal, state and local laws and ordinances. The Minimum Standards shall be provided by the Landlord to the Tenant in writing upon the approval of this Lease and thereafter from time to time as they are amended.

3. Term. The initial term of this Lease shall commence on the Effective Date of this lease and shall run for twenty (20) years from the earlier of the date the Solar Farm is interconnected with the utility or one (1) year from the Effective Date of this lease (the "Initial Term"). So long as the Tenant is in full compliance with the terms of the Lease and the Minimum Standards of Front Range Airport, the Tenant may extend the term of this Lease for an additional ten (10) year period (the "Extension Term"). In order to exercise this extension option, Tenant shall deliver to Landlord, not less than ninety (90) days prior to the expiration of the Initial Term, written notice of Tenant's intent to extend this for such additional ten (10) year period.

4. Rent. The rent shall be \$1,333.33 per acre, per year, for a first-year payment of \$20,000, together with Annual Escalation outlined below. Said Rent shall be due within thirty days of the earlier of the date the Solar Farm is interconnected with the utility or one (1) year from the Effective Date of this lease (the "Rent Payment Date"). Rent for subsequent years shall be due upon the anniversary of the Rent Payment Date of this Lease.

Rent payment shall be made at 5200 Front Range Parkway, Watkins, Colorado 80137, or at such other address as the Landlord notifies the Tenant in writing during the original or any extended term of the Lease. The Tenant shall also pay for any calendar year or fraction thereof for which rent is due but not paid within ten (10) calendar days of the due date a late charge equal to five percent (5%) of the rent due and any accrued late charges.

Annual Escalation. Commencing on January 1, 2018, and once every year thereafter, the rent shall increase by 3.0%.

5. Assignment of Lease. Tenant shall not assign or transfer this Agreement, or any interest herein, without the prior written consent of Landlord which shall not be unreasonably withheld, delayed or conditioned, and consent to an assignment shall not be deemed to be a consent to any subsequent assignment. Notwithstanding the foregoing, Tenant is expressly permitted to assign its rights and responsibilities under this Agreement, without obtaining Landlord's consent and in its sole discretion, to any entity owned or controlled by Tenant or under common ownership or control with Tenant provided: (1) the Tenant provides the Landlord and maintains a current list of the names, addresses and telephone numbers of these entities; and (2) the entities agree in writing to abide by all the terms and conditions of this Lease.

6. Improvements of Leased Premises. All improvements constructed on the Premises are subject to the following terms and conditions:

a. Landlord has reviewed and approved Tenant's Solar Farm Facility Plans for construction (the "Plans") prior to execution of this Lease and agrees that such Plans meet the Minimum Standards of Front Range Airport. All improvements shall be built in

substantial conformance with those Plans, including layout plans and elevations of the finished solar farm. Any subsequent material change to the Plans, and any construction after the initial installation of Tenant's Solar Farm facilities (excluding Tenant's routine/periodic maintenance and replacement of said initially approved facilities) shall be submitted to Landlord for approval, such approval not to be unreasonably delayed or withheld. Landlord shall have twenty (20) days to issue its approval or disapproval of said subsequent change. If no approval or denial is received by Tenant within such twenty (20) day period, Landlord's approval shall be deemed to have been given.

b. Components. Tenant shall construct an approximately two (2) Megawatt solar farm (the "Solar Farm") at its sole expense. The Solar Farm shall consist of racking and foundations; inverters and transformers; necessary electrical interconnections and all improvements and connections required to transfer and deliver generation offsite, including three (3) phase extensions and power box(es); a 200 to 400 square-foot structure to house electrical and maintenance equipment ("PV Box"); security fencing and gating, with cameras, enclosing the Leased Premises; safety signage and solar photo voltaic ("PV") panels (collectively the "Site Improvements and Infrastructure"). Except as set forth herein, Landlord has no obligation to make improvements on the Leased Premises or Landlord's real property to accommodate the Solar Farm.

c. Use of Non-Leased Area. Tenant shall use reasonable efforts to use only the Leased Premises for ingress and egress, storage, construction and all improvement activities, and shall not use the property of the Landlord other than the Leased Premises for the improvement activities except as otherwise agreed. Should Tenant require additional area for lay down or storage during the construction of the improvements then Landlord shall allow use of one acre for a lay down or storage area directly adjacent to the Leased Premises at no additional cost to Tenant. Said lay down / storage area shall be depicted on the Plans and be approved at time of Lease execution. Provided however, that Tenant shall not have the right to place any improvements on such one acre area, and shall only have use of the additional one acre one time for period not to exceed six months. Tenant shall ensure that it repairs the surface of the one acre area to the extent that its laydown and storage activities causes damage thereto.

d. New Construction. For any new construction on the Leased Premises, such construction shall be designed and built in accordance with applicable law in effect at the time of construction, including without limitation, the applicable building and fire codes of such agencies and the Minimum Standards.

e. Signage. Tenant shall have the right to place one or more signs advertising the Solar Farm provided that, prior to putting up any such signage, Tenant has obtained any required sign permits from the local governing authority and such signs comply with the Minimum Standards. In the event that there is a conflict between the Minimum Standards and applicable law or permits, the requirements of applicable law or permits shall control.

f. Fencing. Tenant shall maintain a security fence around the Solar Farm including along Imboden Road for the duration of the Term and any extensions thereto.

g. Unless construction of the improvements is commenced within twelve (12) months after execution of Lease, this Lease shall become null and void, unless the Parties agree in writing to a longer period in which to commence construction. If the Lease becomes null and void pursuant to this section, the Tenant shall be entitled to return of prorated advance rents and other fees paid to the Landlord. Construction shall be completed by twenty-four (24) months after the execution of the Lease. Timely completion of construction is a material term of this Lease. All permits and approvals required for construction of the said improvements and/or use of the Leased Premises shall be obtained by the Tenant in a timely fashion at Tenant's sole expense.

7. Ingress, Egress, Utility and Solar Easement. As part of the Leased Premises, Landlord hereby grants to Tenant an easement for ingress and egress to the Leased Premises in a mutually agreeable location, for access to and from Leased Premises from a public road, and over property of Landlord within and adjacent to the Leased Premises for construction and maintenance of the Site Improvements and Infrastructure on the Leased Premises, for the installation, construction, use and maintenance of underground and aboveground telephone, telegraph, and power lines and electric utilities in connection with Tenant's use of the Leased Premises, and upon and above the property of Landlord for the unrestricted right to receive and utilize solar energy at the Solar Farm (the "Easement"). The term of this Easement shall commence upon the Commencement Date of this Lease and shall continue until the last to occur of (i) expiration of the Lease Term, or (ii) removal by Tenant of all of its property from the Leased Premises after expiration of the Lease Term, including removal of Tenant's property and infrastructure from the Easement. Additional details concerning the location and configuration of the Easement may be specified by the parties not later than ten (10) business days after execution of this Agreement and shall be included in any recorded Memorandum of this Lease. In addition, at Tenant's request and expense, this Easement shall be set forth in a separate Easement Agreement, which Landlord and Tenant agree to execute and which Tenant shall have recorded as an encumbrance on the property of Landlord and binding upon all subsequent owners, successors, and assigns. Upon expiration of the Easement, Tenant shall repair any damage to the Easement area caused by Tenant or Tenant's agents. Upon expiration of the Easement, Tenant shall, at Landlord's request, execute a termination of Easement for recording purposes.

8. Utilities. Tenant is responsible, at its sole cost, for bringing utilities from the present point of termination to the perimeter of the Premises. Notwithstanding the foregoing, Landlord agrees to execute any easement agreement required by the local utility to bring utilities to the point of interconnection with the Solar Farm. The Tenant must provide all improvements within the perimeter of the Leased Premises that Tenant determines it requires in its sole discretion, including, but not limited to, any necessary

paving, landscaping, buildings, parking, lighting, telephone and other facilities or utilities. All utilities shall be underground within the Leased Premises. Tenant hereby covenants and agrees to pay all monthly or other regular charges for lighting, and for all other public utilities which shall be used in or charged against the Leased Premises by Tenant during the full terms of this Lease. Landlord agrees to cooperate in the acquisition of temporary hook ups.

9. Taxes. Landlord is a tax exempt entity. Tenant shall pay all personal property taxes associated with its facilities and leasehold interest and, as additional Rent, any increase in real property taxes levied against the Leased Premises that is directly attributable to Tenant's improvements to the Leased Premises.

10. Repair, Maintenance and Security.

a. At its sole expense, the Tenant shall keep the Leased Premises and all improvements thereon in good repair and in a safe and sanitary condition. The Leased Premises shall at all times be maintained in accordance with any applicable Building Code, Zoning Regulation, or Ordinance of Adams County.

b. During construction, Tenant shall, at its expense, be responsible for the immediate clean up of any dirt and/or mud that Tenant tracks or blows upon the adjacent pavement areas.

c. Maintenance. The Solar Farm shall be maintained by Tenant at its own expense. Tenant shall maintain, protect and preserve the Solar Farm in a safe, neat and attractive condition and in good and serviceable repair. Tenant shall be responsible for ongoing vegetation and weed management on the Leased Premises.

d. Snow Removal. Landlord does not provide snow removal service on the access road serving the Leased Premises. Snow removal on the Leased Premises, if needed, shall be the responsibility of Tenant as necessitated by Tenant's operation of the Solar Farm. Any snow removal activities will minimize any damage to the existing ground surface of the site. Tenant will promptly repair any damage to the Leased Premises caused by its snow removal activities. Tenant will only use the existing or new access roads via the access easement for vehicle access to the site.

e. Security. Security for the Solar Farm shall be the responsibility of Tenant. Nothing in this Agreement shall be construed to impose security obligations upon Landlord. Landlord shall not be liable for any loss or damages suffered by Tenant or third party solar panel owners due to Tenant's and such third parties' use and occupancy of and activities on the Leased Premises.

11. Use. The Tenant shall conduct on the Leased Premises only the business for which it is leased and shall not use the Leased Premises for any illegal purpose. The

Tenant's uses under this Lease include the construction and operation of the Solar Farm, and activities related thereto. Nothing in this Agreement shall be deemed to give Tenant the right to engage in any activities which are not related to the foregoing use, except as otherwise allowed under the provisions of this Lease.

12. Title and Quiet Possession. Landlord represents and covenants that Landlord owns the Leased Premises and property subject to the Easement in fee simple, free and clear of all liens, encumbrances, and restrictions of every kind and nature, except for those that currently appear in the recorded chain of title and are reported as exceptions on the commitment for title insurance that Tenant may obtain.

Landlord represents and warrants to Tenant that Landlord has the full right to make this Lease and that Tenant shall have quiet enjoyment and peaceful possession of the Leased Premises and the Easement throughout the Lease Term.

13. Title to Site Improvements and Infrastructure.

(a) Site Improvements and Infrastructure. Title to the Site Improvements and Infrastructure remains with Tenant at all times during the Term. Upon expiration of this Agreement, title to the Site Improvements and Infrastructure shall be designated in accordance with Section 24, below.

(b) Repair of Landlord's Property. In the event that Tenant causes any damage to Landlord's real property, including without limitation any above-ground or underground utilities, in the course of any activity undertaken by Tenant under this Agreement, Tenant shall facilitate the repair of such damage to return such property of Landlord to substantially the same condition as it existed prior to such damage, at Tenant's sole expense.

14. Subordination, Attornment, and Nondisturbance. Tenant agrees that, if requested by Landlord, this Lease shall be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Leased Premises and to all modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust, provided that Landlord first delivers to Tenant a Non-Disturbance Agreement (defined below) from the holder of such lien or mortgage. In any case Tenant's possession of the Leased Premises and use of the Easements shall not be disturbed so long as Tenant shall continue to perform its duties and obligations under this Lease. Except as otherwise set forth herein, Landlord agrees that any right, title or interest created by Landlord from and after the date hereof in favor of or granted to any third party shall be subject to (i) this Agreement and all of Tenant's rights, title and interests created in this Agreement, and (ii) any and all documents executed by and between Tenant and Landlord in connection with this Agreement. "Non-disturbance Agreement" shall mean an agreement in form reasonably acceptable to Tenant, between Tenant, Landlord and the holder of a lien or a mortgage that provides that the holder of such lien or a mortgage (i) agrees not to disturb Tenant's possession or rights under this Agreement, (ii) agrees to provide notice of defaults under the lien or a mortgage documents to Tenant and agrees to allow Tenant and its lenders a reasonable period of time following such notice to cure such defaults on behalf of Landlord, and (iii) agrees

to comply with such other requirements as may be reasonably required by Tenant or its lenders to ensure the interests of Tenant or its lenders are not interfered with. Tenant agrees to attorn to the mortgagee, trustee, or beneficiary under any such mortgage or deed of trust, and to the purchaser in a sale pursuant to the foreclosure thereof; provided that such mortgagees, trustees, beneficiaries and purchasers agree in writing that Tenant's possession of the Leased Premises and use of the Easements shall not be disturbed so long as Tenant shall continue to perform its duties and obligations under this Lease. Tenant's obligation to perform such duties and obligations shall not be in any way increased or its rights diminished by the provisions of this paragraph. Within ten (10) business days of execution of this Agreement or within ten (10) business days of the date of creation of any future mortgages or deeds of trust, Landlord shall request Landlord's secured lenders to provide a Subordination and Non-Disturbance Agreement provide an Attornment and Nondisturbance Agreement from Landlord's secured lenders, if any, in form reasonably acceptable to Tenant, and executed and acknowledged by Landlord and the holder of any mortgage or deed of trust to which this Lease is, or shall become, subordinate.

15. Mortgage of Leasehold Interests.

a. Lender Collateral. Tenant shall have the right to pledge, mortgage and/or collaterally assign its leasehold interest and the Solar Farm as security to lender(s) (hereinafter "Lenders") for financing purposes without the further consent of Landlord. Landlord agrees to execute and deliver to Tenant within thirty (30) days of any Tenant request therefor made from time to time, a Landlord Acknowledgement of Collateral Assignment of Lease in the form similar to that of Exhibit D hereto. Landlord also agrees to promptly execute an estoppel certificate and any such other documentation as may reasonably be required by such lender(s) from time to time to certify as to the status of this Lease and to the performance of Tenant hereunder as of the date of such certification.

b. Notices to Lenders. As a precondition to exercising any rights or remedies related to any default by Tenant under this agreement, Landlord shall give written notice of the default to each Lender that is of record with Landlord, at the same time it delivers notice of default to Tenant, specifying the alleged event of default and the required remedy. Each Lender shall have the same amount of time to cure the default under this Lease as is given to Tenant hereunder, and the same right as Tenant to cure any default or to remove any property of Tenant or Lender located on the Leased Premises. The cure period for all Lenders shall begin to run at the end of the cure period given to Tenant in this agreement, but in no case shall the cure period for any Lender be less than thirty (30) days after Lender's receipt of default notice. In the event that a Lease default requires immediate action by Landlord to preserve the health, safety, or welfare of the Airport, its tenants, users, neighbors, or members of the public, Landlord may take such immediate action as it deems necessary to remedy such default. Failure of Landlord to give a Lender notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of such Lender to cure any default and to remove any property of Tenant or the Mortgagee located on the Leased Premises.

c. Right to Cure Defaults; Substitution. To prevent termination of this Lease, the Lender shall have the right, but not the obligation, at any time to perform any act necessary to cure any default and to prevent the termination of this Lease or any interest in the Solar Farm. In the event of an uncured default by the holder of Tenant's entire interest in this Lease, or in the event of a termination of this agreement by operation of law or otherwise, each Lender that is not in default of its obligations may cure such default and, after curing such default, thereafter shall have the right to have Landlord either recognize the Lender's interest or grant a new lease substantially identical to this Lease. Under any such new lease, the Lender shall be entitled to, and Landlord shall not disturb the Lender's continued use and enjoyment thereunder for the remainder of the Term provided the Lender complies with the terms and conditions of the Lease.

16. Liens and Insolvency. The Tenant shall not cause any mechanic's or materialman's lien to be placed on the Leased Premises.

17. Rent After Default. If any or all of the Premises is sublet, sold or otherwise occupied by anyone other than the Tenant, after any default in the payment of rent by the Tenant, the Landlord may collect rent or other periodic payments from subtenants, purchasers or other occupants, but such collection and/or the Landlord's agreement to a third person's use or occupancy of the Premises shall not be deemed a waiver of any term or condition of this Lease.

18. Access. The Tenant shall allow the Landlord and/or its agents access to the Premises during business hours upon 24 hours' notice for the purpose of inspection. In case of emergency the Landlord may have access at any time. Landlord understands the risks associated with accessing the Leases Premises once the Solar Farm is operational and agrees to ensure that Landlord's activities are conducted in a safe manner. Nothing herein shall be construed to limit the authority of Adams County building inspectors under existing law.

19. Governmental Approvals and Compliance. Tenant shall obtain any necessary governmental licenses or authorizations required for the construction and use of the Site Improvements and Infrastructure on the Leased Premises and shall comply with government laws and regulations applicable thereto. Notwithstanding the foregoing, Tenant shall not be responsible for any matters arising in connection to Environmental Laws relating to the Leased Premises, except to the extent the need for compliance therefor arises directly out of the release by Tenant of any Hazardous Substances on or about the Leased Premises.

20. Insurance. At all times during the Term of this Lease, Tenant shall maintain in full force a comprehensive public liability insurance policy covering Tenant's operations, activities, and liabilities on the Leased Premises, having singly or in combination limits not less than One Million Dollars (\$1,000,000) in the

aggregate; please see attached “Exhibit C”, Insurance Requirements. Such policy shall name Landlord as an additional insured under such policy as the Landlord's interests may appear. Upon Landlord's request, Tenant shall give Landlord a certificate of insurance evidencing that the insurance required under the Agreement is in force.

21. Maintenance by Landlord. Landlord shall maintain its property adjacent to the Leased Premises in good condition and state of repair to avoid interference with Tenant's use of the Leased Premises and the Easement. Landlord shall not construct structures or plant trees adjacent to the Leased Premises that will impede solar access to Solar Farm.

22. Tenant's Right of Cancellation. In addition to any other remedies available to the Tenant, this Lease shall be subject to cancellation by the Tenant if any one or more of the following events occur:

a. Abandonment: If the Airport is permanently abandoned as an operating airport by the Landlord, the Tenant shall be entitled to cancel this Lease, remove all improvements it constructed on the Premises and have returned to it a pro rata share of prepaid rent for the year of termination.

b. Supervening Event: If any act of God prevents the Tenant from using the Premises for the purpose provided in paragraph 2 above, for six consecutive months, it may cancel this Lease. However, neither party shall have any liability to the other for the results of any such act.

c. Landlord's Breach of Lease: Tenant may cancel this Lease if the Landlord breaches any of its obligations under this Lease and fails to remedy such breach within thirty (30) calendar days after the Tenant's delivery of written notice of the breach to the Landlord.

d. At any time prior to the first date on which the Solar Farm (i) is ready for regular, daily operation, has been interconnected with the local utility's grid, has been accepted into the applicable energy grid and is producing electricity at full or substantially full capacity in accordance with applicable law (“Commercial Operation Date”), any of the following occur:

i. Any governmental agency denies a request by Tenant for or revokes a permit, license, or approval that is required for Tenant to construct or operate the Site Improvements and Infrastructure on the Leased Premises;

ii. Tenant determines that any condition exists on or about the Property, which precludes Tenant from using the Leased Premises for its intended purpose;

iii. Utilities necessary for Tenant's use of the Leased Premises are not available to the Leased Premises; or

iv. The Solar Farm is damaged or destroyed to an extent that prohibits or materially interferes with Tenant's use of the Leased Premises provided however, that Tenant shall use commercially reasonable efforts to mitigate such damage.

v. Tenant has not obtained (i) a fully-executed Interconnection Agreement with Xcel or (ii) required financing within one year of the Effective Date of this lease.

23. Landlord's Right of Termination. Landlord may terminate this Lease in the event Tenant fails to pay rent within thirty (30) days of Landlord's written notice to Tenant that such payment has not been made by the due date. In such case, Landlord shall follow the procedures set forth in the Forcible Entry and Detainer statute, and Landlord shall be entitled to its attorney fees and costs.

24. Removal of Improvements. Upon termination of this Lease, at its sole cost, the Tenant shall remove any improvements (except pavement) it has made to the Leased Premises and Easement area, and it shall repair any damage to the Leased Premises and Easement area to the extent caused by Tenant's use of the Leased Premises or Easement area.

25. Notices. All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying party, or officer, agent, or attorney of the notifying party, and shall be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Landlord: Airport Director
Adams County, Front Range Airport
5200 Front Range Parkway
Watkins, CO 80137-7131

To Tenant:
CEC Solar # 1130, LLC
361 Centennial Parkway, Third Floor
Louisville, CO 80027

With a copy: By email: paul.spencer@easycleanenergy.com

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

26. Nonwaiver of Breach. The failure of either party to insist on strict compliance with any term or condition of this Lease shall not be deemed a waiver or relinquishment of the right to require strict compliance with such term or condition, or any other term or condition of this Lease in the future.

27. Holding Over. If the Tenant holds over after the end of the original term of this Lease or any extended term hereof, the Tenant shall pay the Landlord rent in an amount equal to 150 % of the Lease rate then in effect. Such holding over shall not constitute renewal of this Lease but shall be a month-to-month tenancy only, with all other terms and conditions of this Lease applicable.

28. Landlord's Warranties. The Landlord warrants that it is the owner of the Premises free and clear of all liens and encumbrances, that it has the authority to enter into this Lease and to the best of Landlord's actual knowledge the Premises is free from contamination by hazardous substances.

29. Jurisdiction and Venue. The parties acknowledge that this Lease is entered into in the State of Colorado, and they agree that the courts of Adams County, Colorado, shall have jurisdiction and be the sole venue to resolve all disputes between the parties arising from this Lease or concerning the Premises.

30. Site Plan. Future development shall conform to and be in compliance with the requirements set forth in Chapter VI, Article B, Step 2 (Concept Plan), and Step 3 (Development Plan Drawings) of the Development Policy and Application Procedure for Aeronautical and Non-aeronautical Land Use at Front Range Airport, as adopted October 20 1999, attached hereto as Exhibit "C."

31. Liabilities to Third Parties; Risk of Loss. Tenant shall indemnify and hold Landlord harmless from any liability (including reimbursement of Landlord's reasonable legal fees and all costs) for death or bodily injury to third parties, or physical damage to the property of third parties, to the extent caused by the fault of Tenant or any of Tenant's agents, servants, employees, or licensees and, as between Landlord and Tenant, Landlord shall be solely responsible for any liability (including reimbursement of Tenant's reasonable legal fees and all costs) for death or bodily injury to third parties, or physical damage to the property of third parties, to the extent caused by the fault of Landlord or any of Landlord's agents, servants, employees, or licensees. Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored, or maintained in or upon the Leased Premises by Tenant shall be so installed, kept, stored, or maintained at the risk of Tenant. Landlord shall not be responsible for any loss or damage to equipment owned by Tenant that

might result from tornadoes, lightning, windstorms, or other Acts of God. The covenants of this paragraph shall survive and be enforceable and shall continue in full force and effect for the benefit of the Parties and their respective subsequent transferees, successors, and assigns, and shall survive the termination of this Lease, whether by expiration or otherwise.

32. Tenant's Performance and Surrender. Tenant shall pay the rent and all other sums required to be paid by Tenant hereunder in the amounts, at the times, and in the manner herein provided, and shall keep and perform all terms and conditions hereof on its part to be kept and performed, and at the expiration or sooner termination of this Lease, surrender to Landlord the Leased Premises subject to the other provisions of this Lease.

33. Default and Termination for Default. Landlord or Tenant shall be in default of this Lease if either party breaches any material provision hereof and said breach is not cured by the breaching party within sixty (60) days of receipt of notice of said breach from the other party hereto, or if such cure cannot reasonably be had within said sixty (60) day period, then if cure of such breach is not commenced within thirty (30) days of receipt of such notice and not thereafter completed using diligent efforts. Upon the breaching party's failure to cure its breach within such time, as applicable, the other party hereto shall have the right to terminate this Lease for default, and to pursue such remedies as may be available in law or equity.

34. Rights to Site Improvements and Infrastructure Upon Termination.

(a) Mutual Determination to Extend. Any time prior to the expiration of the Term (as such Term may be extended under Section 3), Tenant may notify Landlord of Tenant's desire to continue leasing the Leased Premises after the expiration of the Term. In the event of such notice, Landlord and Tenant shall negotiate in good faith for the continuation of this Lease under mutually agreeable terms. In the event that Landlord and Tenant execute a new or extended lease of the Leased Premises at least thirty (30) days prior to such expiration of the Term, then the terms and conditions of such new or extended lease shall apply.

(b) Removal of Solar Garden. Except as otherwise provided in Section 42(a) above, upon the expiration of the Term set forth in Section 3 (as such Term may be extended as therein provided), Tenant shall be obligated to remove the Solar Farm and all of Tenant's personal property from the Leased Premises and Easement area, including any solar panels that may be owned by third parties. Such removal shall be completed within six (6) months following the expiration of the full term of this Agreement, during which time Tenant shall be subject to all terms and conditions in this Lease with respect to access and said removal as if still a tenant.

(c) Noncompliance with Section 24(b). If Tenant either (i) abandons the Leased Premises or (ii) fails to remove the Solar Farm from the Leased Premises when required by Section 42(b) within the time period described therein, then Tenant shall be in default, and Landlord, after notice of default and expiration of the applicable cure periods set forth in Section 40 hereof, may remove the Solar Farm

at Tenant's cost. This Subsection 42(c) shall not apply in the event that the Landlord and Tenant enter into a new lease or lease extension as referenced in Section 42(a) above.

35. Binding on Successors. The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of the parties hereto.

36. Governing Law. The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State in which the Leased Premises are located.

37. Entire Agreement. All of the representations and obligations of the parties are contained herein, and no modification, waiver, or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.

38. Survey and Testing. Tenant shall have the right during the Initial Term and any extension to inspect, survey, soil test, and make any other investigations necessary or useful to determine if the Leased Premises are suitable for construction and operation of the Solar Farm. If Tenant, within the above-stated time, determines that for any reason the Leased Premises is not suitable, this Agreement, upon written notice given to Landlord, shall become null and void; provided that at Tenant's sole expense the Leased Premises shall be promptly restored to its condition prior to such testing and investigations.

39. Oil, Gas and Mineral Rights. Landlord does not grant, lease, let, or demise hereby, but expressly excepts and reserves herefrom all rights to oil, gas, and other minerals in, on, or under and that might be produced or mined from the Leased Premises; provided however, that no drilling or other activity will be undertaken on the surface of the Leased Premises to recover any oil, gas, or minerals during the Term hereof. This Lease is given and accepted subject to the terms and provisions of any recorded oil, gas, and mineral lease covering the Leased Premises or any part thereof now of record in the office of the County Clerk and Recorder; provided that Tenant is able to obtain a Non-disturbance Agreement in form reasonable to Tenant, executed and acknowledged by Landlord and the holder of any such oil, gas, or other mineral lease within thirty (30) days of execution of this Lease. In the event that Tenant does not obtain such a Non-disturbance Agreement, Tenant may, but is not required to, terminate this Lease upon thirty (30) days written notice to Landlord. Landlord agrees to use commercially reasonable efforts to incorporate into any future oil, gas or other mineral lease or other conveyance covering the above-described lands or any part thereof during the Term of this Lease the following provisions: (a) any such lease or conveyance shall be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Tenant under the terms of this Lease; and (b) within ten (10) days of creation of such lease or conveyance, the oil, gas,

and mineral lessee shall provide to Tenant a Nondisturbance Agreement in form reasonably acceptable to Tenant, and executed and acknowledged by Landlord and the holder of any such interest.

40. Hazardous Waste.

(a) The term Hazardous Materials shall mean any substance, material, waste, gas, or particulate matter that is regulated by any local governmental authority, the state in which the Leased Premises is located, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of state or local law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sections 1251 et seq. (33 U.S.C. Section 1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901 et seq. (42 U.S.C. Section 6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sections 9601 et seq. (42 U.S.C. Section 9601). The term Environmental Laws shall mean all statutes specifically described in the foregoing sentence and all applicable federal, state, and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders, and decrees regulating, relating to, or imposing liability or standards concerning or in connection with Hazardous Materials.

(b) Landlord represents and warrants that, to the best of Landlord's actual knowledge, (i) the Leased Premises have not been used for the use, manufacturing, storage, discharge, release, or disposal of Hazardous Materials, (ii) neither the Leased Premises nor any part thereof is in breach of any Environmental Laws, (iii) there are no underground storage tanks located on or under the Leased Premises, and (iv) the Leased Premises are free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner inaccurate or any such warranty is in any manner breached during the term of this Agreement (collectively, a "Breach"), and if there is any condition which is contrary to the foregoing representations and warranties that gives rise to or results in liability (including, but not limited to, a response action, remedial action, or removal action) under any Environmental Laws or any existing common law theory based on nuisance or strict liability, or causes a significant effect on public health, Landlord shall promptly take any and all remedial and removal action as required by law to clean up the Leased Premises and mitigate exposure to liability arising from such condition, and to keep the Leased Premises free of any lien imposed pursuant to, any Environmental Laws as a result of such condition.

(c) Landlord and Tenant agree as follows:

1. Tenant agrees to indemnify, defend, and hold harmless Landlord, its officers, partners, successors, and assigns from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties, and expenses, including reasonable attorneys' fees and expenses, consultants' fees and expenses, court costs, and all other out-of-pocket expenses, to the extent any such items arise out of the release of any Hazardous Substances on or about the Leased Premises by Tenant or Tenant's employees, contractors, agents, successors, or assigns.

2. Landlord agrees to be responsible for any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties, and expenses, including reasonable attorneys' fees and expenses, consultants' fees and expenses, court costs, and all other out-of-pocket expenses, to the extent any such items (a) arise out of the release of any Hazardous Substances on or about the Leased Premises except by Tenant or Tenant's employees, contractors, agents, successors, or assigns, or (b) arise out of any Breach by Landlord, or (c) arose prior to or during the Term of this Lease and that failed to comply with (i) the Environmental Laws then in effect or (ii) any existing common law theory based on nuisance or strict liability.

3. Landlord agrees to be responsible for any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties, and expenses, including reasonable attorneys' fees and expenses, consultants' fees and expenses, court costs, and all other out-of-pocket expenses, suffered or incurred by Tenant and its grantees as a result of (a) any Breach by Landlord, or (b) any matter or condition of the Leased Premises involving Environmental Laws or Hazardous Materials that was not caused by Tenant or its officers, partners, successors, or assigns and that existed on or arose prior to or during the Term of this Lease and that failed to comply with (i) the Environmental Laws then in effect or (ii) any existing common law theory based on nuisance or strict liability.

4. Landlord represents and warrants to Tenant that Landlord has received no notice that the Leased Premises or any part thereof is, and, to the best of its knowledge and belief, no part of the Leased Premises is located within, an area that has been designated by the Federal Emergency Management Agency, the

Army Corps of Engineers, or any other governmental body as being subject to special hazards, including floodplains.

5. The covenants of this Section shall survive and be enforceable and shall continue in full force and effect for the benefit of Tenant and its subsequent transferees, successors, and assigns and shall survive the Term of this Lease and any renewal periods thereof.

41. Mechanic's Liens. Tenant will not cause any mechanic's or materialman's lien to be placed on the Leased Premises, and Tenant agrees to indemnify, defend, and hold harmless Landlord from any such lien from a party claiming by, through, or under Tenant.

42. Headings. The headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections or subsections.

43. Time of Essence. Time is of the essence for Landlord's and Tenant's obligations under this Agreement.

44. Severability. If any section, subsection, term, or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term, or provision of the Agreement, or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term, or provision of this Agreement shall be valid or enforceable to the fullest extent permitted by law.

45. Further Assurances. Each of the parties agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence, or confirm this Agreement or any other agreement contained herein in the manner contemplated hereby.

46. Dispute Resolution. Before instituting a court action, any dispute between Landlord and Tenant arising under this Agreement shall in the first instance be addressed by informal negotiations between Landlord and Tenant following an exchange of written notice of and response to said dispute and for a period of time not to exceed 45 days unless extended by mutual agreement.

47. Right to Record. Upon full execution, the Tenant may record the Lease or a Memorandum of Lease, setting forth the general terms of the Lease and such other information as Tenant deems necessary. Tenant shall provide the Landlord a copy of the recorded Memorandum of Lease after recordation.

48. Interpretation. Each party to this Agreement and its counsel have reviewed and revised this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be

employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement.

49. Date of Agreement. The parties acknowledge that certain obligations of Landlord and Tenant are to be performed within certain specified periods of time which are determined by reference to the date of execution of this Agreement. The parties therefore agree that wherever the term "date of execution of this Agreement," or words of similar import are used herein, they shall mean the date upon which this Agreement has been duly executed by Landlord or Tenant, whichever is the later to so execute this Agreement. The parties further agree to specify the date on which they execute this Agreement beneath their respective signatures in the space provided and warrant and represent to the other that such a date is in fact the date on which each duly executed this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LANDLORD:

TENANT:

By: Steven O'Dorizio

By: [Signature]

Title: chair

Title: CEO

Date: NOVEMBER 3, 2016

Date: 10/6/16

STATE OF Colorado, COUNTY Adams, to wit:

The foregoing instrument was acknowledged before me in my jurisdiction aforesaid this 3rd day of NOVEMBER, 2016, by STEVEN J. O'DORIZIO, who is chair of county commissioners, a body, for and on behalf of the county commissioners who is, a body.

Notary Public for: Erica Hannah
My Commission Expires: 03-08-2020

ERICA HANNAH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20164009409
MY COMMISSION EXPIRES 03-08-2020

STATE OF Colorado, COUNTY OF Boulder, to wit:

The foregoing instrument was acknowledged before me in my jurisdiction aforesaid this 6 day of October, 2016, by Paul Spencer, who is CEO of Clean Energy Collective, a Colorado Limited Liability Company, for and on behalf of the Clean Energy Collective.

Notary Public for: Clean Energy Collective
My Commission Expires: 6/23/20

Tiffany McLean
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164023956
MY COMMISSION EXPIRES JUNE 23, 2020

APPROVED AS TO FORM
COUNTY ATTORNEY
[Signature]

EXHIBIT A
LEGAL DESCRIPTION OF LEASED
PREMISES

Approximately 15 acres of land within the SWNW, Section 17, Township 3 South, Range 64 West, 6th PM, having a physical street address of 36055 E 48th Ave, Watkins, CO 80137.

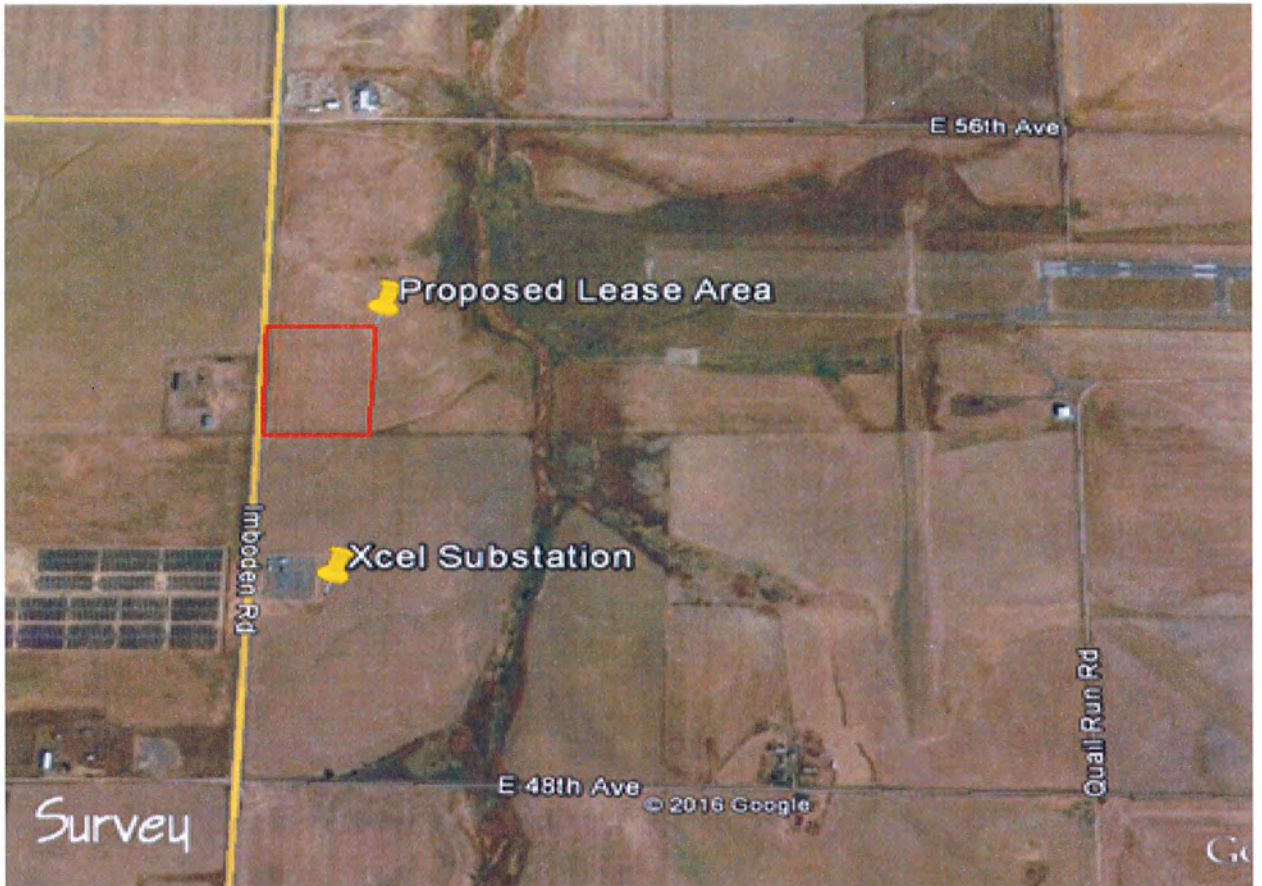


EXHIBIT B

TENANT'S SURVEY OF THE LEASED
PREMISES

To be revised by Tenant based upon the survey referenced in Section 2 of the Agreement.

EXHIBIT C



CERTIFICATE OF LIABILITY INSURANCE

CLEAENE-03 SAWANTSV

DATE (MM/DD/YYYY)
9/1/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|-------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| PRODUCER Willis of North Carolina, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191 | CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): (877) 945-7378 FAX (A/C No.): (888) 467-2378 E-MAIL ADDRESS: certificates@willis.com | |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Clean Energy Collective LLC 361 Centennial Parkway, 3rd Floor Louisville, CO 80027 | INSURER A: Travelers Property Casualty Company of America NAIC # 25674 | |
| | INSURER B: Charter Oak Fire Insurance Company 25615 | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | | 660-5H57190A | 09/01/2016 | 09/01/2017 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | BA-5H57190A | 09/01/2016 | 09/01/2017 | COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$ | | | EX-5H57190A | 09/01/2016 | 09/01/2017 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | UB8D10144A15 | 11/01/2015 | 11/01/2016 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| | |
|-------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CERTIFICATE HOLDER Clean Energy Collective, LLC 361 Centennial Pkwy #300 Louisville, CO 80027 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|-------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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ACORD 25 (2014/01)

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EXHIBIT D
LANDLORD ACKNOWLEDGEMENT OF COLLATERAL ASSIGNMENT OF LEASE

This Landlord Consent to Collateral Assignment of Lease Agreement (this "Consent") is granted and made by _____ ("Landlord") in connection with certain Option Lease dated _____, 20__ (the "Lease") by and between Landlord and _____ as Tenant.

1. Tenant has entered into a Loan Agreement ("Loan Agreement") with _____ ("Lender") for the extension of credit (the "Loan") in regard to a solar electric generating facility referred in said Loan Agreement as the "Solar Facility" and in said Lease and this Consent as the "Solar Garden".
2. Tenant as borrower under the Loan Agreement, has executed a Collateral Assignment in favor of Lender whereby Tenant is giving Lender a pledge, mortgage, and/or collateral assignment of all of its right, title and interest arising under the Lease as tenant of the Leased Premises, and providing Lender such other rights as set forth in such Collateral Assignment.
3. Landlord hereby consents to the Collateral Assignment of the Lease given from Tenant to Lender. Landlord acknowledges that in this connection, Lender shall be entitled to perform any obligation under the Lease in lieu of the performance of such obligation by Tenant, but that Lender shall not be obligated to perform any such obligation.
4. Landlord also acknowledges and agrees that the following statements are true and correct:
 - a. **Landlord is the fee owner of the Leased Premises described in the Lease Agreement, and (1) a true and correct copy of the Lease is attached hereto as Exhibit 1; (2) the Lease is in full force and effect; (3) Landlord has not modified, amended or changed the Lease in any material respect; (4) to the best of Landlord's knowledge, the Lease constitutes the entire agreement between Landlord and Tenant with respect to the Leased Premises; and (5) to the actual knowledge of Landlord, (i) there are no existing defaults by Tenant under the Lease, (ii) all amounts due under the Lease from Tenant to Landlord as of the date of this Consent have been paid; and (iii) there are no leases in effect to which the Tenant's use of the Leased Premises shall be subordinate.**
 - b. **Tenant owns the Solar Garden including without limitation all Site Improvements and Infrastructure (as defined in the Lease) and all related fixtures and personal property. Landlord does not own any personal property that is located on the Premises, and agrees that Landlord shall not pursue any liens or claims whatsoever against said Solar Garden, Site Improvements, Infrastructure, fixtures and personal property.**
 - c. **Except those interests appearing in the records of the county recorder(s) where the Solar Garden is situated, Landlord has not granted any interests in the Leased Premises to any person or entity other than Tenant, and as long as Tenant is not in default of the Lease, Landlord will ensure Tenant's quiet enjoyment of the Leased Premises in accordance with the terms and conditions of the Lease.**

5. Landlord also acknowledges and consents:
- a. **To Tenant's execution of a leasehold mortgage or deed of trust encumbering Tenant's leasehold estate under the Lease and the Solar Farm.**
 - b. **To Lender's access to the Leased Premises as necessary to inspect or protect its Collateral.**
 - c. **To provide upon request of Lender, as a collateral assignee of rights under the Lease, subsequent signed statements indicating whether or not any defaults exist under the Lease, and addressing such other matters concerning the Leased Premises and the Lease as Lender may reasonable request.**
 - d. **To the recording by Tenant or Lender of the Collateral Assignment and this Consent of Landlord thereto.**
6. Landlord acknowledges that all notices to Tenant under the Lease Agreement shall be sent to:

Attn: _____, Authorized Representative
361 Centennial Drive, 3rd Floor
Louisville, CO 80027
Telecopier Number: (800) 646-0323
Telephone Number: (970)692-2592

with a copy in each case to:

[Lender Information]

Signatures on Next Page

UTILITY EASEMENT

This UTILITY EASEMENT (the "Easement Agreement") is made and executed this _____th day of _____, 2017, by and between CEC Solar #1130, LLC, LLC, a Colorado Limited liability company, with a legal address of 361 Centennial Pkwy., Suite 300, Louisville, CO 80027, ("Grantee") and Adams County, having an address of 5200 Front Range Parkway, Watkins, Colorado 80137, (the "Grantor"). Grantor and Grantee may be referred to herein in the singular as a "Party" and collectively as the "Parties." For purposes of this Easement Agreement, the terms "Grantor" and "Grantee" shall include the Party's successors, heirs and assigns.

WHEREAS, Grantor is the owner of record of certain real property located in Adams County, Colorado, more particularly described as Adams County Parcel #0181700000187 (the "Grantor's Property");

WHEREAS, Grantee has entered into a Land Lease Agreement (Solar Farm) dated October 6, 2016 (the "Lease") with Adams County to lease a portion of the property, more particularly described on Exhibit A attached hereto (the "Leased Property") which Grantee intends to improve into one or more community solar arrays (the "Project(s)");

WHEREAS Grantee desires to install a communication line from the exiting public Right of Way (ROW) to the Leased Property via a buried conduit within the area described in Easement Exhibit (the "Utility Easement Area"), attached hereto and incorporated herein by this reference. The Utility Easement Area is more particularly described on Easement Exhibit; and

WHEREAS, Grantor wishes to grant Grantee a utility easement over the Utility Easement Area which is located on the Grantor's Property for purposes and subject to the conditions described herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee a non-exclusive easement of limited duration to enter, re-enter and use any portion of the Utility Easement Area specified in Easement Exhibit located on the Grantor's Property, to exercise the rights of ingress and egress to the Leased Property in connection with the construction, operation and maintenance of solar power generation facilities thereon.
2. Term. The Grant of Easement and all other rights and privileges granted under this Easement Agreement shall commence on the date stated in the first paragraph, above, of this Easement Agreement. The Grant of Easement is subject to the provisions of Grantor's Lease and shall terminate upon the later of the (a) termination of the Grantor's Lease in accordance with its terms or (b) upon completion of the decommissioning of the solar array Project.
3. Covenants Running with the Land/Assignment. The Parties to this Easement Agreement acknowledge and agree that the easement and other rights conferred by this Easement Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the Parties and their respective grantees, heirs, successors and assigns.

4. Utility Easement. Grantor agrees to execute any easement agreement required by the utility for interconnection of the utility lines for the Project in the form required by the utility, if applicable.
5. Further Assurances. Each of the Parties agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to confirm this Easement Agreement.
6. Warranty. This Easement grant is without warranty of title and is subject to all prior liens, encumbrances, easements, restrictions and rights of way affecting the Utility Easement Area.
7. Governing Law. This Easement Agreement shall be governed by the laws of the State of Colorado, without giving effect to its principles of conflicts of law.
8. Modification. This Easement Agreement may be modified only upon written agreement by the Parties.
9. Integration. The foregoing along constitutes the entire agreement between the Parties regarding its subject matter and no additional or different oral representation, promise or agreement shall be binding on any of the Parties hereto with respect to the subject matter stated in this Easement Agreement.
10. No Third-Party Beneficiaries. Except as may be expressly provided herein, there are no intended third-party beneficiaries to this Easement Agreement.
11. Insurance. During the term of the Easement Agreement, Grantee shall pay for and keep in full force and effect the following types of insurance: Commercial general liability insurance with limits of liability no less than \$1,000,000 per occurrence/\$2,000,000 aggregate with sub-limits for automobile liability, product/completed operations and contractual liability of no less than \$1,000,000 and shall provide to Grantor certificates of insurance evidencing such coverage and renewal thereof, within 30 days' prior notice of cancellation of any coverage required hereby.
12. Severability. If any provision or provisions of this Easement Agreement shall be held invalid, illegal, or unenforceable, then the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby and the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling.
13. Assignment. No Party shall assign or transfer this Easement Agreement, or any interest herein, without the prior written consent of the other Party which shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, Grantee is expressly permitted to assign its rights and responsibilities under this Easement Agreement, without obtaining Grantor's consent and in its sole discretion, to any entity owned or controlled by Grantee or under common ownership or control with Grantee or to anyone to whom the Lease is assigned provided: (1) the Grantee provides the Grantor and maintains a current list of the names, addresses and telephone numbers of these entities; and (2) the assignee agrees in writing to abide by all the terms and conditions of this Easement Agreement.

(Signatures on following page)

GRANTEE:

CEC Solar #1130, LLC

By: [Signature]

Its: Authorized Rep.

Date: 4/28/17

STATE OF Colorado)

) ss.

COUNTY OF Boulder)

The Easement Agreement was acknowledged before me this 28th day of April, 2017, by Paul Spencer as CEO of Clean Energy Collective, LLC, a Colorado limited liability company.

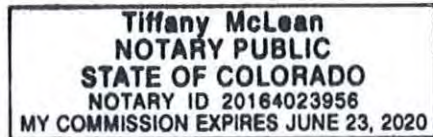
Witness my hand and official seal.

My commission expires: 6/23/20

(S E A L)

[Signature]

Notary Public



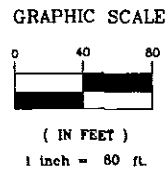
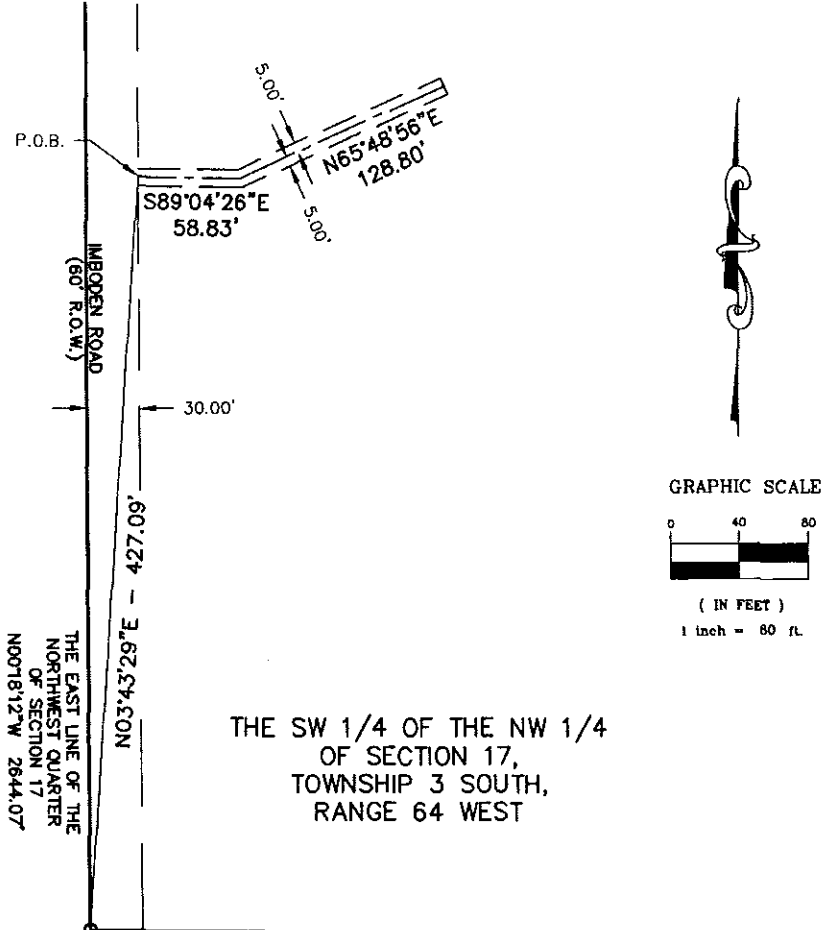
COMMUNICATIONS LINE - EASEMENT EXHIBIT

LEGAL DESCRIPTION:

A 10 foot wide strip of land in the Southwest 1/4 of the Northwest 1/4 of Section 17, Township 3 South, Range 64 West of the Sixth Principal Meridian, County of Adams, State of Colorado; being 5 feet on either side of the center line which is more particularly described as follows:

Commencing at the West 1/4 corner of said Section, being a 3/4 inch aluminum cap in range box stamped "LS 30109"; thence N 03°43'29" E a distance of 427.09' feet to the true point of beginning; thence S 89°04'26" E a distance of 58.83' feet to a point; thence N 65°48'56" E a distance of 128.80' to the point of termination; the side lines of said 10 foot easement to be extended or shortened to terminate at the east line of Imboden Road.

Said easement containing 0.043 acres more or less. All bearings based on the monuments found marking the south line of the Northwest 1/4 of said Section, being N 89°21'42" W.



THE SW 1/4 OF THE NW 1/4
OF SECTION 17,
TOWNSHIP 3 SOUTH,
RANGE 64 WEST

THE W 1/4 CORNER OF SECTION 17,
TOWNSHIP 3 SOUTH, RANGE 64 WEST,
FOUND 3 1/4" ALUMINUM CAP
IN RANGE BOX LS 30109
PER MONUMENT RECORD DATED 11/22/06

BASIS OF BEARINGS
THE SOUTH LINE OF THE
NORTHWEST QUARTER
OF SECTION 17
N89°21'42"W 2658.69'

I, Chad A. Malear, do hereby certify that I am a Registered Land Surveyor licensed under the laws of the State of Colorado, that this Easement Exhibit is true, correct and complete as shown hereon and that such exhibit was made from an accurate survey of said property by me and/or under my supervision

In Witness Whereof, I have set my hand and seal this 24th day of April, A.D., 2017.

Chad A. Malear
Colorado P.L.S. No. 38129



FILE: 17-258ease.dwg
EXPORT: 17-258ease.pdf
DATE: 4-24-17



DRAWN BY: CAM
CHECKED BY: CAM
VERSION: FINAL

NOTES:
1) THE BOUNDARY DIMENSIONS SHOWN HEREON ARE PER THE RECORD PLAT FOR THE SUBJECT PROPERTY.
2) NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT, IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.



PUBLIC HEARING AGENDA ITEM

| |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| DATE OF PUBLIC HEARING: May 23, 2017 |
| SUBJECT: 2017 Lowell Boulevard Improvements Project |
| FROM: : Raymond Gonzales, Interim County Manager; Patti Duncan, Interim Deputy County Manager; Benjamin Dahlman, Finance Director; Kim Roland, Purchasing Manager |
| AGENCY/DEPARTMENT: Transportation Department |
| HEARD AT STUDY SESSION ON: N/A |
| AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO |
| RECOMMENDED ACTION: That the Board of County Commissioners approves Change Order No. Three to the Agreement with Huitt-Zollars, Inc., for the Lowell Boulevard Improvements Project from Clear Creek to 62 nd Avenue |

BACKGROUND:

In 2011, Huitt-Zollars, Inc., was awarded the engineering design services for the Lowell Boulevard Improvements from Clear Creek to 62nd Avenue for \$299,400. On September 9, 2013, the Board of County Commissioners (BOCC) approved Change Order No. One for the right-of-way and easement acquisition services for \$42,420. On September 23, 2014, the BOCC also approved Change Order No. Two for the post design services related to relocating the water quality pond for \$53,740.

Due to project complexities that were brought to light, additional design services are required to complete the Project. A U.S. Army Corps of Engineers 404 Permit is now required due to an uncovered irrigation lateral under Lowell Boulevard and utility potholes needed to uncover any further unidentified or questionable pipelines. The U.S. Army Corps of Engineers 404 Permit and utility potholes were not included in the original scope of work. In addition, the legal documents will need to be revised, updated, and completed prior to right-of-way acquisition. The revisions include new right-of-way plans and preparing temporary construction easements required to construct the proposed Lowell Boulevard improvements.

The Transportation Department evaluated Huitt-Zollar's proposal and determined the fees are fair and reasonable. The recommendation is to extend the Agreement through May 31, 2018, and approve Change Order No. Three to the agreement with Huitt-Zollars, Inc., in the not to

exceed amount of \$95,359.25. The total amount of the agreement with Huitt-Zollars, Inc., is now \$490,919.25

| | |
|--------------------------|----------------------------|
| Original Contract amount | \$ 299,400.00 |
| Change Order No. One | \$ 42,420.00 |
| Change Order No. Two | \$ 53,740.00 |
| Change Order No. Three | \$ 95,359.25 |
| Contract Amount | <u>\$490,919.25</u> |

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Transportation Department

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

| |
|--------------------------|
| Fund: 13 |
| Cost Center: 3056 |

| | Object Account | Subledger | Amount |
|----------------------------------------------------|-----------------------|------------------|------------------------------------|
| Current Budgeted Revenue: | | | |
| Additional Revenue not included in Current Budget: | | | |
| Total Revenues: | | | <u><u> </u></u> |

| | Object Account | Subledger | Amount |
|-------------------------------------------------------------|-----------------------|------------------|------------------------|
| Current Budgeted Operating Expenditure: | 7685 | 30561503 | \$96,000 |
| Add'l Operating Expenditure not included in Current Budget: | | | |
| Current Budgeted Capital Expenditure: | | | |
| Add'l Capital Expenditure not included in Current Budget: | | | |
| Total Expenditures: | | | <u><u>\$96,000</u></u> |

Crack Seal - \$100,000
Pavement Seal - \$800,000

New FTEs requested: **YES** **NO**

Future Amendment Needed: **YES** **NO**

Additional Note:

RESOLUTION APPROVING CHANGE ORDER THREE TO THE AGREEMENT BETWEEN
ADAMS COUNTY AND HUITT-ZOLLARS, INC., FOR THE LOWELL BOULEVARD
IMPROVEMENTS PROJECT FOR THE TRANSPORTATION DEPARTMENT

WHEREAS, on October 31, 2011, Adams County and Huitt-Zollars, Inc., entered into an agreement in the amount of \$299,400 to provide engineering design services for the Lowell Boulevard Improvements Project for the Transportation Department; and,

WHEREAS, on September 16, 2013, the Agreement was amended to include additional right-of-way acquisition services in the amount of \$42,420; and,

WHEREAS, on October 7, 2014, the agreement was extended through August 31, 2016, to allow Huitt-Zollars, Inc., time to complete the additional design and post design services in the amount of \$53,740; and,

WHEREAS, Adams County and Huitt-Zollars, Inc., desire to extend the agreement through May 31, 2018, to provide additional post design services per the U.S. Army Corps of Engineers 404 Permit, roadway widening, sidewalk, curb and gutter, storm sewer infrastructure, and retaining wall construction documents for the Transportation Department in the additional amount of \$95,359.25.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Change Order No. Three to the agreement between Adams County and Huitt-Zollars, Inc., a copy of which is attached hereto, be approved.

BE IT FURTHER RESOLVED, that the Chairman is authorized to execute Change Order No. Three on behalf of Adams County.



PUBLIC HEARING AGENDA ITEM

| |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| DATE OF PUBLIC HEARING: May 23, 2017 |
| SUBJECT: 2017 Street Paving Project |
| FROM: : Raymond Gonzales, Interim County Manager; Patti Duncan, Interim Deputy County Manager; Benjamin Dahlman, Finance Director; Kim Roland, Purchasing Manager |
| AGENCY/DEPARTMENT: Transportation Department |
| HEARD AT STUDY SESSION ON |
| AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO |
| RECOMMENDED ACTION: That the Board of County Commissioners approves a bid award to Martin Marietta Materials for the 2017 Street Paving Project |

BACKGROUND:

The 2017 Street Paving Project is a significant street maintenance program with approximately 35 lane miles in three different areas of unincorporated Adams County, as well as taxiways at the Front Range Airport. These areas have been identified as priorities for rehabilitation in the County’s Transportation Asset Management Program System (TAMS).

The Invitation for Bid was solicited through the Rocky Mountain Purchasing System and advertised in the Daily Journal. Bids were opened on March 29, 2017, and three bids were submitted. After verifying the unit prices for each company, the Transportation Department confirmed that Martin Marietta Materials is the lowest, responsive, and responsible bidder.

| COMPANY | TOTAL BID AMOUNT |
|---------------------------------------------|-----------------------|
| Martin Marietta Materials - Westminster, CO | \$6,808,898.30 |
| Brannan Sand and Gravel - Denver, CO | \$7,591,142.75 |
| Asphalt Specialties - Henderson, CO | \$8,665,774.50 |

The approved 2017 budget for the Street Paving Project and the Front Range Airport improvements is \$7,230,000. Due to previous encumbrances including an Intergovernmental Agreement (IGA) with the Colorado Department of Transportation (CDOT) to resurface portions of County Road 2, the available budget for the Street Paving Project is \$6,275,000 and \$230,000 for the Front Range Airport taxiways.

| | |
|------------------------------------------|-------------|
| Street Paving Project – available budget | \$6,275,000 |
| Front Range Airport – budget | \$ 230,000 |

The low bid submitted by Martin Marietta Materials exceeds the available budget. The Transportation Department revised the project scope by reducing the lane miles by 8,000 feet and adjusted the quantities listed in the bid schedule. The Invitation for Bid allows the County to reduce quantities as follows:

“This Project has funding limits. If the low bid exceeds the budget allocated, the County will adjust the quantities listed in the Bid Schedules to meet the budget and ensure critical areas are completed in this project. No bid unit price adjustment will be allowed after the bid opening even if quantities are reduced.”

The amounts listed below reflect the adjusted bid amounts for all three companies. Martin Marietta Materials remains the lowest, responsive and responsible bidder.

| COMPANY | TOTAL BID AMOUNT |
|---------------------------------------------|-----------------------|
| Martin Marietta Materials - Westminster, CO | \$6,256,260.24 |
| Brannan Sand and Gravel - Denver, CO | \$6,986,818.90 |
| Asphalt Specialties - Henderson, CO | \$7,963,058.00 |

The Transportation Department recommends awarding the 2017 Street Paving Project to Martin Marietta Materials in the amount of \$6,256,260.24.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Transportation Department

ATTACHED DOCUMENTS:

Resolution

Maps

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund: 13 and 43

Cost Center: see below

| | Object Account | Subledger | Amount |
|----------------------------------------------------|-----------------------|------------------|---------------|
| Current Budgeted Revenue: | | | |
| Additional Revenue not included in Current Budget: | | | |
| Total Revenues: | | | <hr/> <hr/> |

| | Object Account | Subledger | Amount |
|-------------------------------------------------------------|-----------------------|------------------|---------------|
| Current Budgeted Operating Expenditure: | | | \$6,505,000 |
| Add'l Operating Expenditure not included in Current Budget: | | | |
| Current Budgeted Capital Expenditure: | | | |
| Add'l Capital Expenditure not included in Current Budget: | | | |
| Total Expenditures: | | | <hr/> <hr/> |

New Bid Costs:

2017 St. Paving Project – 3055.7820 - \$6,033,973.81

Front Range Airport – 4304.7822 - \$222,286.43

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

**RESOLUTION ACCEPTING A BID FROM AND AWARDING AN AGREEMENT TO
MARTIN MARIETTA MATERIALS FOR THE 2017 STREET PAVING PROJECT FOR
THE TRANSPORTATION DEPARTMENT**

WHEREAS, Martin Marietta Materials submitted a bid for the 2017 Street Paving Project for the Transportation Department; and,

WHEREAS, Martin Marietta Materials is the lowest responsive and responsible bidder; and,

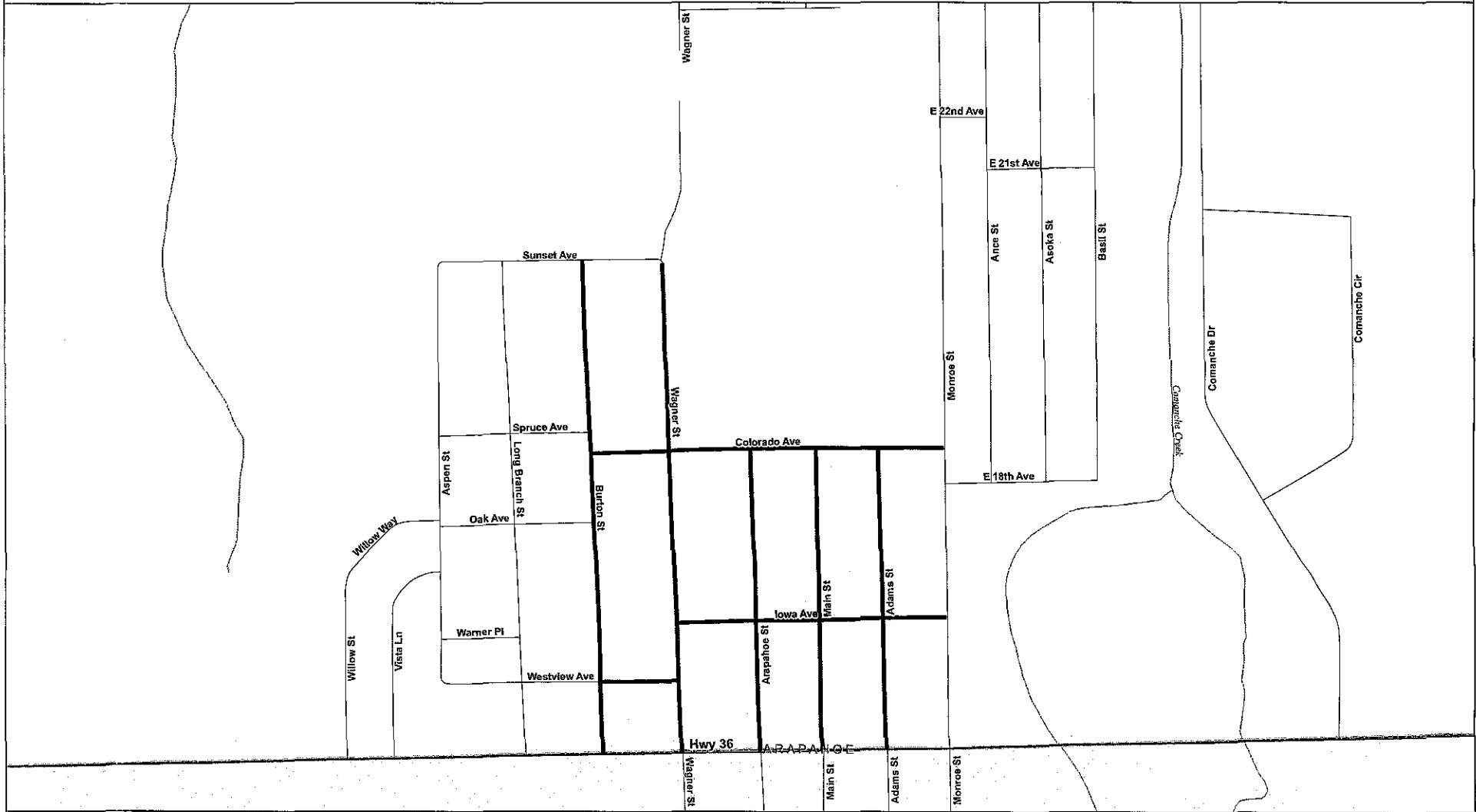
WHEREAS, Martin Marietta Materials agrees to provide the services set forth in the bid materials, in an amount not to exceed \$6,256,260.24.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the award be made to Martin Marietta Materials, under the terms and conditions listed in the bid materials.

BE IT FURTHER RESOLVED that the Chair is hereby authorized to sign an agreement with Martin Marietta Materials for said work, after negotiation and approval as to form is completed by the County Attorney's Office.




2017 STREET PAVING PROJECT - AREA 1



Disclaimer:
 Although every reasonable effort has been made to ensure the accuracy of the information provided on this map, Adams County cannot be responsible for consequences resulting from omissions or errors in the information and graphic representations made herein. Users should consult with the Adams County Business Solutions Group to ascertain whether any modifications have been made since the publication of this material.

Adams County Business Solutions Group
 4430 South Adams County Parkway, 1st Floor
 Brighton, CO 80601 Tel: 720.523.6800
www.adcogov.org/gis
 Map Prepared: 2/24/2017

Strasburg

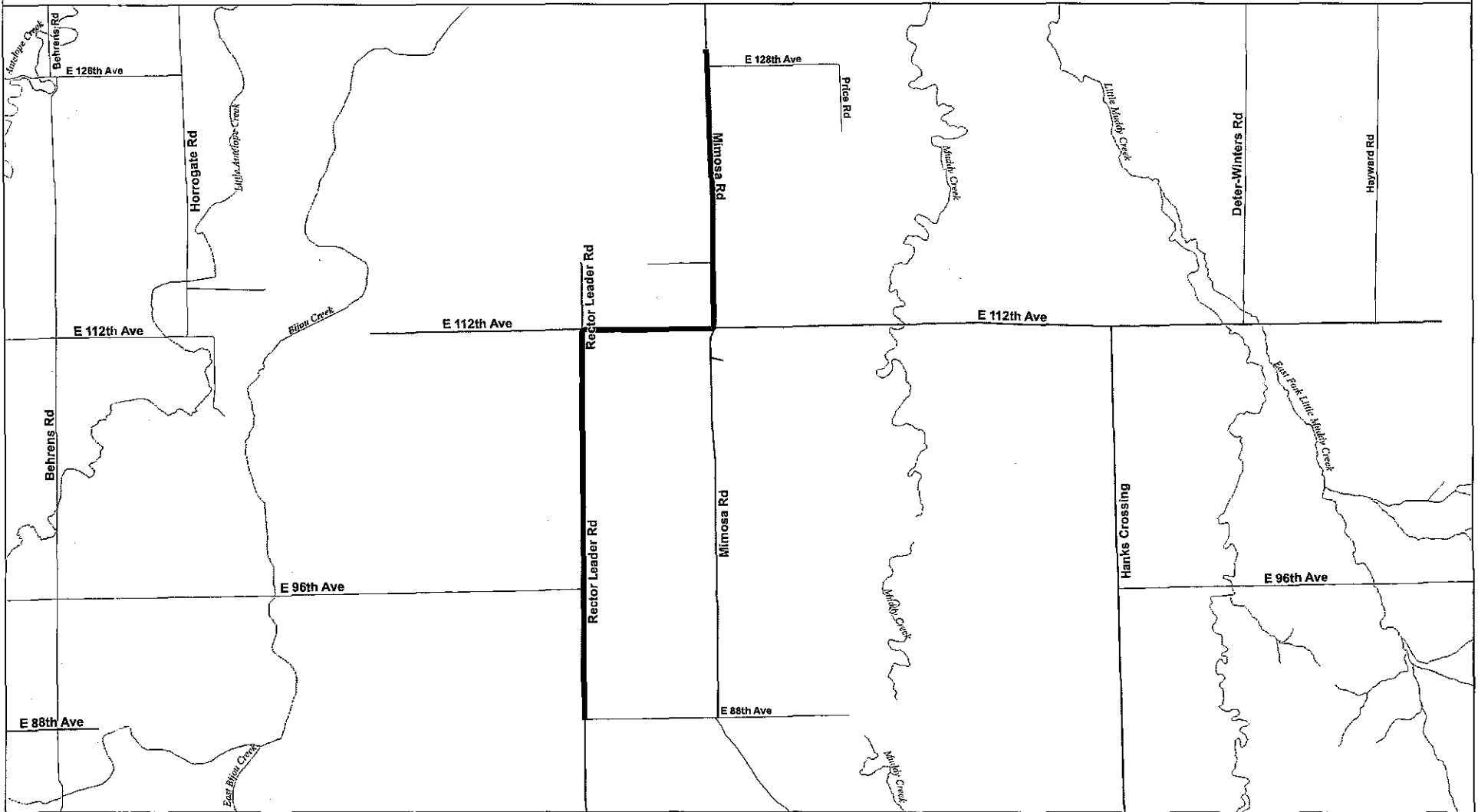
 Work Locations

0 0.075 0.15 Miles





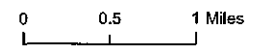
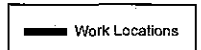
2017 STREET PAVING PROJECT - AREA 2



Disclaimer:
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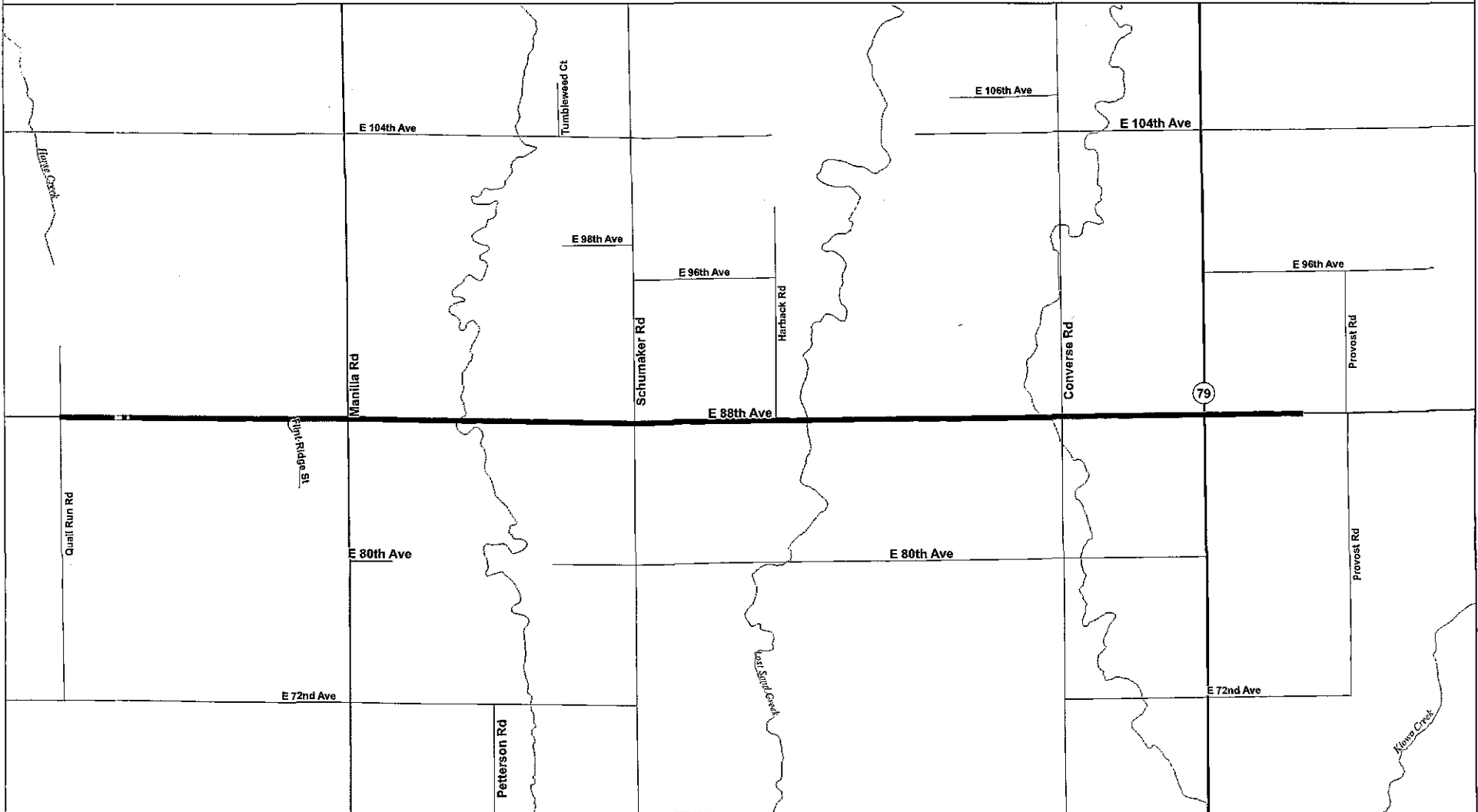
Adams County Business Solutions Group
 4430 South Adams County Parkway, 1st Floor
 Brighton, CO 80601 Tel: 720.523.6800
www.adcogov.org/gis
 Map Prepared: 2/24/2017

**Rector Leader Rd, E 112th Ave,
 and Mimosa Rd**





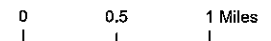
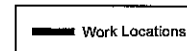
2017 STREET PAVING PROJECT - AREA 3



Disclaimer:
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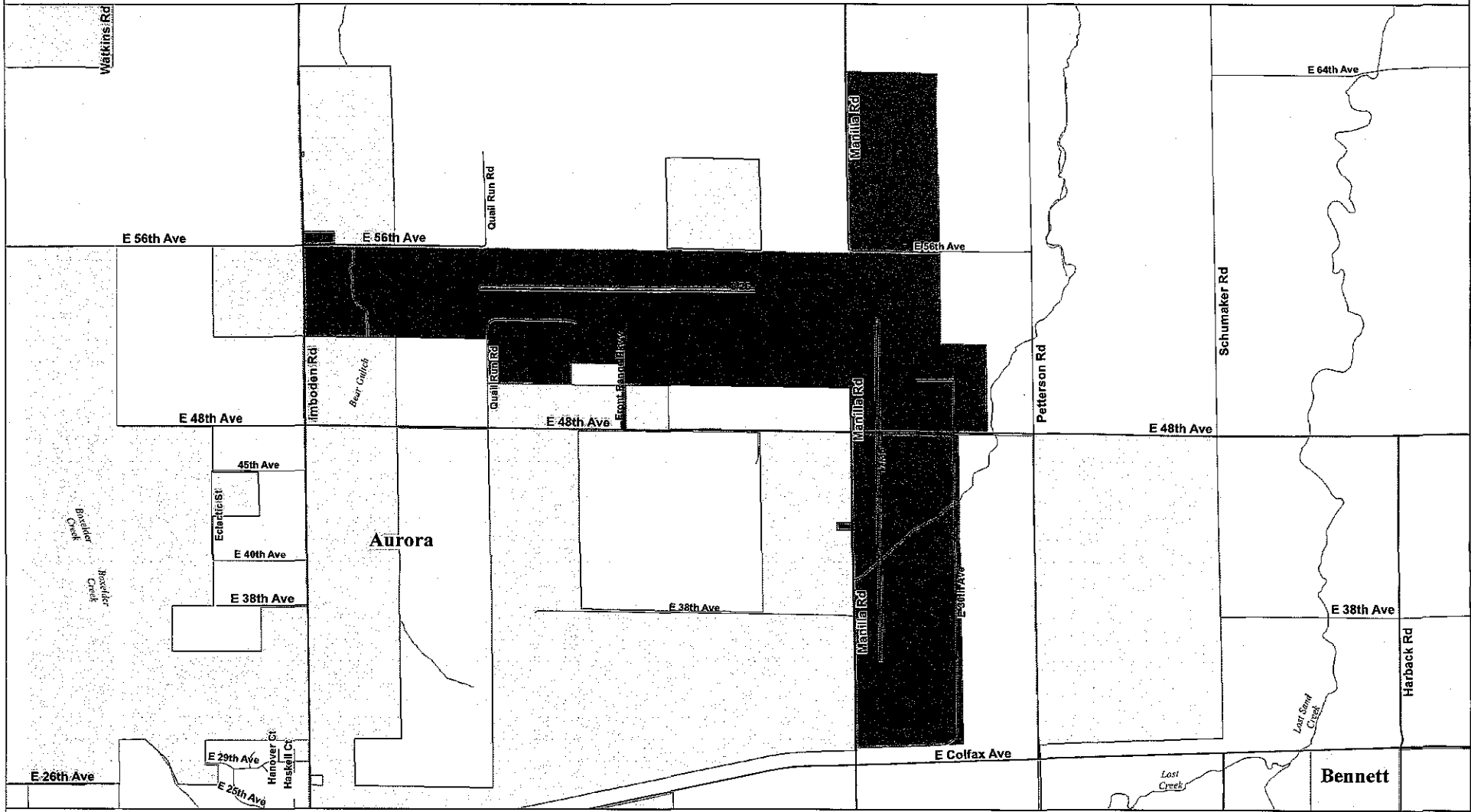
Adams County Business Solutions Group
 4430 South Adams County Parkway, 1st Floor
 Brighton, CO 80601 Tel: 720.523.8800
www.adco.gov/gis
 Map Prepared: 2/24/2017

E 88th Ave
Quail Run Rd to Provost Rd





2017 STREET PAVING PROJECT - AREA 4

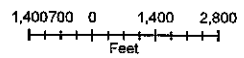


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 Brighton, CO 80601 Tel: 720.523.6800
www.adcogov.org/gis

Front Range Airport

Legend
 Front Range Airport





**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT**

**CASE NO.: EXG2009-00002
CASE NAME: ASPHALT SPECIALTIES**

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- 2.2 CDPHE Compliance report
- 2.3 Email from CDPHE stating rebar is not inert
- 2.4 Section 4-10-02-03 Extraction and Disposal Regulations
- 2.5 August 27, 2010 letter from CDPHE
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 - 2.6 (a) Weather Station Location
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 - 2.7 (b) notice to public
- 2.8 Certificate of Posting
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**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT
STAFF REPORT**

Board of County Commissioners

May 23, 2017

| | |
|----------------------------|--------------------------------|
| CASE NUMBER: EXG2009-00002 | CASE NAME: Asphalt Specialties |
|----------------------------|--------------------------------|

| | |
|----------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| Owner's Name: | Asphalt Specialties Co Inc. |
| Permittee's Name: | Asphalt Specialties Co Inc. |
| Permittee's Address: | 10100 Dallas Street, Henderson, CO 80640 |
| Location of Request: | 12021 Brighton Road |
| Nature of Request: | Suspension or revocation of a certificate of designation granted to Asphalt Specialties through Case # EXG2009-00002 for inert filling |
| Zone District: | Agricultural-3 (A-3) & Agricultural-2 (A-2) |
| Site Size: | 75 acres |
| Existing Use: | Fill site (inert landfill) |
| Hearing Date(s): | BoCC: May 23, 2017 / 9:30 a.m. |
| Report Date: | May 4, 2017 |
| Case Manager: | Christopher C. LaRue |
| Recommendation: | No further actions regarding the Certificate of Designation as the violations have been resolved. |

BoCC Update

The Board of County Commissioners (BOCC) considered this case on March 14, 2017, and continued it to the April 4, 2017, public hearing meeting. The continuance was to afford staff and the permittee adequate time to discuss remedies towards resolving outstanding violations on the property and make recommendations to the BOCC. On April 4, 2017, Staff and the permittee requested another continuance to the BoCC meeting on April 18. This continuance was to allow a final resolution to the outstanding violations. On April 18, 2017, the Board of County Commissioners continued the case to their meeting on May 23, 2017. The continuance was to allow staff to publish on the County's website a corrective action plan (See Exhibit 2.10) submitted by the applicant detailing how operations on the property shall strictly conform to all requirements of the CD. The BoCC also directed staff to send notices to surrounding property

owners to inform them of the corrective action plan. The action plan was posted on the County's website on April 28, 2017, and a notice informing surrounding property owners was also mailed on the same date. Overall, 68, surrounding property owners were notified. As of the writing of this report, staff has received no comments on the corrective action plan. Currently, the permittee has also corrected all violations on the property. Overall five identified violations on the property have been resolved. These violations alleged by staff, and the current status of each violation, are discussed below:

Condition of CD: (3) All conditions set forth by the Colorado Department of Public Health and Environment (Solid Waste and Material Management Unit) as stated in their letter August 27, 2010 (see exhibits 2.1 & 2.5) shall be considered as conditions in this case.

Violation: The Colorado Department of Health (CDPHE) issued a citation to the property owners on February 15, 2017. This violation pertains to the facility accepting non-inert material (including rebar and other materials). In addition, CDPHE also cited the permittee for not monitoring wind speeds to determine whether or not operations should be ceased during periods of high winds.

***Status - Complete:** On March 28, 2017, the CDPHE issued a no further action letter to the property owner confirming all violations pertaining to accepting non-inert materials and not installing wind speed monitoring equipment have been resolved.*

Condition of CD: (9) The facility shall cease operations during periods of high winds. High winds shall be defined as when wind speeds exceed 35 mph or a sustained 25mph.

Violation: Staff found no wind monitoring devices to gauge the speed of wind during an inspection on February 8, 2017. In addition, the operation staff on the site were unaware of the condition requiring them to close the site when the wind gust exceeds 35 mph. County staff has records of wind gusts exceeding 40 mph on the day of the inspection, during which the site was operating in violation.

***Status - Complete:** Staff inspected the property on March 28, 2017, and found that wind monitoring equipment have been installed on the property.*

Condition of CD: (11) All applicable operational standards found within the Solid and Hazardous Waste Disposal section of the Adams County Development Standards shall be followed.

Violation: Per Section 4-10-02-03-02 of the County's Development Standards and Regulations, Solid and Hazardous Waste Disposal Requirements, outdoor storage and activities are required to be screened with a solid screen fence. In addition, the outdoor storage areas are to maintain attractive visual screening from any public right-of-way from which the facility is visible. Currently, there is no screen fencing on the property or screening materials providing attractive visual screening any adjacent right-of-ways from which the property is visible. There is an

existing chain link fence around the property that is in disrepair. The property is visible from East 120th Avenue.

Status- Complete: *Staff inspected the property on April 17, 2017, and found that a seeded berm had been installed on the property frontage along Brighton Road. On April 18, 2017 the applicant provided confirmation and pictures demonstrating all items stored on the property not related to the CD operations had been removed.*

Condition of CD: (14) Authorized personnel trained to recognize non-inert material shall be present on site while filling is taking place and shall inspect and screen each load of material brought to the fill site. Trash, organic material, and other waste material not meeting the definition of inert material shall be removed from each load at the screening location. A visual inspection and screening shall be made where loads are offloaded and materials not meeting the definition of inert material shall be removed. All materials removed from the waste stream shall be disposed of at an approved waste disposal facility at regular intervals and records of the transportation disposal shall be kept.

Per Section 11-02-270 of the County's Development Standards and Regulations, inert materials are defined as: "As defined in C.R.S. Section 25-15-101 (14) which includes non-water soluble and non-putrescible solids together with such minor amounts and types of other materials as will not significantly affect the inert nature of such solids, as determined by Adams County. The term includes, but is not limited to, earth, sand, gravel, rock, concrete (which has been in a hardened state for at least sixty (60) days, masonry, asphalt paving fragments which are not located in the water table, and other inert solids including those the Colorado Department of Health may identify by regulation. Street sweepings from street cleaning machines are not considered inert material and are instead considered solid waste."

Based on the definition for inert fill, the types of materials allowed on the property as fill include the following:

- Earth (dirt, soil)
- Sand
- Gravel
- Rock
- Concrete (hardened for at least 60 days) and concrete pieces
- Asphalt paving fragments (only above the water table)
- Top soil
- Masonry

Violation: During the site inspection on February 15, 2017, staff identified several trucks hauling materials onto the property without any inspections. The County staff also identified several non-inert materials dumped on the property as fill (see Exhibits 2.1 & 2.2).

Status – Complete: *The permittee has submitted a corrective action plan to address this violation of the certificate of designation. Staff has reviewed and approved the corrective action plan.*

Condition of CD: (16) All materials must be inert, as defined in the Adams County Development Standards and Regulations including: non-water soluble and non-putrescible solids together with such minor amounts and types of other materials as will not significantly affect the inert nature of such solids, as determined by Adams County. The term includes, but is not limited to, earth, sand, gravel, rock, concrete (which has been in a hardened state for at least sixty (60) days), masonry, asphalt paving fragments which are not located in the water table, and other inert solids including those the Colorado Department of Health may identify by regulation. Street sweepings from street cleaning machines are not considered inert material and are instead considered solid waste.

Violations: During the site visit on February 15, 2017, staff found non-inert materials on the property used as fill (See exhibit 2.2).

Status – Complete: *On March 28 and April 17, 2017, staff inspected the property and found no visible rebar or non-inert material being used as fill on the property.*

Remedies:

To remedy the violations, the applicant has implemented the following actions on the property:

1. By June 6, 2017, the Permittee shall repair or replace the perimeter fence surrounding the property in accordance with the County's regulations or, alternatively, construct a seeded earthen berm to screen the property from view. If the fence remains on the property, Permittee shall repair and maintain it.
2. By June 6, 2017, the Permittee shall remove all outdoor storage materials not directly associated with the certificate of designation.
3. Permittee shall submit and have approved a corrective action plan for the operation to address the noted operational violations of the certificate of designation. The plan shall include but is not limited to, dust mitigation, air quality testing, training of staff members on site, hours of operation, and safeguards such as visual inspection of materials and on-site monitoring to prevent non-inert materials from being placed in the landfill.
4. A hearing on the reinstatement of the permit will be held on June 6, 2017. Reinstatement of the certificate of designation will be subject to approval by the BOCC in a public hearing.
5. If the permittee provides evidence of full compliance with all conditions of the suspension of the certificate of designation, the permittee may request a reinstatement hearing earlier than the 60 days (June 6, 2017) noted in the conditions. The reinstatement hearing will be subject to all applicable notice requirements.
6. All operations shall cease, except those required to correct the violations on the property

SUMMARY OF PREVIOUS APPLICATIONS

On October 16, 2000, the Board of County Commissioners approved a Conditional Use Permit to allow sand and gravel mining, a concrete plant, concrete recycling, equipment storage, and a maintenance facility on the property. On February 10, 2003, the Board of County Commissioners approved a second request to expand the mining area of the conditional use permit. The mining operations on the property have been completed.

On December 6, 2010, the Board of County Commissioners approved a certificate of designation (CD) to allow approximately 500,000 cubic yards of inert fill material on the property. As part of the approval of the CD, nineteen conditions of approval were imposed on the property to operate as an inert landfill. The CD will expire on December 6, 2017.

On May 4, 2016, the County issued a zoning notice of violation to the property owner for operating a recycling facility on the property without a permit, not utilizing screen fencing for outdoor storage, and use of outdoor storage on the property, and on June 14, 2016, the County filed a Complaint in County Court based on the violations. On June 20, 2016, staff reviewed a conceptual review application and met with the permittee to discuss using the site for recycling activities. On July 11, 2016, the property owner signed a settlement agreement for the County Court case agreeing to be in compliance with requirements for having a recycling permit and screen fencing by December 16, 2016. On December 13, 2016, the County extended the settlement agreement deadline to February 28, 2017.

On February 9, 2017, the Planning Commission continued action for a request from the property owner to allow a Conditional Use Permit for asphalt and concrete products recycling facility on the property. The continuance was to allow the permittee to take corrective action due to existing violations on the certificate of designation approved on the property. The case is scheduled to be considered by the Planning Commission on April 13, 2017.

BACKGROUND

The subject request initially considered on March 14, 2017 is to revoke the Certification of Designation on the property due to multiple violations of the conditions of approval associated with the permit. Per Section 1-02-01-02-09 of the County's Development Standards and Regulations, the Board of County Commissioners may revoke or suspend a permit if a permit holder or operator conducting a use fails to abide by the terms, requirements or conditions of the permit. If the Board of County Commissioners deems a suspension to be appropriate, it may allow the permit holder or operator to perform necessary changes or correct conditions in order to meet the performance standards of the Development Standards and Regulations, or the purpose and intent of the Development Standards and Regulations.

On February 8, 2017, the County inspected the subject property to ensure compliance with the certificate of designation allowed on the property. During this inspection, the County identified several violations to the certificate of designation. Specifically, operations of the property were in violation of five of the conditions of approval. These conditions and their violations are

discussed above on the “BOCC update” section of this report. As of writing this report, all the violations have been resolved.

In addition to the discussed violations of the conditions of approval associated with the CD, there is a pending violation for operating a recycling facility without a permit on the property. The Planning Commission hearing to consider the recycling facility will occur on May 11, 2017. The recycling materials are also stored outdoors without adequate screen fencing. Per Section 4-06-01-02-01-06 of the County’s Development Standards and Regulations, screen fencing to conceal outside storage from all adjacent rights-of-way is required for all outdoor storage operations. In addition, there are stored truck trailers, roadways signs and other storage equipment on the property that were not permitted with the CD. Per Section 3-07-01, specific industrial uses are not permitted within the A-3 zone district without an approved Conditional Use Permit.

Site Characteristics:

The subject site is 75 acres and located northwest of 120th Avenue and Brighton Road. The site was previously used for gravel mining operations and approximately half of the property has been covered with inert fill materials such as earth, rock, concrete, asphalt, top soils, and masonry. The northern half of the property was the area previously mined. This area currently serves as a lake. This lake is being filled with inert material. Filling of the lake was approved through a certificate of designation. Overall, the topography of the site is similar in height with surrounding properties.

Future Land Use Designation:

The Adams County Comprehensive Plan designates this site as Estate Residential and Agriculture. Per Chapter 5 of the County’s Comprehensive Plan, Estate Residential areas are designated for single family housing at lower densities, typically no greater than 1 unit per acre, and with compatible uses such as schools and parks. Agriculture areas are to be used for food production and other farming uses and are not expected to develop in the future. The subject operation is currently inconsistent with the future land use designations. In addition, due to the violations on the property, continual use of the property impedes future development of the site to be consistent with the future land use designation.

Surrounding Zoning Designations and Existing Use Activity:

| | | |
|---------------------------------------------------|-------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| Northwest A-3 Regional Park Property | North A-3 Regional Park property | Northeast A-3 Residential |
| West A-3 Regional Park Property | Subject Property A-3/A-2 Inert Land fill & recycling | East RE, A-1, C-5 Residential/ limited commercial |
| Southwest A-3 | South A-3, C-2, I-2 | Southeast A-3,C-5, RE |

| | | |
|--------|---------------------------------------------------|------------|
| Vacant | Water District infrastructure & Service Garage | Commercial |
|--------|---------------------------------------------------|------------|

Compatibility with the Surrounding Land Uses:

The adjoining property to the west and north of the site is zoned Agricultural-3 (A-3). This property is owned by Adams County and is part of the Regional Park. The property east and northeast of the subject property consists of mixed uses and zoned as A-1, RE, A-3, C-2, and C-5. These properties are developed with residential homes and some commercial uses. The properties to the south of the site are zoned C-2, A-3, and I-2. These lands are developed with an auto repair shop, water district facilities, and vacant ground.

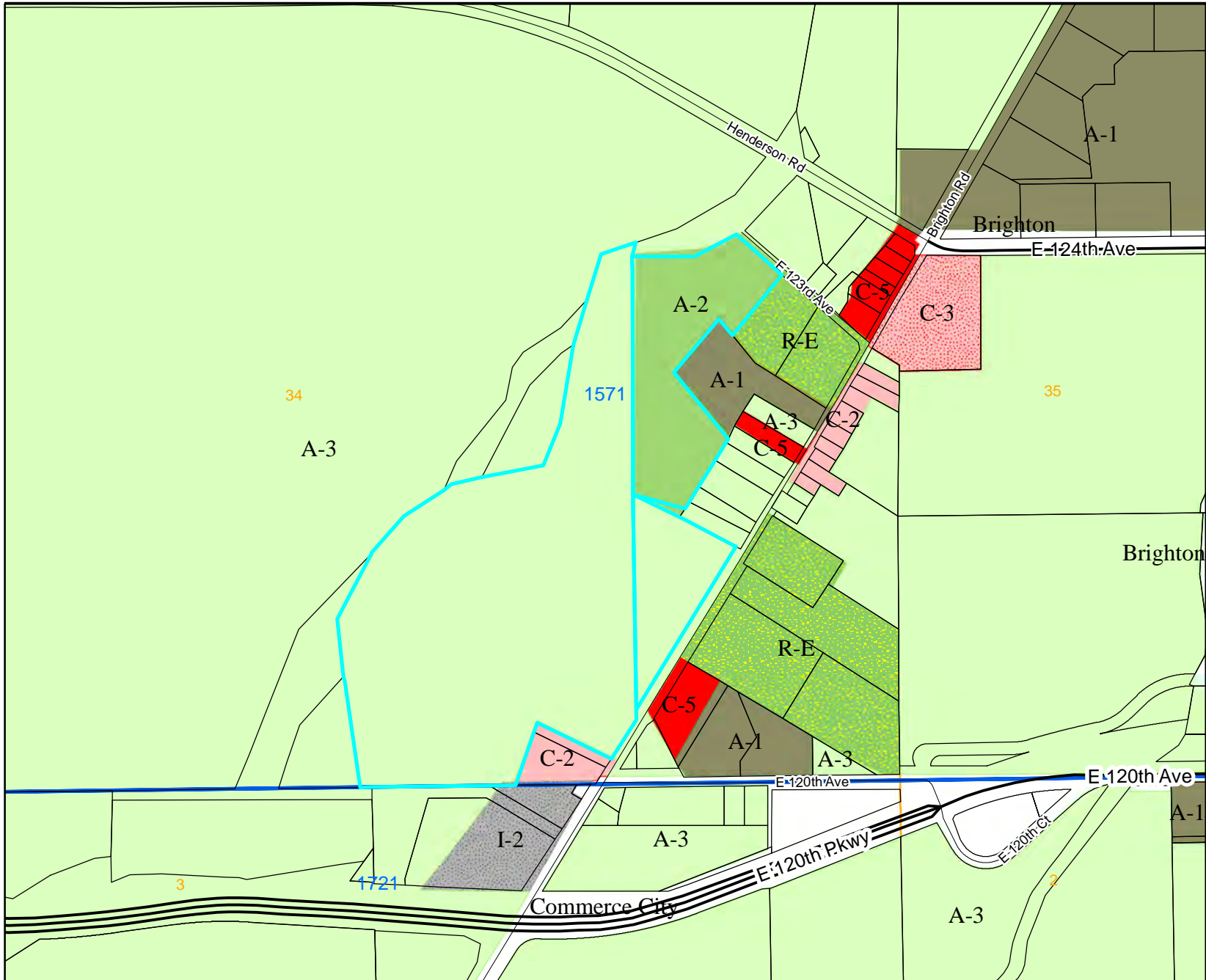
The intent of the conditions of approval associated with the CD was to mitigate effects of the CD on surrounding properties. However, due to non-compliance with the conditions of approval, the use has become incompatible with the surrounding properties.

Staff Recommendations:

































Based upon the resolved violations having complied with the recommended remedies, the criteria for certificates of designation, and a recent site inspection, staff recommends no further action regarding the previously approved CD based upon the following:

Recommended Findings-of-Fact

1. The facility is being operated as an acceptable use in the applicable zone district.
2. The operations pursuant to the certificate of designation are consistent with the purposes of these standards and regulations and does meet the intent of the Adams County Comprehensive Plan.
3. The operations pursuant to the certificate of designation are in compliance with the requirements of these standards and regulations including, but not limited to, all applicable performance standards.
4. The operations under this certificate of designation are 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 and the County.
5. The permittee has addressed all off-site impacts.
6. The permittee has documented its ability to comply with the operating procedures as provided by the Colorado Department of Public Health and the Environment and the County.
7. The facility is in compliance with all applicable laws and regulations relating to air pollution and water pollution. When standards do not exist for regulating emissions from a particular type of facility, the County considers whether the facility may impact health and welfare of the community based upon specific facility design and operating procedures.



LEGEND

-  Special Zoning Conditions
-  Section Numbers
-  Railroad
-  Major Water
-  Zoning Line
-  Sections
- Zoning Districts**
-  A-1
-  A-2
-  A-3
-  R-E
-  R-1-A
-  R-1-C
-  R-2
-  R-3
-  R-4
-  M-H
-  C-0
-  C-1
-  C-2
-  C-3
-  C-4
-  C-5
-  I-1
-  I-2
-  I-3
-  CO
-  PL
-  AV
-  DIA
-  P-U-D
-  P-U-D(P)
-  Airport Noise Overlay

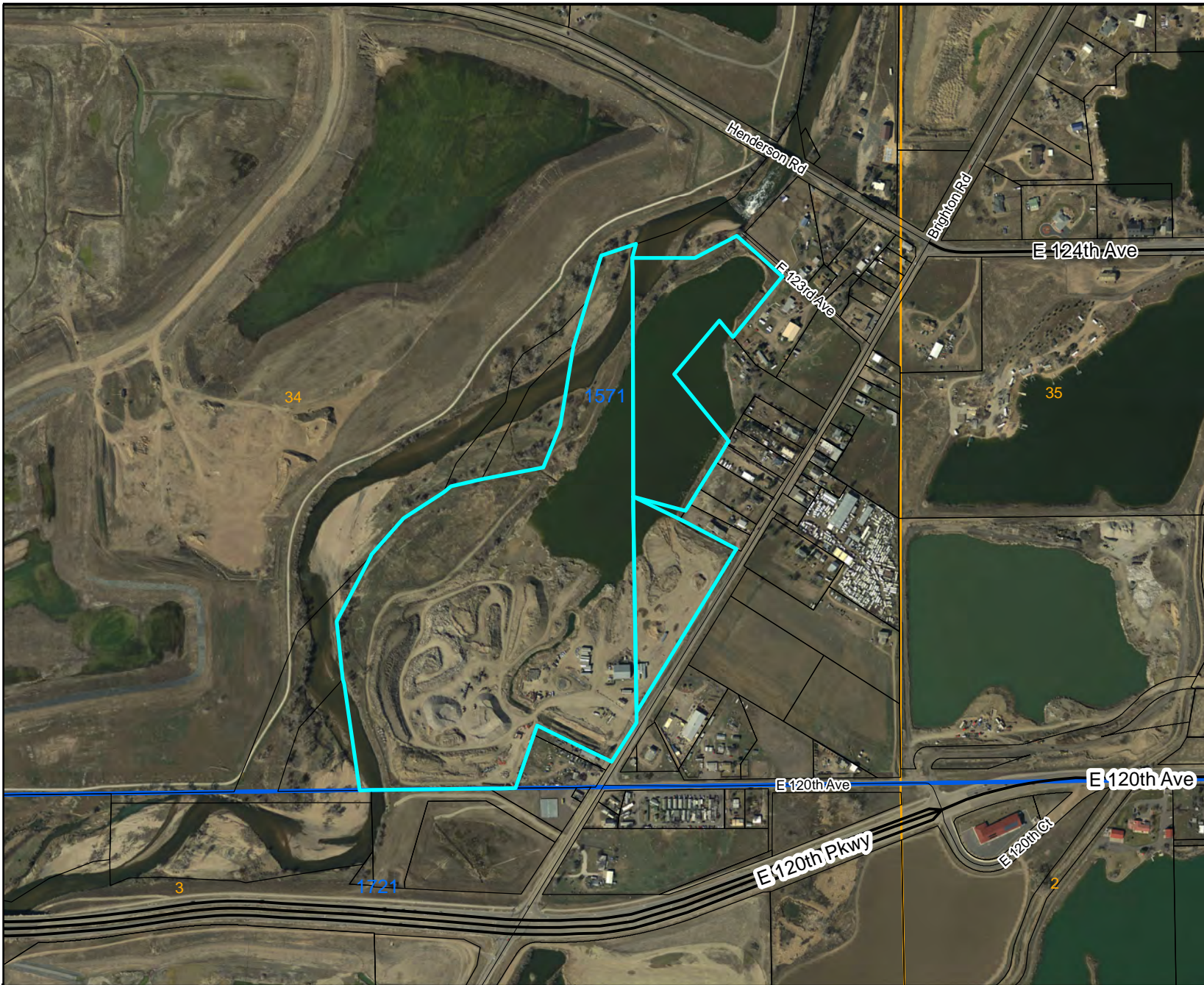
Asphalt Specialties
EXG2009-00002



For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



LEGEND

- Special Zoning Conditions
- Section Numbers
- Railroad
- Major Water
- Zoning Line
- Sections
- Zoning Districts**
- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)
- Airport Noise Overlay

Asphalt Specialties

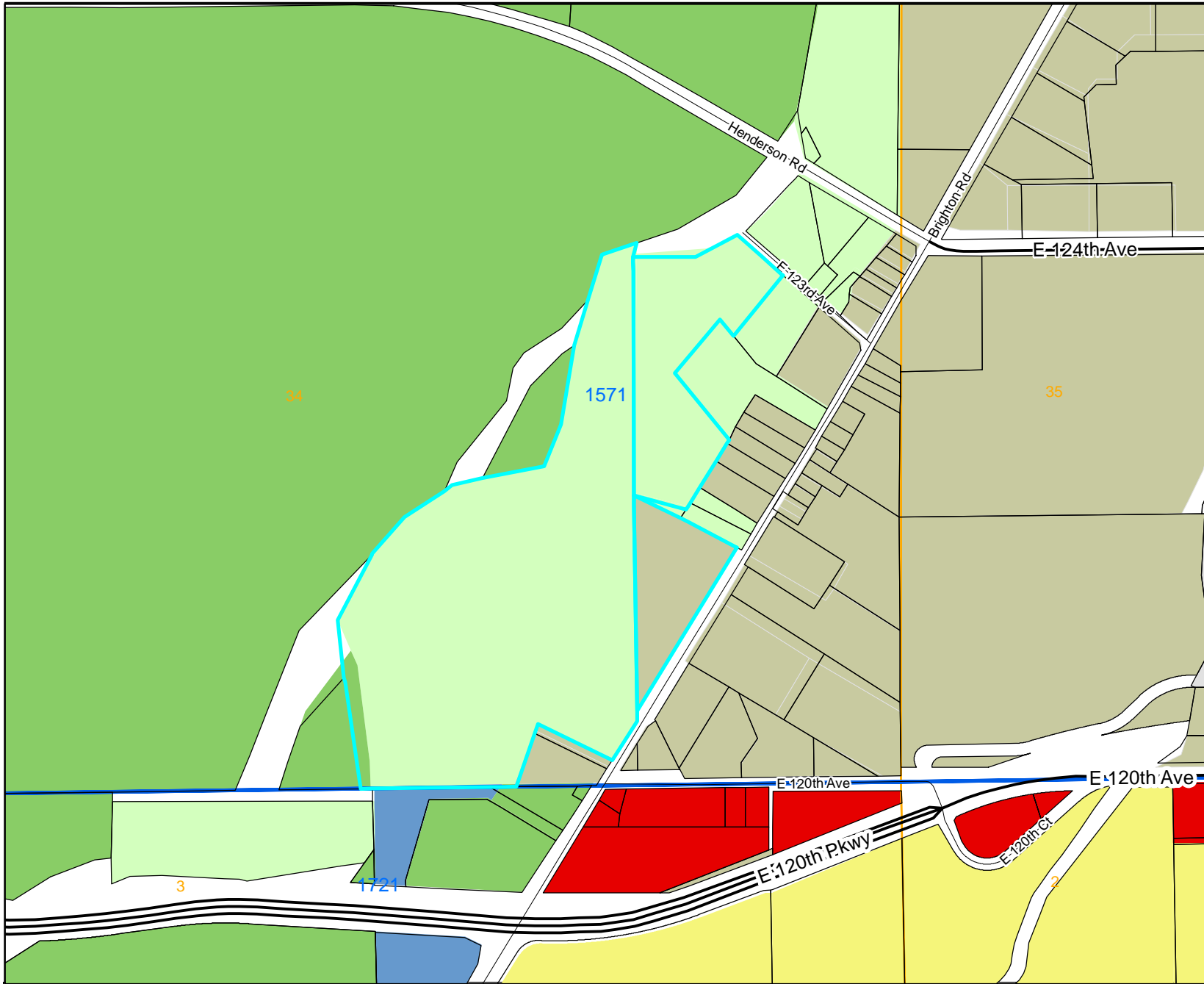
EXG2009-00002



For display purposes only.



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LEGEND

- Special Zoning Conditions
- Section Numbers
- Railroad
- Major Water
- Zoning Line
- Sections
- Zoning Districts**
- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)
- Airport Noise Overlay

Asphalt Specialties
EXG2009-00002



For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy

RECEPTION# 2011000007686
02/01/2011 at 03:51:04 PM.1 OF 5
TD Pgs: 0 Doc. Type ZONHEA
Karen Long, Adams County, CO

STATE OF COLORADO)

COUNTY OF ADAMS)

RECORDED AS RECEIVED

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Administration Building in Brighton, Colorado on the 6th day of December, 2010 there were present:

| | |
|----------------------------|--------------------|
| Alice J. Nichol _____ | Chairman |
| W.R. "Skip" Fischer _____ | Commissioner |
| Larry W. Pace _____ | Commissioner |
| Hal B. Warren _____ | County Attorney |
| Kristen Hood, Deputy _____ | Clerk of the Board |

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

ZONING HEARING DECISION - CASE #EXG2009-00002, SPEER/ASPHALT SPECIALTIES

WHEREAS, on the 6th day of December, 2010, the Board of County Commissioners, held a public hearing on the application of Asphalt Specialties Company, Inc., Case #EXG2009-00002; and,

WHEREAS, this case involved an application for: Certificate of Designation to allow this site to be filled with approximately 500,000 cubic yards of inert material in order to bring the site back to its approximate former grade of land on the following described property:

LEGAL DESCRIPTION:

0157134000075

SECT,TWN,RNG:34-1-67 DESC: PT OF S2 SEC 34 DESC AS FOL BEG 1923/81 FT W OF SE COR TH CONT W 716/70 FT TO S4 COR TH CONT W 58/40 FT TO SE COR ADAMS COUNTY REGIONAL PARK COMPLEX ADDITION #1 TH THE FOL DIST AND BRNG N 08D 33M W 63/81 FT TH N 07D 41M W 473/73 FT TH N 18D 52M W 191/83 FT TH N 25D 30M E 422/06 FT TH N 38D 29M E 220/91 FT TH N 52D 32M E 288/79 FT TH N 76D 55M E 486/22 FT TH N 22D 28M E 214/81 FT TH N 09D 53M E 160 FT TH N 07D 38M E 149/98 FT TH N 17D 49M E 538/95 FT H N 72D 18M E 210/97 FT TO A PT WHICH BRS S 12/10 FT FROM NW COR E2 SE4 TH S 2301/59 FT TO A PT ON NWLY ROW LN OLD BRIGHTON RD TH S 31D 48M W 237/09 FT TH N 63D 22M W 410 FT TH S 19D 47M W 332/50 FT TO POB 52/44A

0157134000037

SECT,TWN,RNG:34-1-67 DESC: COM AT SE COR SEC TH W 80 RODS TH N 15 RODS 3 AND 1/2 FT TO POB TH N 71 AND 1/2 RODS TH S 62D 30M E 39 RODS TO CEN OF CO RD TH S 31D 30M W 61 AND 1/2 RODS TO POB 8A

Please Return To
BoCC 6th Floor
5th

5
5
1

①

0157134000079

SECT,TWN,RNG:34-1-67 DESC: PT OF SE4 AND NE4 SEC 34/1/67 DESC AS FOL BEG AT NE COR SD SE4 TH S 88D 58M W 673/10 FT TO A PT ON SWLY ROW LN CO RD 20 TH S 48D 59M E 655/07 FT TH S 13D 25M E 34/63 FT TO A PT ON WLY ROW LN CO RD 31 TH S 29D 28M W 339/31 FT TO TRUE POB TH N 57D 57M W 299/95 FT TH N 58D 39M W 118/27 FT TH N 39D 46M W 286/42 FT TH S 39D 34M W 351/46 FT TH S 39D 46M E 428/62 FT TO A PT 335 FT NWLY OF AS MEAS AT R/A FROM WLY ROW LN CO RD 31 TH N 31D 12M E 252/62 FT TH S 57D 57M E 335 FT TO A PT ON WLY ROW LN CO RD 31 TH N 31D 12M E 138/34 FT TH N 29D 28M E 3/35 FT TO TRUE POB EXC ELY 20 FT 4/301A

0157134402001

SUB:SWEETMAN SUBDIVISION LOT:3

APPROXIMATE LOCATION: 12021 Brighton Road.

WHEREAS, substantial testimony was presented by members of the public and the applicant; and,

WHEREAS, the Adams County Planning Commission held a public hearing on the 10th day of November, 2010, and forwarded a recommendation of APPROVAL to the Board of County Commissioners.

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 recommendations of the Department of Planning and Development and the Planning Commission, the application in this case be hereby **APPROVED** based upon the following findings of fact and subject to the fulfillment of the following conditions precedent and conditions by the applicant:

FINDINGS OF FACT

1. The proposed use is an acceptable use in the applicable zone district.
2. The certificate of designation is consistent with the purposes of these standards and regulations and meets the intent of the Adams County Comprehensive Plan.
3. The certificate of designation will comply with the requirements of these standards and regulations including, but not limited to, all applicable performance standards.
4. The certificate of designation 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 and the County. In making this determination, the Planning Commission and the Board of County Commissioners shall find, at a minimum, that the certificate of designation will not result in excessive traffic generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, or inappropriate hours of operation.
5. The certificate of designation has addressed all off-site impacts.
6. The site is suitable for the certificate of designation, including adequate usable space, adequate access, and absence of environmental constraints.
7. There is a need for the facility in the County.

8. The applicant has documented his ability to comply with the health standards and operating procedures as provided by the Colorado Department of Health, the Tri-County Health Department, and other relevant agencies.
9. The site is accessible to Adams County residents and other potential users.
10. The proposed facility will comply with all applicable laws and regulations relating to air pollution, water pollution, and noise. When standards do not exist for regulating emissions from a particular type of facility, the County will consider whether the facility may impact health and welfare of the community based upon specific facility design and operating procedures.
11. The site conforms to siting standards for the type of facility being proposed.

Conditions Precedent:

1. Dedication by warranty deed of 20 ½ feet of right-of-way for Brighton Road along the Brighton Road frontage shall be required.
2. The existing Floodplain Use Permit shall be reviewed and updated as required.
3. A regional drainage facility to accommodate the flows from Henderson Creek shall be required. A drainage easement consisting of 50 feet shall be required for the drainage channel. The easement shall be described in a drainage easement document that shall be reviewed and approved by the Right-of-Way Supervisor of Adams County.
4. The applicant shall comply with all the requirements of the Colorado Division of Water Resources as stated in their letter dated September 29, 2010.
5. The applicant shall provide a schedule for the construction of the perimeter drain specified in the Operation and Closure Plan. The schedule shall be reviewed and approved by the Colorado Division of Reclamation Mining and Safety

Conditions:

1. Operations shall not proceed until a "Notice to Proceed" is issued by the Department of Planning and Development, after the applicant has demonstrated all pertinent Conditions of Approval, as determined by Adams County, have been completed.
2. Hours of operation for the facility shall be from 6:00 A. M. to 6:00 P.M., Monday through Saturday.
3. All conditions set forth by the Colorado Department of Public Health and Environment (Solid Waste and Material Management Unit) as stated in their letter August 27, 2010 shall be considered as conditions in this case.
4. The applicant shall comply with the Colorado Department of Public Health and Environment's (Air Pollution Control Division) letter dated September 29, 2010.
5. The CD shall expire on December 6, 2017.
6. Fugitive dust control mechanisms must be in place and functioning at all times.
7. All complaints received by the applicant concerning impacts to offsite wells, and the resolution of those complaints, shall be conveyed to the Department of Planning and Development. Impacts to offsite water wells shall be responded to and resolved immediately by the applicant. Disputes concerning impacts to offsite water wells may be resolved by the Department of Planning and Development and may be justification for a Show Cause Hearing before the Adams County Board of County Commissioners.
8. All haul trucks shall cover their loads pursuant to C.R.S. 42-4-1407.
9. The facility shall cease operations during periods of high winds. High winds shall be defined as when wind speeds exceed 35 mph or a sustained 25mph.
10. All fluid spills such as hydraulic and oil from maintenance of equipment, shall be removed and disposed of at a facility permitted for such disposal.

11. All applicable operational standards found within the Solid and Hazardous Waste Disposal section of the Adams County Development Standards shall be followed.
12. The total volume of the import shall not exceed 500,000 cubic yards over the lifetime of this project.
13. The proposed fill operation shall not obstruct or cause interference of any kind to irrigation ditch laterals or roadside ditches that are in place.
14. Authorized personnel trained to recognize non-inert material shall be present on site while filling is taking place and shall inspect and screen each load of material brought to the fill site. Trash, organic material, and other waste material not meeting the definition of inert material shall be removed from each load at the screening location. A visual inspection and screening shall be made where loads are offloaded and materials not meeting the definition of inert material shall be removed. All materials removed from the waste stream shall be disposed of at an approved waste disposal facility at regular intervals and records of the transportation disposal shall be kept.
15. The applicant shall be responsible for the cleanliness and safety of all roadways adjacent to this site. If at any time, these roadways are found to be dangerous or not passable due to debris or mud, the Adams County Public Works Department will shut down the project, until the roadway conditions have improved and are deemed acceptable. If the contractor/applicant fails to keep the adjacent roadways clean and free from debris, the Public Works Department has the option to do the required clean up and bill the charges directly to the owner/applicant.
16. All materials must be inert, as defined in the Adams County Development Standards and Regulations including: non-water soluble and non-putrescible solids together with such minor amounts and types of other materials as will not significantly affect the inert nature of such solids, as determined by Adams County. The term includes, but is not limited to, earth, sand, gravel, rock, concrete (which has been in a hardened state for at least sixty (60) days), masonry, asphalt paving fragments which are not located in the water table, and other inert solids including those the Colorado Department of Health may identify by regulation. Street sweepings from street cleaning machines are not considered inert material and are instead considered solid waste.
17. Control of the fill materials, keeping records of the sources of the materials used at this site, shall be the responsibility of the applicant. Records concerning sources of fill materials and certifications shall be made available to Adams County inspectors upon request. This site is subject to inspection from Adams County inspectors, during reasonable working hours. Adams County may give notice of inspection prior to the inspection.
18. Finished elevations shall be at or below pre-mine elevations.
19. If fuel will be stored on this site:
 - All fuel storage at this site shall be provided with secondary containment, which complies with State of Colorado Oil Inspection Section Regulations; and
 - Fueling areas shall be separated from the rest of the site's surface area, and protected from storm water; and
 - Applicant shall provide a spill prevention plan and release prevention plan for fuel storage and fueling operations. Good housekeeping shall be practiced at this site. 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.

Notes to the Applicant:

1. All conditions precedent must be satisfied prior to commencing operations on the subject site. Proof that the concerns have been addressed will require a Notice to Proceed from the Department of Planning and Development.
2. All applicable requirements of the Zoning, Health, Building and Fire Codes shall be adhered to with this request.

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

Nichol _____ Aye
Fischer _____ Aye
Pace _____ Aye
Commissioners

STATE OF COLORADO)

County of Adams)

I, Karen Long, 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 6th day of December, A.D. 2010.

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

Karen Long:

By:



Deputy



Dedicated to protecting and improving the health and environment of the people of Colorado

February 15, 2017

Asphalt Specialties - Speer Inert Fill
 ATTN: Gary Stillmunkes
 12049 Brighton Road
 Henderson CO 80640

CERTIFIED MAIL: 70141200000114558982
 RETURN RECEIPT REQUESTED

Re: Compliance Advisory for Speer Inert Fill
 12049 Brighton Road
 Henderson, CO 80640
 SW/ADM/SPE 1.6

Dear Gary,

This Compliance Advisory provides notice related to information gained during an inspection conducted by the Colorado Department of Public Health and Environment, Hazardous Materials and Waste Management Division (the "Department") on February 8, 2017. The purpose of the inspection was to determine the facility's compliance status with respect to the Solid Wastes Disposal Sites and Facilities Act, CRS 30-20-100.5 *et. seq.*, and the Regulations Pertaining to Solid Waste Sites and Facilities (6 CCR 1007-2, Part 1; the Regulations). The Department advises you that the information gained during the inspection indicates that you may have violated Colorado's solid waste laws. Department personnel will review the facts established and this notice may be revised to include additions or clarifications as a result of that review.

Please be aware that you are responsible for complying with the State solid waste regulations and that there are civil penalties for failing to do so. The issuance of this Compliance Advisory does not limit or preclude the Department from pursuing its enforcement options concerning this inspection including issuance of a Compliance Order and/or seeking an assessment of civil penalties. Also, this Compliance Advisory does not constitute a bar to enforcement action for conditions that are not addressed in this Compliance Advisory, or conditions found during future file reviews or inspections of your property. The Department will take into consideration your response to the requested actions listed below for each cited deficiency in its consideration of enforcement options.

Deficiency 1: Speer Inert Landfill is not monitoring wind speeds, and unable to determine if operations need to be ceased during periods of high wind warnings. This is in violation of Section 2.1.11 of the Regulations.

Deficiency 2: Speer Inert Landfill is accepting rebar and other metals for final disposal. Metals are not an inert material. This is in violation of Section 2.1.2(C) of the Regulations.

Requested Action 1: Immediately implement a wind monitoring program by either (a) obtaining a wind velocity measuring device; or (b) obtain hourly wind speed readings from the nearest national weather service office.



SOLID WASTE INSPECTION REPORT

Agency: Colorado Department of Public Health and Environment
Hazardous Materials and Waste Management Division

Date: February 8, 2017 Times: 10:00 AM - 12:00 PM

Site: Speer Inert Landfill
12021 Brighton Road
Henderson, CO 80640

Operator: Asphalt Specialties

Owner: Asphalt Specialties

Inspectors: Jennifer Reynolds, HMWMD

Inspection: Complaint, Unannounced

Site Representatives: Willard Morrow, Asphalt Specialties
Mike Rodabaugh, Asphalt Specialties

Other Participants: Lisa Oliveto, Tri-County Health Department
Jen Rutter, Adams County Planning
Augusta Allen, Adams County Code Enforcement

Weather Conditions: Sunny and Windy

On February 10, 2016, staff from the Colorado Department of Public Health and Environment (the Department), conducted an inspection of the above-referenced property located in Henderson, Colorado. The purpose of the inspection was to evaluate the compliance of the Facility with the requirements set forth in the Solid Wastes Disposal Sites and Facilities Act (“the Act”), CRS 30-20-100.5 *et seq.*, the Regulations Pertaining to Solid Waste Sites and Facilities, 6 CCR 1007-2 (“the Regulations”), and the Facility’s approved Engineering Design and Operations Plan (the Plan).

--Site History--

Speer Inert Landfill (“Speer”) is an inert solid waste disposal site located in Henderson, Colorado. The facility has been operating under a Certificate of Designated issued by Adams County Commissioners. Access to the facility is made from Brighton Road. A lockable gate is located near the entrance to the facility to discourage illegal dumping and scavenging. The landfill site is fully fenced.

--Records Review--

The onsite records were reviewed during the inspection. Operational records for the facility were accessible and in good order. Rejected load documentation were observed and determined to be adequate.

When asked about closure due to high winds, Facility Representatives mentioned that operations ceased when winds were high enough to cause visibility issues. Facility does not have a wind velocity measuring device, nor does the facility track wind speeds from the nearest national weather service office.

--Site Inspection--

The site inspection was performed in the field at the Facility. Participants included Department Inspector Jennifer Reynolds; Tri-County Health Department's Lisa Oliveto; Adams County's Jen Rutter and Augusta Allen; and Facility representative Willard Morrow.

A circuit was made of the Facility and all areas of the Facility were inspected. The complaint about the facility stated that municipal solid waste and other non-inert materials were being disposed of in the facility's pond.

Municipal solid waste was not observed to be in the pond. However, many pieces of rebar and other metal items were in the pond. Metal is not an inert material, and not an acceptable waste for an inert fill.

--Findings--

The Facility was in apparent violation of the Act and the Regulations on the day of inspection and will be receiving a Compliance Advisory. The following apparent violations were found:

Deficiency 1: Speer Inert Landfill is not monitoring wind speeds, and unable to determine if operations need to be ceased during periods of high wind warnings. This is in violation of Section 2.1.11 of the Regulations.

Deficiency 2: Speer Inert Landfill is accepting rebar and other metals for final disposal. Metals are not an inert material. This is in violation of Section 2.1.2(C) of the Regulations.

Prepared by: Jennifer Reynolds
Jennifer Reynolds
Environmental Protection Specialist
Compliance Assurance Unit
Solid Waste and Materials Management Program
Colorado Department of Public Health and Environment

Date: 2/14/2017

Attachments:

Attachment 1 Photo Log - Photos Taken by the Department

File: SW/JFR/FTH 1.2

Attachment 1 - Photo Log

Photos Taken by the Department



Photo 1:



Photo 2:



Photo 3:



Photo 4:



Photo 5:



Colorado Department
of Public Health
and Environment

Colorado Department of Public Health and Environment
Hazardous Materials and Waste Management Division
 4300 Cherry Creek Drive South, Mail Code HMWMD-B2, Denver, CO 80246-1530
 (303) 692-3320 <http://www.colorado.gov/cdphe/solidwaste>

Solid Waste and Materials Management Program
Notice of Inspection

| | | |
|------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|------------------------------|
| Facility Name <i>Spear Inert Landfill/Asphalt Spe</i> | Facility ID Code <i>ADM 2799</i> | Date <i>2/9/2017</i> |
| Trim Code <i>SWI ADMISPE</i> | Announced? () Yes () No | Time In: <i>10:30 AM</i> |
| Street <i>12021 Brighton Road</i> | Enter by: () Consent () Warrant () Open Fields | Time Out: <i>12:00 PM</i> |
| City <i>Henderson</i> County <i>Adams</i> Zip <i>80640</i> | Phone | Email |
| Facility Representatives: <i>Willard Morrow</i> <i>Mike Rodabaugh</i> | Phone | Email |
| Local Government Representatives <i>Lisa Oliveto, TCHD</i> <i>Jen Rutter's Augusta Allen, Adams County</i> | Phone | Email |

Inspection Result:

No Violations Observed
 Minor Violations Noted Below
 Minor Violations, Compliance Advisory Issued
 Major Violations Identified

Compliance Assistance Delivered During the Inspection:

Yes No; If yes, describe:

Apparent Violations and requested corrective actions:

1) No method of measuring wind speed, need to either purchase wind speed monitor or track via nearby weather stations.
 2) a large amount of rebar/metals seen in the pond. metals are not inert and should not be in the water table. Also some trash was seen in the pond needs to be removed.

Inspection Type:

Audit
 Complaint
 Routine Compliance Inspection
 Compliance Assistance Visit
 Enforcement Follow-up
 Environmental Covenant
 File/Records Review
 Sampling

| | |
|----------------------------------------------------------------------------|---------------------------------------------------|
| Signature of Facility Representative Receiving Form: <i>[Signature]</i> | Lead CDPHE Inspector: <i>Jennifer Reynolds</i> |
| Name of Facility Official Receiving Form: | Assisting Inspectors: |



COLORADO DEPARTMENT of PUBLIC HEALTH ENVIRONMENT
Hazardous Materials and Waste Management Division
SOLID WASTE DISPOSAL SITE AND FACILITY INSPECTION

Time In: 10:30 AM

Time Out: 11:33 AM

Facility: Speer Inert Landfill

Inspection Date: 2/8/2017

Inspector(s): Reynolds

Landfill

| Functional Category | Requirement Description | Not Insp | N/A | Citation | Violation Y/N/P | Note Reference |
|---------------------------------|----------------------------------------------------------------------------------------|--------------------------|-------------------------------------|-----------------------------------|-----------------|----------------|
| Record Review | | | | | | |
| Certificate of Designation | Have a Certificate of Designation (CD) (or Approved EDOP for One's Own Waste Facility) | <input type="checkbox"/> | <input type="checkbox"/> | 1.3.3 | N | |
| D and O Plan | Closure Plan Submission and Content | <input type="checkbox"/> | <input type="checkbox"/> | 2.5.8; 3.5.1;3.5.2;3.5.3;3.5.4 | N | |
| | Developed Closure Plan for Approval | <input type="checkbox"/> | <input type="checkbox"/> | 3.5 | | |
| | Operating in Accordance with Approved Design and Operation Plan | <input type="checkbox"/> | <input type="checkbox"/> | 1.3.9, 3.3.2 | Y | 1 |
| | Post-closure Plan Submission and Content | <input type="checkbox"/> | <input type="checkbox"/> | 2.6.1; 3.6 | N | |
| Duty to Comply | Compliance with CD Conditions | <input type="checkbox"/> | <input type="checkbox"/> | 1.3.5 | N | |
| Fees | Solid Waste User or Annual Fees | <input type="checkbox"/> | <input type="checkbox"/> | 1.7.3,1.7.4 | N | |
| Financial Assurance | Annually Update Financial Assurance for Inflation | <input type="checkbox"/> | <input type="checkbox"/> | 1.8.3(C) | N | |
| | Establish Adequate Financial Assurance or Provide 5 year Update to Financial Assurance | <input type="checkbox"/> | <input type="checkbox"/> | 1.8.1; 1.8.3(D) | N | |
| | Provide Revised Cost Estimate for Financial Assurance | <input type="checkbox"/> | <input type="checkbox"/> | 1.8.3(D) | N | |
| General Provisions | Compliance with Department-issued compliance order | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 1.9.2 | N | |
| | Compliance with other Department rules or local ordinances | <input type="checkbox"/> | <input type="checkbox"/> | 2.1.1 | N | |
| Operating Requirements | Compliance with Approved Waiver conditions | <input type="checkbox"/> | <input type="checkbox"/> | 1.5 | N | |
| | Knowing Receipt of Hazardous Waste | <input type="checkbox"/> | <input type="checkbox"/> | 2.1.2 | N | |
| Personnel Training | Conduct Personnel Training for Prohibited Waste Recognition | <input type="checkbox"/> | <input type="checkbox"/> | 2.1.2(B)(3) | N | |
| Recordkeeping | Maintain Operating Record with all Required Elements | <input type="checkbox"/> | <input type="checkbox"/> | 2.4; 3.4; 2.1.18(B) | N | |
| Reporting | Notify the Dept of a Release | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 2.1.18(A) | | |
| | Submit Construction / Quality Assurance Report for Approval | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 3.2.7, 3.3.3 | | |
| Waste Characterization,Acceptan | Exclude Hazardous Waste | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 2.1.2(A) | | |
| | Have and Follow Waste Characterization Plan | <input type="checkbox"/> | <input type="checkbox"/> | 2.1.2(C)(2) | Y | 1 |
| | Update Waste Characterization Plans for Required Disposal Prohibitions | <input type="checkbox"/> | <input type="checkbox"/> | 16.6.6 | N | |
| Site Review | | | | | | |
| Certificate of Designation | Illegal Disposal | <input type="checkbox"/> | <input type="checkbox"/> | 1.3.3, 30-20-102 | | |
| Cover | Ensure Adequate Cover is Available Throughout Site Life | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 3.3.5 | | |
| | Place Adequate Cover | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 2.1.10; 3.3.4;3.3.5 | | |
| Monitoring - Explosive Gas | Conduct Explosive Gas Monitoring | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 2.3.1; 2.3.2 ; 2.3.4; 3.4(C) | | |
| | Properly Respond to an Explosive Gas Exceedance | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 2.3.3 | | |
| Monitoring - Ground Water | Compliance With Ground Water Protection Standards | <input type="checkbox"/> | <input type="checkbox"/> | 2.1.15 | | |
| | Implement and Maintain a Groundwater Monitoring Program | <input type="checkbox"/> | <input type="checkbox"/> | 2.2 | | |

Landfill

Inspector(s): Reynolds

| Functional Category | Requirement Description | Not Insp | N/A | Citation | Violation Y/N/P | Note Reference |
|----------------------------------|---------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|----------------------|-----------------|----------------|
| Nuisance Conditions Control | Adequately Fence Site and Prevent Debris From Escaping and Accumulating | <input type="checkbox"/> | <input type="checkbox"/> | 2.1.7; 2.1.11 | N | |
| | Control Nuisance Conditions: | <input type="checkbox"/> | <input type="checkbox"/> | 2.1.3, 2.1.7; 2.1.11 | N | |
| | No Unauthorized Burning | <input type="checkbox"/> | <input type="checkbox"/> | 2.1.9 | N | |
| Operating Requirements | Adequate amounts of water | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 3.3.6 | | |
| | Co-Disposal of Sludge at the Working Face | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 2.1.13 | | |
| | Ensure Adequate Water is Available for Construction and to Minimize Nuisance Conditions | <input type="checkbox"/> | <input type="checkbox"/> | 3.3.6 | N | |
| | Operate Leachate Collection and Removal System, Including Monitoring for Leachate Depth on Liner | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 3.2.5(D) | | |
| | Place Waste in Most Dense Volume via Compaction or Other Approved Method | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 2.1.10 | | |
| | Restricted Unloading Area, Waste in Smallest Area, Working Face Size | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 2.1.10 | | |
| | Wind Speed Monitoring to Cease Operation During High Wind Warning | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 2.1.11 | | |
| Security | Control Access and Provide Site Security | <input type="checkbox"/> | <input type="checkbox"/> | 2.1.8 | N | |
| Surface Water Control | Maintain Stormwater Run-on and Run-off Control System | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 2.1.6; 3.2.6 | | |
| | Prevent Ponding of Water | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 2.1.10 | | |
| Waste Characterization, Acceptan | Disposal of Liquid Waste | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 2.1.14 | | |
| | Motorized and Electronic Equipment Disposal Prohibition | <input type="checkbox"/> | <input type="checkbox"/> | 16 | N | |
| | No Acceptance of Wastewater Treatment Plants Sludge, Septic Tank Pumpings or Chemical Toilet Waste Without Approval | <input type="checkbox"/> | <input type="checkbox"/> | 2.1.12 | N | |
| Water Protection | No Disposal of Waste Below or Into Surface Water or Groundwater | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 2.1.17 | | |
| | Prevent Water Pollution at or Beyond the Point of Compliance | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 2.1.4; 2.1.5 | | |

Site-Specific Engineering Design and Operation Plan Requirements:

1) see Notice of inspection

| Landfill Note/Regulation Reference # | Comments and Deficiency Requests | Request Date | RTC Date |
|--------------------------------------|----------------------------------|--------------|----------|
| | | | |

From: [Jen Rutter](#)
To: [Chris LaRue](#)
Subject: FW: Speer Inert Landfill inspection
Date: Wednesday, February 22, 2017 4:48:46 PM

FYI

Jen Rutter

Senior Environmental Analyst, *Community & Economic Development Department*

ADAMS COUNTY, COLORADO

4430 South Adams County Parkway, 1st Floor, Suite W2000A

Brighton, CO 80601

o: 720.523.6841 | jrutter@adcogov.org

www.adcogov.org

From: Reynolds - CDPHE, Jennifer [mailto:jennifer.reynolds@state.co.us]
Sent: Wednesday, February 22, 2017 4:46 PM
To: Jen Rutter
Subject: Fwd: Speer Inert Landfill inspection

----- Forwarded message -----

From: Reynolds - CDPHE, Jennifer <jennifer.reynolds@state.co.us>
Date: Tuesday, February 21, 2017
Subject: Speer Inert Landfill inspection
To: Gary Stillmunkes <GaryS@asphaltspecialties.com>

Rebar is not specifically mentioned in the regulations. However, metals are not an inert material.

On Tuesday, February 21, 2017, Gary Stillmunkes <GaryS@asphaltspecialties.com> wrote:
Hi Jennifer,

Thank you for the response back to my email. Can you show me where the regulation is that states “concrete with exposed rebar” is not an inert landfill material since it is an attached part of the broken out concrete pieces?

I appreciate your help.

Gary Stillmunkes

Asphalt Specialties Co., Inc.

10100 Dallas Street

Henderson, CO 80640

Direct Line: (720)322-7056

Office: (303)289-8555

Fax: (303)289-7707

Cell: (303)994-0408

Web: www.asphaltspecialties.com

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Think green, keep it on the screen.

From: Reynolds - CDPHE, Jennifer [<mailto:jennifer.reynolds@state.co.us>]

Sent: Tuesday, February 21, 2017 6:45 AM

To: Gary Stillmunkes <GaryS@asphaltspecialties.com>

Subject: Re: Speer Inert Landfill inspection

Hi Gary,

We had asked about wind speed monitoring at the time of the inspection, and no one was aware of any monitoring that went on. If you already have a monitoring program in place, then there is no violation regarding wind monitoring.

As for the rebar, metal is not an inert material. Concrete is inert. If the metal is enclosed in concrete, that would be inert, exposed rebar is not.

I hope this helps.

On Fri, Feb 17, 2017 at 3:17 PM, Gary Stillmunkes <GaryS@asphaltspecialties.com> wrote:

Jennifer,

I want to follow up on the February 8th Speer Inert Landfill site inspection. Attached is the site inspection report by Jennifer Reynolds (CDPHE), Lisa Olivas (TCHD), Jen Rutter and Augusta Allen (Adams County). Site representatives Mike Rodabaugh and Willard Morrow (ASCI).

Inspection Type: Complaint.

Inspection Results: Minor Violations, Compliance Advisory Issued.

Apparent Violations and requested correction actions – 2 each.

1. No Method of monitoring wind speed –
2. Large amounts of metal/rebar not inert –

Please clarify the two requested actions per our Speer Inert Landfill Certificate of Designation (CD) Operations and Closure Plan for SPEER INERT LANDFILL Adams County, Colorado (Revision 2) September 2010 (CD). Our current CD does address monitoring winds (Exceed 35 MPH, or a sustained 25 MPH). Our closest weather station is Dunes Weather station, Henderson, less than a mile away.

Please direct us to where it states concrete with rebar is not allowed as an inert landfill material. Please provide clarification of regulations for corrective actions needed from your notice of inspection.

We are presently working with Adams County planning on updating our permit and will continue with this process.

Sincerely,

Gary Stillmunkes

Asphalt Specialties Co., Inc.

10100 Dallas Street

Henderson, CO 80640

Direct Line: [\(720\)322-7056](tel:7203227056)

Office: [\(303\)289-8555](tel:3032898555)

Fax: [\(303\)289-7707](tel:3032897707)

Cell: [\(303\)994-0408](tel:3039940408)

Web: www.asphaltspecialties.com

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Think green, keep it on the screen.

--

Jennifer Reynolds
Environmental Protection Specialist
Solid Waste & Materials Management Program



P 303.692.3408 | F 303.759.5355

4300 Cherry Creek Drive South, Denver, Colorado 80246-1530

Jennifer.Reynolds@state.co.us | www.colorado.gov/pacific/cdphe

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Requested Action 2: Immediately cease the disposal of rebar and/or other metal items at the Facility.

Requested Action 3: Within forty-five (45) calendar days from the date of the Compliance Advisory, remove all rebar and metals from the pond that are visible and retrievable.

To facilitate resolution of the issues identified in this Compliance Advisory, we encourage you complete the requested actions, including any required submittals, in the timeframes requested, and to document your return to compliance by submitting correspondence back to the Department by April 5, 2017 or you may contact this office at the number listed below and, where necessary, schedule a meeting:

To discuss the Compliance Advisory and answer any questions that you may have;
To develop a schedule for correcting the deficiency noted above; or
To submit information necessary to show that the deficiency is not a violation of Colorado's solid waste laws.

A copy of the inspection report is enclosed with this Compliance Advisory.

You may contact Jennifer Reynolds at (303) 692-3408 or Ed Smith (303) 692-3386 concerning the deficiencies detailed under this Compliance Advisory and/or to set a meeting to discuss this Compliance Advisory.

Sincerely,



Jennifer Reynolds
Environmental Protection Specialist
Solid Waste Compliance Assurance Unit
Solid Waste & Materials Management Program

EC: Jen Rutter, Adams County Planning
Augusta Allen, Adams County Code Enforcement
Lisa Oliveto, Tri-County Health Department
Andy Todd, HMWMD
Ed Smith, HMWMD
SW Tracking



4. *Outdoor Activities Prohibited:* All equipment, material storage, and uses shall be performed or carried out entirely within an enclosed building.

4-10-02-02 **RESEARCH, DEVELOPMENT AND TESTING**

1. *Minimum Parcel Area:* one (1) acre
2. *Fire District Review:* All plans shall be reviewed by the applicable fire district prior to approval in order to determine existing services provide adequate protection for citizens.
3. *Setback from Residential Zoning:* Not applicable.
4. *Outdoor Activities Prohibited:* All equipment, materials and uses shall be performed or carried out entirely within an enclosed building.
5. *Smoke and Odor Control:* Smoke and odor shall be controlled by filter, scrubbers, fans, or other means.

4-10-02-03 **EXTRACTION AND DISPOSAL USES**

4-10-02-03-01 **EXTRACTION USES**

1. *Compliance with Colorado Department of Natural Resources:* Requirements contained in this section shall not exempt the owner or operator of an extractive industry from compliance with the requirements of Colorado Department of Natural Resources. Prior to the approval of a Conditional Use Permit by the Board of County Commissioners, a reclamation contract shall be signed and approved by the owner or operator and the Colorado Department of Natural Resources.
2. *Site Size:* The site of an extractive industry shall be of sufficient size and dimensions to accommodate the proposed operations.
3. *Blasting Hours:* Operations utilizing explosive devices shall be restricted to Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.
4. *Stagnant Water:* Pockets and stagnant pools of water resulting from surface drainage shall either be:
 - a. Sprayed to eliminate breeding places for mosquitoes and other insects using methods and chemicals approved by the Colorado Department of Agriculture; or
 - b. Drained to prevent the creation of such breeding places.

5. *Plan for Development of the Site:* A plan for the Mining Phase and the Reclamation Phase shall be approved by the Director of Community and Economic Development.
6. *Standards of the MCO Zone District:* All other operation and rehabilitation standards of the Mineral Conservation Overlay (MCO) Zone District shall apply as outlined in Section 3-35-06.
7. *Recreational Prospecting in Creeks and Rivers:* In stream recreational prospecting using non-motorized equipment is not regulated by the County. It is incumbent upon the operator of a non-motorized in stream recreational prospecting site to notify and gain permission of the property owner. The use of motorized equipment for such an operation is considered mining. Any operation using motorized equipment is prohibited.

4-10-02-03-02

SOLID AND HAZARDOUS WASTE DISPOSAL

1. *General Operating and Performance Standards:* The following General Operating and Performance Standards are applicable to all Solid Waste Disposal Sites and/or Processing Facilities:
 - a. Compliance with Colorado Solid Waste Act: Operators shall comply with the Colorado Solid Waste Act (C.R.S. 30-20-100 et. seq.), and all regulations promulgated pursuant to said Act by the Colorado Department of Public Health and Environment.
 - b. Compliance with State Standards and Regulations: Operators shall comply with all adopted State and Federal regulations, whether such regulations are adopted prior to, or after, approval of a Certificate of Designation under these standards and regulations.
 - c. Performance Bond Required: Prior to commencing operations, and thereafter during the active life of the facility, the operator shall post and maintain a performance bond or other approved financial instrument with Adams County.
 - d. Liability Insurance Required: All solid waste disposal site and/or processing facility operators shall maintain adequate liability insurance in the amount of one million dollars and submit evidence of such insurance upon request from the Director of Community and Economic Development.
 - e. Outdoor Processing Prohibited: All solid waste processing facility operations shall take place completely enclosed within a building unless otherwise specifically provided for in the approved plan.
 - f. User Service Charges Required: All solid waste disposal site and/or processing facility operators shall collect service charges from users for the purpose of solid waste management in the

County. Such charges shall be collected pursuant to the Board of County Commissioners Resolution of August 28, 1985, as amended.

- g. Uncovered Loads: All uncovered loads shall be charged double the normal disposal rate.
- h. Waste Along Public Rights-of-Way Control: Operators shall remove trash, or other waste material, disposed of or treated at their facility, along all public rights-of-way within one (1) mile of the facility and up to five (5) miles along the approved haul routes, or as otherwise specified.
- i. Odor Control: At no time shall a waste disposal site or waste processing facility create malodorous conditions.
- j. Erosion Control: At no time shall a waste disposal site or processing facility allow soil loss or erosion beyond that provided for in the erosion control measures approved in the design and operations plan.
- k. Storage of Untreated or Unprocessed Waste: Storage of authorized untreated or unprocessed waste shall not exceed the time limit described in the approved plan, conditions of approval required with the Certificate of Designation, or otherwise required by the Colorado Department of Public Health and Environment.
- l. Outside Storage: All allowed accessory outside storage shall be concealed by an eight (8) foot solid screen fence or other effective screening material as approved by the Director of Community and Economic Development.
- m. Right-of-Way Screening: All new facilities shall provide and maintain attractive visual screening from any public right-of-way from which the facility is visible.
- n. Waste Minimization Program: All operators shall conduct a waste minimization program both with the community and with generators, providing public information and assistance for waste reduction, recycling, and reuse programs.
- o. Certification of Special Structures and Equipment: Special structures not addressed in these standards and regulations, and processing equipment which has the potential to create external environmental impacts (through air emissions, groundwater impacts, etc.), shall be certified by a registered professional engineer or other qualified expert, as determined by the Director of Community and Economic Development, as to proper installation and construction in accordance with the approved design and operations plan prior to start of operations.

- p. Quarterly Reports: Operators shall submit quarterly reports no later than thirty (30) calendar days following the end of the calendar quarter to the Director of Community and Economic Development, Tri-County Health Department, and the Colorado Department of Public Health and Environment, summarizing:
- (1) Results of Monitoring Data: The results of air and water monitoring data, monitoring of landfill gas, and other environmental monitoring data, as applicable, prepared by a qualified independent firm or other qualified professionals, including in-house certified staff and laboratories acceptable to the Director of Community and Economic Development.
 - (2) Received Waste Figures: Daily average and cumulative figures for the quantity and types of waste received. The cumulative figure shall be related to a percentage completion figure for the current phase of operation, or approved operating capacity.
 - (3) Gross Quarterly Revenues: Gross quarterly revenues for calculation of the County's Solid Waste Management Fee.
- q. Annual Reports: Operators shall submit annual reports to the Director of Community and Economic Development, Tri-County Health Department, and the Colorado Department of Public Health and Environment.
- (1) Purpose of Annual Reports: The annual reports shall be used to determine if the amount of the performance bond is still adequate and whether timely progress is being made toward completion or closure, if applicable to the specific operation.
 - (2) Content of Annual Reports: The annual reports shall summarize the following information
 - (a) Waste Types and Volumes: The waste types and volumes handled throughout the year.
 - (b) Operation Completion: The percentage of operation completion to date.
 - (c) Monitoring Information: An interpretation of all monitoring information on a yearly basis.
 - (d) Reclamation Activities: A tabulation of reclamation activities to date.
 - (e) Operational Plans for Following Year: A description of operational plans for the following calendar year.
2. *Landfill Standards (required in addition to General Standards):*
- a. Quality Assurance (QA) Program Required: All operators shall fund an independent quality assurance (QA) quality control

- program to ensure construction of synthetic or clay liners for cells meet required specifications in the approved design and operations plan. The QA program shall be performed by a qualified professional, approved by the Director of Community and Economic Development, representing the County. The expense shall be charged to the operator.
- b. Radiation Monitoring Program: The landfill operator shall operate a radiation monitoring program in accordance with an approved plan.
 - c. Quantity of Paper Permitted: The quantity of paper permitted in a demolition and construction debris landfill is limited and is established by the Board of County Commissioners for each landfill. This standard shall be followed during operations.
3. *Incinerator Standards (required in addition to General Standards):*
- a. Monitoring Program: The specific monitoring program approved by the County for on-site soils and air monitoring shall be followed.
 - b. Waste Minimization Program: The waste minimization program approved by the County shall be followed.
 - c. Ash Transportation: All ash will be transported in a manner minimizing the release of fugitive dust.
 - d. Pollution Control Device Residue Collection: The program for residue collection from air pollution control devices approved by the County shall be followed.
 - e. Incinerator Operation: The incinerator shall be operated in accordance with the approved design and operations plan.
 - f. Radioactivity Monitoring: The operator shall operate a low level radioactivity monitoring program in accordance with an approved plan.
4. *Inert Fill Operation Standards (required in addition to General Standards):*
- a. *Screening of Loads:* Operators shall inspect and screen each load of material brought to the fill site. Trash, organic material, and other waste material not meeting the definition of inert material shall be removed from each load at the screening location. A visual inspection and screening shall be made where loads are offloaded and materials not meeting the definition of inert material shall be removed. All materials removed from the waste stream shall be disposed of at an approved waste disposal facility and records of the transportation disposal shall be kept.

- b. *Fencing*: An eight (8) foot solid screen fence or security fence, with additional screening material, as approved by the Director of Community and Economic Development, shall enclose all outside storage.
 - c. *Traffic Control Plan*: Provisions of the traffic control plan shall be followed.
 - d. *Nuisance Control Plan*: Provisions of the nuisance control plan shall be followed.
 - e. *Appearance*: All sites shall maintain a clean, neat, and orderly appearance. Stockpiles of materials may only be placed as specified in the design and operation plan.
 - f. *Performance Bond*: Prior to commencing operations, and thereafter during the active life of the facility, and for five (5) years after closure, the operator shall post and maintain a performance bond or other approved financial instrument with Adams County. The amount of said bond shall be \$2,000.00 per acre. Should any corrective actions be required by the County in order to protect the health, safety, and general welfare which result from failure of the operator to follow any regulations, standards, or conditions of approval, the performance bond shall be forfeited in an amount sufficient to defray the expense of said actions, including staff time expended by Adams County involved in such corrective actions.
5. *Composting Operation Standards (required in addition to General Standards)*:
- a. *Removal of Trash from Right-of-Way*: Operators shall remove trash, or other waste material, of the type which is brought to the composting facility, along all public rights-of-way within one-half (1/2) mile of the facility.
 - b. *Performance Bond*: Prior to commencing operations, and thereafter during the active life of the facility, the operator shall post and maintain a performance bond or other approved financial instrument with Adams County. Said bond shall be sufficient to ensure compliance with operating conditions of the Permit, the amount of which shall be established by the Board of County Commissioners. Should any corrective actions be required by the County in order to protect the health, safety, and general welfare which result from failure of the operator to follow any regulations, standards, or conditions of approval, the performance bond shall be forfeited in an amount sufficient to defray the expense of said actions, including staff time expended by Adams County involved in such corrective actions.

STATE OF COLORADO

Bill Ritter, Jr., Governor
Martha E. Rudolph, Executive Director

Dedicated to protecting and improving the health and environment of the people of Colorado

4300 Cherry Creek Dr. S. Laboratory Services Division
Denver, Colorado 80246-1530 8100 Lowry Blvd.
Phone (303) 692-2000 Denver, Colorado 80230-6928
TDD Line (303) 691-7700 (303) 692-3090
Located in Glendale, Colorado
<http://www.cdphe.state.co.us>



Colorado Department
of Public Health
and Environment

Certified Mail # 7007 0220 0001 0162 7773
Return Receipt Requested

August 27, 2010

Adams County Board of Commissioners
450 S. 4th Avenue
Brighton, CO 80601

Re: Final Agency Action: Recommendation for Approval with Conditions
Certificate of Designation Application for Speer Inert Landfill – Asphalt Specialties Company

Dear Honorable Commissioners,

The Colorado Department of Public Health and Environment (“the Department”), Hazardous Materials and Waste Management Division (“the Division”) received referral correspondence from Adams County on February 17, 2010. The correspondence included: (1) a memorandum from Adams County Planning and Development Department dated February 12, 2010 requesting the Division’s review of the subject Certificate of Designation (“CD”) application, (2) a document entitled “Certificate of Designation, Operations and Closure Plan for Speer Inert Landfill, Adams County, Colorado” prepared by Asphalt Specialties Company, Inc., (“ASCI”), dated May 2009 (“the Plan”), and (3) “Addendum to Certificate of Designation Operations and Closure Plan for Speer Inert Landfill, Adams County, Colorado,” prepared by ASCI, dated January 25, 2010. The Division conducted a completeness review of the CD application in accordance with procedures outlined in State statute, C.R.S. §30-20-103 *et seq.*, and corresponding Regulations Pertaining to Solid Waste Sites and Facilities, 6 CCR 1007-2, Part 1 (“the Solid Waste Regulations”). By its letter dated March 11, 2010 the Division notified ASCI that the Plan was incomplete. On April 20, 2010, the Division received Revision 1 to the Plan dated April 2010 (“Revision 1”). By letter dated April 27, 2010, the Division notified ASCI that the Revision 1 was substantially complete, and provided preliminary technical comments and identified issues requiring additional information. ASCI provided responses to preliminary comments, and transmitted additional information in its letter dated May 28, 2010.

The Division initiated a 30-day written public comment period by publishing a public notice in the *Your Hub* section of *The Denver Post* newspaper on May 13, 2010. The Division received no comments during the 30-day public comment period which concluded on June 14, 2010.

August 27, 2010

Adams County Board of Commissioners

Final Agency Action: Recommendation for Approval with Conditions

Certificate of Designation Application for Speer Inert Landfill – Asphalt Specialties Company

Page 2

The Division conducted and completed its comprehensive technical review of Revision 1 and ASCI's May 28, 2010 response document in accordance with procedures outlined in State statute and corresponding Solid Waste Regulations. The comments from the Division's comprehensive technical review of Revision 1 were provided to ASCI in a letter dated July 21, 2010. The Division's July 21st letter required ASCI to modify certain provisions from Revision 1 and its response document and submit an updated Plan.

In response to the Division's July 21, 2010 letter, the Division received two documents: (1) a memorandum from ASCI titled "Alluvial Groundwater Levels at Speer Inert Fill Site" dated August 9, 2010, and (2) a revised Operations and Closure Plan dated August 2010 ("Revision 2") received on August 11, 2010. For ease of review, ASCI presented all proposed modifications for Revision 2 in bold font. The Division has reviewed Revision 2 for technical merit. It is the determination of the Division that the proposed facility can comply with the technical, environmental, and public health standards in the Act and corresponding Solid Waste Regulations if the facility is constructed, operated, and monitored as detailed in Revision 2, and with the conditions of the Division as stated in this letter. Based on this assessment, the Division recommends, as final agency action, that this facility may be approved by Adams County, with the conditions set forth herein and with any additional local restrictions Adams County may choose to impose. The required conditions are as follows:

1. Section 4.1 of Revision 2 stipulates that asphalt materials must be placed at least 1 foot above the seasonal high alluvial groundwater table elevation. Section 4.1 also includes the following statement: "*ASCI has determined that the elevation of one-foot above the seasonal-high groundwater elevation is 5008 ft. above MSL.*" The groundwater elevation data provided by ASCI shows that the groundwater table elevations prior to dewatering varied significantly across the site. For example, a topographic map of the site from a 1999 aerial survey shows an elevation of 5011.6 feet for surface water in a former pond near the southern end of the site. Given the characteristics of the alluvial soil (i.e., sand and gravel) that existed in 1999, the water elevation in the pond is likely to be a surface expression of the groundwater elevation that existed in that area of the site in 1999 prior to dewatering activities. Consequently, the Division believes that the groundwater table could return to elevations that are higher than 5008 feet above MSL at some locations at the site following cessation of groundwater dewatering activities. Therefore, prior to placement of any asphalt materials, and following cessation of dewatering activities, the Division requires ASCI to assess and document stabilized groundwater elevations at the site. The groundwater level documentation and assessment must be provided to the Division for its review and approval prior to placement of any asphalt materials at the site.
2. Section 8 of Revision 2 includes the following statement: "*Approximately 18 inches (1.5 ft.) of topsoil or clean fill dirt will be placed on top of all filled materials as final cover.*" Pursuant to the requirements in Section 3.5.3 of the Solid Waste Regulations, the Division requires the final cover to consist of at least 24 inches of clean soil. The upper 6 inches of final cover shall consist of topsoil capable of supporting vegetation. The Division does not require a compaction specification or permeability specification since the site is being proposed as an inert material landfill.

August 27, 2010

Adams County Board of Commissioners

Final Agency Action: Recommendation for Approval with Conditions

Certificate of Designation Application for Speer Inert Landfill – Asphalt Specialties Company

Page 3

3. Section 8 of Revision 2 includes the following statement: *“ASCI will institute a Construction Quality Assurance/Quality Control Plan (CQA/QCP) for the assurance of final grade construction and completion for the Speer inert fill site for the soil cover.”* If Adams County approves the CD application, ASCI must submit the CQA/QCP to the Division for its review and approval within sixty (60) calendar days following approval of the CD application.

4. Section 11.1 of Revision 2 includes the following statement: *“As discussed with CDPHE personnel during a meeting in March 2010 regarding this application, a bond held by the State of Colorado through DRMS bonds the Speer site in the amount of \$678,000.00 for complete reclamation per the most recently approved amendment to the permit. ASCI requests that rather than bond to two different Colorado state agencies for the same procedures, that one bond be implemented for this site.”* The DRMS bond addresses reclamation of the Speer site. Typically, DRMS financial assurance requirements do not address the post-closure monitoring and maintenance of the site pursuant to requirements of the Solid Waste Regulations should Adams County approve the CD application. Therefore, the Division approves the DRMS financial assurance for the closure portion of the Division’s financial assurance requirements. However, additional financial assurance must be established for post-closure costs pursuant to the requirements in Section 1.8 of the Solid Waste Regulations. If the Adams County Commissioners approve the CD application, the additional post-closure financial assurance shall be submitted to the Division for review and approval within thirty (30) calendar days of the approval decision.

The Division approves the post-closure cost estimate of \$362,382.00. Please note that pursuant to the requirements in Section 1.8.3 of the Solid Waste Regulations, the post-closure cost estimate must be adjusted annually to account for inflation or deflation by using the implicit price deflator for the gross domestic product. Additionally, ASCI must replace the original cost estimate every five (5) years unless otherwise required by the Division. Both the annual adjustment and the 5-year update cost estimates must be submitted to the Division for review and approval.

5. In addition to complying with the Solid Waste Regulations, ASCI must comply with all relevant federal, state, and local regulations including but not limited to the requirements of the Division of Reclamation Mining and Safety, the Division of Water Resources, the Water Quality Control Division, and the Air Pollution Control Division. The facility shall also comply with all local laws, ordinances, and CD conditions.

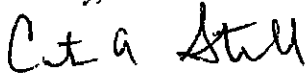
As required by the Act, 30-20-104(3)(a) and (3)(b), Adams County is obligated to notify its citizens and conduct a public hearing regarding the proposed solid waste facility. Please forward a copy of the County’s final resolution concerning the CD issuance or denial to the Division.

The Division is authorized to bill for its review of technical submittals pursuant to the provisions set forth in Section 1.7 of the Solid Waste Regulations. Division staff charges its time at \$125.00 per

hour. An invoice for the Division's technical review of the CD application will be transmitted to Asphalt Specialties under separate cover.

Should you have questions, or if you would like to schedule a meeting to discuss our comments, please contact Curt Stovall at (303) 692-2295 (curtis.stovall@state.co.us) or Roger Doak at (303) 692-3437 (roger.doak@state.co.us).

Sincerely,



Curt Stovall, P.E.
Environmental Protection Specialist
Solid Waste and Material Management Unit
Hazardous Materials and Waste
Management Division



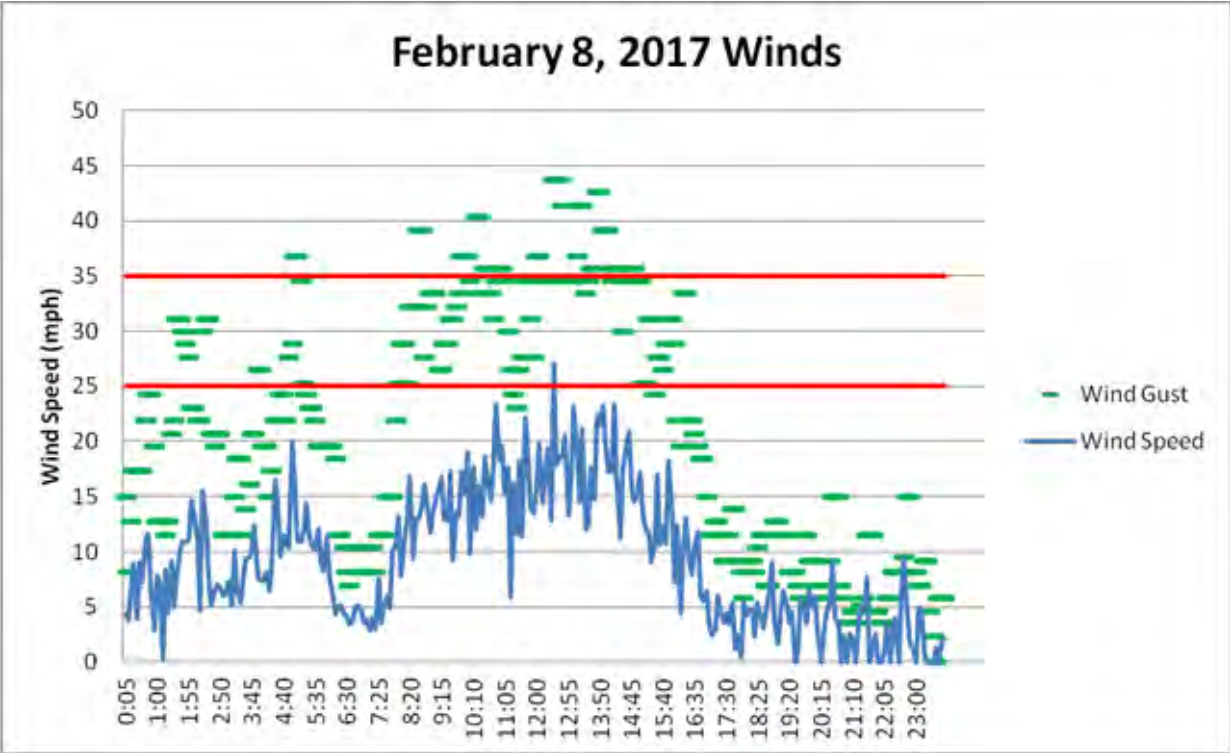
Roger Doak
Permitting Group Unit Leader
Solid Waste and Material Management Unit
Hazardous Materials and Waste
Management Division

- cc: David Bird – Division of Reclamation Mining and Safety
Ioana Comaniciu – Division of Water Resources
Dan Hunt – Asphalt Specialties Company
Deanne Kelly – Tri-County Health Department
Christopher La Rue – Adams County Planning and Development Department
Rob Laird – Asphalt Specialties Company
Craig Tessmer – Adams County Planning and Development Department
- ec: Gary Beers – Water Quality Control Division
Darrell Dearborn – Hazardous Materials and Waste Management Division
Dana Podell – Air Pollution Control Division

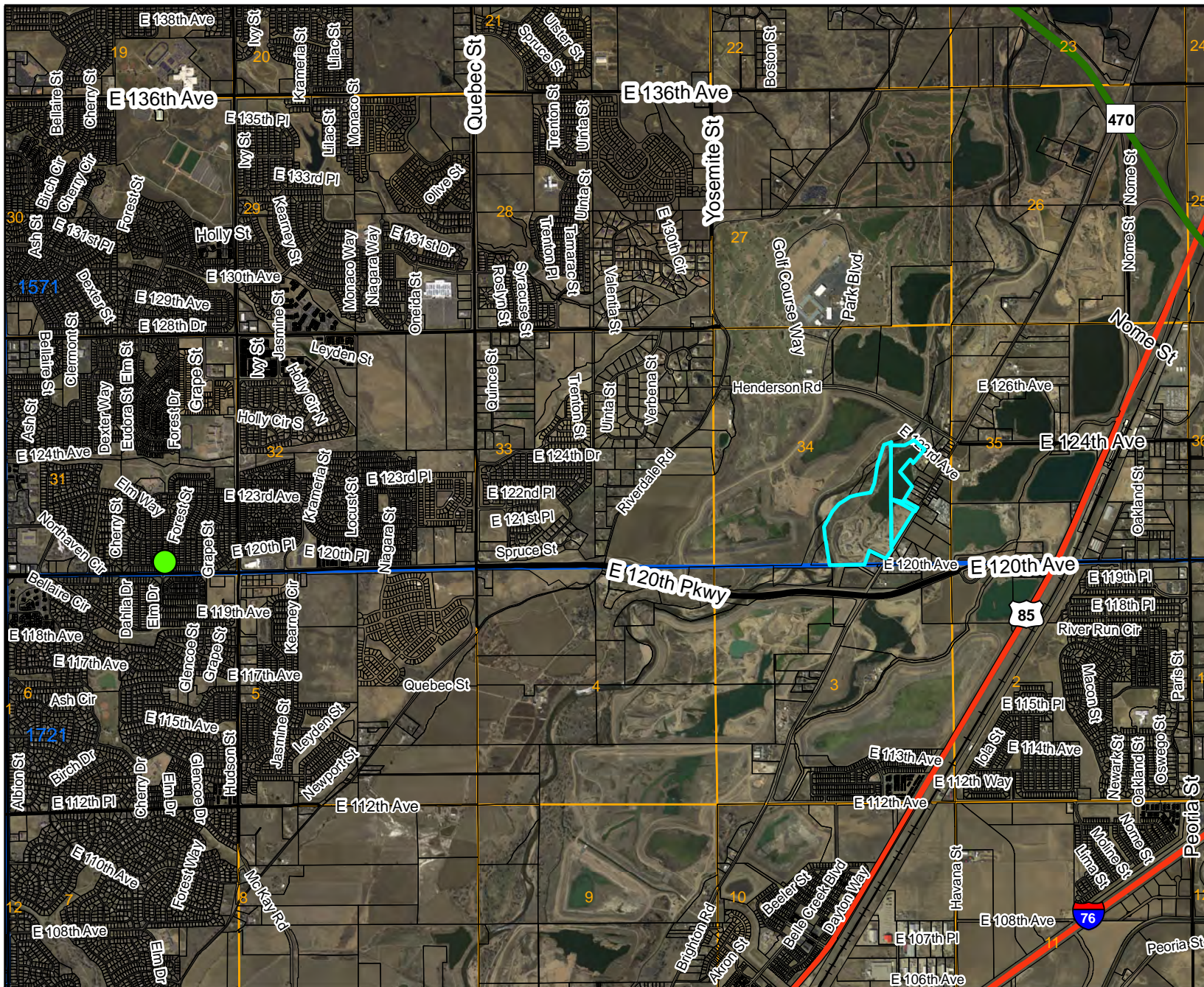
File: SW/ADM/SPE 2.1

From: [Jen Rutter](#)
To: [Nana Appiah](#); [Chris LaRue](#); [Christine Francescani](#)
Subject: Speer Pit Inspection Winds
Date: Friday, March 03, 2017 8:50:20 AM
Attachments: [ThorntonWeatherStationMap.pdf](#)
[image002.png](#)

All,
In case we need it, I acquired wind speed data (5-minute intervals) from a local weather sensor for the date of the Speer Pit Inspection. The map shows its location relative to the Speer Pit (~2.8 miles west).



Jen Rutter
Senior Environmental Analyst, *Community & Economic Development Department*
ADAMS COUNTY, COLORADO
4430 South Adams County Parkway, 1st Floor, Suite W2000A
Brighton, CO 80601
o: 720.523.6841 | jrutter@adcogov.org
www.adcogov.org



LEGEND

- ★ Special Zoning Conditions
- 3 Section Numbers
- Railroad
- Major Water
- Zoning Line
- Sections

Zoning Districts

- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)
- Airport Noise Overlay

Green Dot - Thornton Weather Station
Outlined Light Blue - Speer Pit



For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy

Community & Economic
Development Department
Development Services Division
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218
PHONE 720.523.6800
FAX 720.523.6967

Public Hearing Notification

| | |
|---------------------------------------------|-------------------------|
| Case Name: | Asphalt Specialties Co. |
| Case Number: | EXG2009-00002 |
| Board of County Commissioners Hearing Date: | 03/14/2017 at 9:30 a.m. |

February 23, 2017

A public hearing has been set by the Adams County Board of County Commissioners to consider the following request:

Suspension or revocation of the Certificate of Designation (fill permit) granted to Asphalt Specialties through Case # EXG2009-00002

This request is located at: 12021 BRIGHTON RD

The Assessor's Parcel Number(s): 0157134000075, 0157134402001, 0157134000037

Applicant Information: ASPHALT SPECIALTIES CO INC
10100 DALLAS STREET
HENDERSON, CO 80640

The hearing will be held in the Adams County Hearing Room located at 4430 South Adams County Parkway, Brighton CO 80601-8216. This will be a public hearing and any interested parties may attend and be heard. The Applicant and Representative's presence at these hearings is requested. If you require any special accommodations (e.g., wheelchair accessibility, an interpreter for the hearing impaired, etc.) please contact the Adams County Community and Economic Development Department at (720) 523-6800 (or if this is a long distance call, please use the County's toll free telephone number at 1-800-824-7842) prior to the meeting date.

For further information regarding this case, please contact the Department of Community and Economic Development, 4430 S Adams County Parkway, Brighton, CO 80601, 720-523-6800. This is also the location where maps and/or text certified by the Planning Commission may be viewed.

Thank you,

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Erik Hansen
DISTRICT 3

Steve O'Doriso
DISTRICT 4

Mary Hodge
DISTRICT 5

Christopher C. LaRue

Christopher C. LaRue
Senior Planner

Community & Economic
Development Department
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218
PHONE 720.523.6800
FAX 720.523.6967

February 24, 2017

Asphalt Specialties
c/o Rob Laird
10100 Dallas Street
Henderson, CO 80640

**RE: NOTICE OF SHOW CAUSE HEARING
12021 Brighton Road**

PIN #s: 0157134000075, 0157134402001, & 0157134000037
Case #: EXG2009-00002
Case Name: Speer/Asphalt Specialties Certificate of Designation

Mr. Laird:

Per Section 1-02-01-02-09 of the Adams County Development Standards and Regulations, a public hearing has been scheduled before the Adams County Board of County Commissioners to consider the following:

Suspension or revocation of the Certificate of Designation granted to Asphalt Specialties through Case # EXG2009-00002

The grounds for the proposed revocation are based on violations of the previously issued Certificate of Designation (CD). The violations were noted during a site inspection that occurred on February 8, 2017. This inspection identified the following violations regarding the required performance of the CD:

1. The facility is accepting non-inert material including rebar and other metals (required condition # 16 of the CD).
2. The facility is not monitoring wind speeds to determine if operations should be ceased during periods of high winds (required condition # 9 of the CD). On the date of the inspection the facility was operating during a period of high wind.

In addition to the noted violations during the inspection, there is an open violation for continuing to operate a recycling facility without a permit on the property. The Certificate of Designation and Section 4-06-01-02-01-06 of the County's Development Standards and Regulations also requires screen fencing to conceal outside storage from all adjacent right-of-ways. There is

BOARD OF COUNTY COMMISSIONERS

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DISTRICT 5

storage of materials on the property without a screen fence, this is a violation of the County's Development Standards and Regulations and the approved Certificate of Designation. Further, the Certificate of Designation and Section 4-06-01-02-01-08 of the County's Development Standards requires outdoor storage to not be allowed above the height of the property's screening fence. Storage of materials on the property exceeds the height of eight feet. Finally, the site appears to be storing items truck trailers, roadway signs, etc. that were not permitted as part of the Certificate of Designation.

Per Section 1-02-01-02-09, the Board of County Commissioners may revoke or suspend a permit if a permit holder or operator conducting a use fails to abide by the terms, requirements or conditions of the permit.

Your presence is required on Tuesday, March 14, 2017 at 9:30 A.M., to show cause why the Certificate of Designation should not be suspended or revoked. This hearing will be at the Adams County Government Center Hearing Room, located at 4430 South Adams County Parkway.

The hearing will be open to the public and any interested person may attend and be heard. If you require special accommodations (e.g. wheelchair accessibility, interpreter for the hearing impaired, etc.), please contact the Adams County Community and Economic Development Department prior to the meeting date.

If you have any questions or concerns, you may contact me at (720) 523-6858.

Sincerely,

A handwritten signature in cursive script that reads "Christopher C. La Rue". The signature is written in dark ink and is positioned above the typed name and title.

Christopher C. La Rue
Senior Planner



Public Hearing Notification

| | |
|---------------------------------------------|-------------------------|
| Case Name: | Asphalt Specialties Co. |
| Case Number: | RCU2016-00025 |
| Board of County Commissioners Hearing Date: | 05/23/2017 at 9:30 a.m. |

April 25, 2017

A public hearing has been set by the Adams County Planning Commission and the Board of County Commissioners to consider the following request:

Suspension or revocation of a certificate of designation granted to Asphalt Specialties through Case # EXG2009-00002 for inert filling.

The proposed use will be: Industrial

This request is located at: 12021 BRIGHTON RD

The Assessor's Parcel Number(s): 0157134000075, 0157134402001, 0157134000037

Applicant Information: ASPHALT SPECIALTIES CO INC
10100 DALLAS STREET
HENDERSON, CO 80640

The hearing will be held in the Adams County Hearing Room located at 4430 South Adams County Parkway, Brighton CO 80601-8216. This will be a public hearing and any interested parties may attend and be heard. The Applicant and Representative's presence at these hearings is requested. If you require any special accommodations (e.g., wheelchair accessibility, an interpreter for the hearing impaired, etc.) please contact the Adams County Community and Economic Development Department at (720) 523-6800 (or if this is a long distance call, please use the County's toll free telephone number at 1-800-824-7842) prior to the meeting date.

For further information regarding this case, please contact the Department of Community and Economic Development, 4430 S Adams County Parkway, Brighton, CO 80601, 720-523-6800. This is also the location where maps and/or text certified by the Planning Commission may be viewed. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at

www.adcogov.org/planning/currentcases.

Thank you,

A handwritten signature in black ink that reads "Christopher C. LaRue". The signature is written in a cursive style with a large initial 'C' and a long, sweeping tail on the 'e'.

Christopher C. LaRue
Senior Planner

CERTIFICATE OF POSTING



I, Christopher C. La Rue do hereby certify that I had the property posted at

12021 Brighton Road

on March 4, 2017

in accordance with the requirements of the Adams County Zoning Regulations

Christopher C. LaRue

Christopher C. La Rue



Dedicated to protecting and improving the health and environment of the people of Colorado

March 28, 2017

Dan Hunt
 Asphalt Specialties - Speer Inert Fill
 c/o Dietrich Hoefner
 Lewis Rocha Rothgerber Christie LLP
 1200 17th Street Ste 3000
 Denver CO 80202

Re: No Further Action Letter for Speer Inert Fill
 12021 Brighton Road
 Henderson, CO 80640
 SW/ADM/SPE 1.6

Dear Messers. Hunt and Hoefner,

On February 15, 2017, the Colorado Department of Public Health and Environment, Hazardous Materials and Waste Management Division ("Division"), issued a Compliance Advisory to Speer Inert Landfill for being out of compliance with the Solid Wastes Disposal Sites and Facilities Act, CRS 30-20-100.5, *et. seq.* (the Act) and/or the Regulations Pertaining to Solid Waste Sites and Facilities, 6 CCR 1007-2 (the Regulations). The Compliance Advisory cited deficiencies related to the disposal of solid waste on the property located at 12021 Brighton Road, Henderson, CO 80640. The deficiencies were as follows: 1) Speer Inert Landfill is not monitoring wind speeds, and unable to determine if operations need to be ceased during periods of high wind warnings (Section 2.1.11); and 2) Speer Inert Landfill is accepting rebar and other metals for final disposal (Section 2.1.2(C)).

The Compliance Advisory provided the respondents with the following requested actions necessary for the facility to return to compliance with the Act and Regulations: 1) Immediately implement a wind monitoring program by either (a) obtaining a wind velocity measuring device; or (b) obtain hourly wind speed readings from the nearest national weather service office; 2) Immediately cease the disposal of rebar and/or other metal items at the Facility; and 3) Within forty-five (45) calendar days from the date of the Compliance Advisory, remove all rebar and metals from the pond that are visible and retrievable.

In response to the Compliance Advisory, on March 24, 2017, the respondents submitted documentation showing that the deficiencies have been corrected. A wind speed monitor has been installed at the facility, and all visible rebar has been removed.

Based upon the submitted information, the Division finds that compliance with some or all of the regulatory requirements relative to deficiencies cited in the Notice of Inspection have been achieved. This No Further Action letter serves to document that the deficiencies cited in the Notice of Inspection have been remedied as of the date of this letter, and no further action by the respondent is necessary in order to come into compliance with the specified requirements. This correspondence shall serve as the No Further Action Letter required in Section 1.9.3 of the Regulations and will be attached to the



Inspection Report in the facility's file. This correspondence also confirms that the Compliance Advisory requested that only the visible rebar be removed. The Division did not, and does not intend to, request that any unseen rebar that may already be in the pit be removed.

Should you have questions, please contact Jennifer Reynolds at (303) 692-3408 or Ed Smith at (303) 692-3386.

Sincerely,



Jennifer Reynolds
Environmental Protection Specialist
Solid Waste Compliance Assurance Unit
Solid and Hazardous Waste Program

EC: Jen Rutter, Adams County Planning
Augusta Allen, Adams County Code Enforcement
Lisa Oliveto, Tri-County Health Department
Andy Todd, HMWMD
Ed Smith, HMWMD
SW Tracking



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SPEER INERT LANDFILL**Corrective Action Plan**

This Corrective Action Plan responds to Adams County's request that ASCI "submit and have approved a corrective action plan for the operation to address the noted operational violations of the certificate of designation."

The plan explains the actions that ASCI has taken and will take with respect to management and operations of its Speer Facility, including dust mitigation, air quality, training of staff members on site, hours of operation, and safeguards such as visual inspection of materials and onsite monitoring to prevent non-inert materials from being placed in the landfill. This plan incorporates by reference the 2017 Operational Procedures for the Speer Facility, which is attached to this document.

I. Noted Operational Violations of the Certificate of Designation

Condition of CD: (3) All conditions set forth by the Colorado Department of Public Health and Environment (Solid Waste and Material Management Unit) as stated in their letter August 27, 2010 (see exhibits 2.1 & 2.5) shall be considered as conditions in this case.

Violation: The Colorado Department of Health (CDPHE) issued a citation to the property owners on February 15, 2017. This violation pertains to the facility accepting non-inert material (including rebar and other materials). In addition, CDPHE also cited the permittee for not monitoring wind speeds to determine whether or not operations should be ceased during periods of high winds.

ASCI response action: ASCI has removed the materials of concern and installed a local windspeed-monitoring station at its facility. CDPHE has determined that the minor violations cited in the February 15, 2017 Compliance Advisory have been remedied as of March 28, 2017 and that no further action is required by ASCI is necessary in order to come into compliance with the CDPHE requirements. All visible non-inert material including rebar was removed from edge of fill areas. The site was inspected by Adams County Staff for compliance on March 28, 2017 and no violations were noted. ASCI will continue to hold regular training sessions for site personnel on the materials that can be accepted at the facility.

Condition of CD: (9) The facility shall cease operations during periods of high winds. High winds shall be defined as when wind speeds exceed 35 mph or a sustained 25mph.

Violation: Staff found no wind monitoring devices to gauge the speed of wind during an inspection on February 8, 2017. In addition, the operation staff on the site were unaware of the condition requiring them to close the site when the wind gust exceeds 35 mph. County staff has records of wind gusts exceeding 40 mph on the day of the inspection, during which the site was operating in violation.

ASCI response action: ASCI has installed a local windspeed-monitoring station that was inspected by Adams County on March 28, 2017. ASCI will monitor windspeed and shut down operations during wind events that exceed the windspeed limits for the facility. ASCI has adopted an internal policy as part of its operations plan for the site that requires site personnel to stop operations and temporarily halt activities following any wind event that exceeds the limits for the facility. ASCI has sought additional clarification from Adams County on how long it must remain shut down after the last wind event that is in excess of the permit limits. Adams County has indicated that it does not have a policy addressing the issue, and that the corrective action described herein puts the facility in compliance with its windspeed-monitoring obligations.

Condition of CD: (11) All applicable operational standards found within the Solid and Hazardous Waste Disposal section of the Adams County Development Standards shall be followed.

Violation: Per Section 4-10-02-03-02 of the County's Development Standards and Regulations, Solid and Hazardous Waste Disposal Requirements, outdoor storage and activities are required to be screened with a solid screen fence. In addition, the outdoor storage areas are to maintain attractive visual screening from any public right-of-way from which the facility is visible. Currently, there is no screen fencing on the property or screening materials providing attractive visual screening any adjacent right-of-ways from which the property is visible. There is an existing chain link fence around the property that is in disrepair. The property is visible from East 120th Avenue.

ASCI response action: ASCI has placed berms and removed fence as per Adams County recommendations: "Permittee shall repair or replace the perimeter fence surrounding the property in accordance with the County's regulations or, alternatively, construct a seeded earthen berm to screen the property from view. If the fence remains on the property, Permittee shall repair and maintain it."

Condition of CD: (14) Authorized personnel trained to recognize non-inert material shall be present on site while filling is taking place and shall inspect and screen each load of material brought to the fill site. Trash, organic material, and other waste material not meeting the definition of inert material shall be removed from each load at the screening location. A visual inspection and screening shall be made where loads are offloaded and materials not meeting the definition of inert material shall be removed. All materials removed from the waste stream shall be disposed of at an approved waste disposal facility at regular intervals and records of the transportation disposal shall be kept.

ASCI response action: ASCI will continue to hold training sessions for site personnel on proper inspection procedures, the types of materials will be accepted at the facility, removal of non-inert materials, and proper disposal of non-inert materials. Specifically, a training for all site personnel will be held to address the items in this Corrective Action Plan. See attached 2017 Operational Procedures for the Speer Facility.

Condition of CD: (16) All materials must be inert, as defined in the Adams County Development Standards and Regulations including: non-water soluble and non-putrescible solids together with such minor amounts and types of other materials as will not significantly affect the inert nature of such solids, as determined by Adams County. The term includes, but is not limited to, earth, sand, gravel, rock, concrete (which has been in a hardened state for at least sixty (60) days), masonry, asphalt paving fragments

which are not located in the water table, and other inert solids including those the Colorado Department of Health may identify by regulation. Street sweepings from street cleaning machines are not considered inert material and are instead considered solid waste.

ASCI response plan: See response above. ASCI will continue to hold training sessions for site personnel on these items, with a special training held to address this Corrective Action Plan.

ASPHALT



SPECIALTIES CO.®

10100 Dallas St. • Henderson, CO 80640 • (303) 289-8555 • Fax: (303) 289-7707

**2017 OPERATIONAL PROCEDURES
SPEER FACILITY -- 12021 Brighton Road, Henderson, CO 80640**

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I. Hours:

The Facility will maintain normal operating hours of 6 am to 6 pm, Monday through Saturday. The Facility fill will not normally be open Sundays or holidays. The following holidays are the minimum holidays that will be observed by Facility personnel:

- New Years Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving
- Christmas Day

During operating hours, the Facility will shut down when wind speeds as measured on site exceed 25 mph, or when there is a wind gust that exceeds 35 mph. The facility will resume operations when wind speeds, including gusts, fall back below these thresholds.

II. Key Contacts:

(303) 994-0361 Scale House

(303) 435-4458 Mike cell

(303) 304-4570 Willard cell

III. Personnel and Equipment

The Facility will generally have two employees onsite during operational hours. There should always be, at a minimum, one qualified operations personnel on site during operational hours to monitor activities. Site personnel include a qualified person at the check-in station to log-in and screen loads and a laborer to direct trucks to the proper location to dump. An equipment operator may be stationed on the site to push loads into the pit after they have been secondarily screened by the operations manager or his designee.

IV. Facility Layout

The Facility has three areas of operation: delivery-receiving, placement of materials, and equipment parking. The previously backfilled areas (with clean fill dirt) north and west-southwest of the former scale and office area will be used as areas for dumping of clean fill dirt and inert construction materials. *Inert materials will be placed on the pit edge wherever the current filling location is to be* and will be pushed into the pit after secondary screening. Unauthorized access to the site is prevented with fencing, berms and locked gates.

V. Daily Awareness:

(a) Safety

- Review Emergency Procedures.
- Inhouse orientation provided for new personnel.
- Site Map – traffic pattern, pile locations, open water, restricted areas.
 - Updated site maps provided as site conditions change.
- Increased Volumes – Means busy site, BE AWARE of your surroundings.
- Keeping trucks away from entrance to ensure traffic flow.
- Aware of who is onsite at ALL times, be aware of surroundings
- Unauthorized visitors must check in at scale house.
- Scale House communicates to site personnel what is needed and to watch loads.
 - Use company radio's and cell phones as needed.

(b) Operational Procedures:

- Scale House is the first point of contact for the Facility.
- Regulating Agencies and other visitors must check in at gate and notify proper personnel for escorting.
- All loads must be screened—site personnel must be familiar with materials screening and acceptance requirements.
 - Trucks must rollback tarps for viewing by scale and loader personnel.
 - All rejected loads will be sent offsite and documentation kept onsite.
- Loads must be tracked— know the source of material and what is in it.
- Operators should be aware of what is being put into the fill, second point of identification.
- Rejected Loads at 2nd point – communicate to loader operator and to scale house.
- Dust Control – monitor and prep traffic routes.
- All trash from Lake areas to be monitored and disposed in onsite trash roll-off's.
- All metals to be placed in metal recycle roll-off containers.
- Recordkeeping— know who is paying for load or how it will be paid. Must keep records of what is accepted and from whom.
- Placement of loads – where are you directing them onsite.
- Operators must help direct traffic to correct locations.
- Contaminated materials – what to do for spills/clean up procedures, contact info.
- Overview of County and State permitting for site and requirements under permits.
- Monitor Weather Station – Facility Acurite weather station at scale and on managers cellphone app. Facility must be shut down when wind speed exceeds 25 mph or gust exceeds 35 mph.
- Maximum speed limits 5 MPH onsite.
- Check Brighton Road for tracking – several times daily.

- No Jake brakes allowed.

VI. Materials Handling and Screening Procedures

(a) Proactive Screening

Prior to granting approval for inert material acceptance on a larger hauling and dumping project, a verbal agreement will be made between the hauling company and ASCI. The verbal agreements will include interview questions on the type of activity generating the inert materials, the location, whether any contamination is known to be generated at the source site, the approximate quantity, and any information available concerning the potential for encountering contamination. The source location of materials is then known and will be typically checked by ASCI personnel to verify the activities and screen for the potential of unacceptable or contaminated materials. Any observed abnormalities would need to be explained or an evaluation done prior to inert materials being delivered from the source site to the Facility.

Companies that have been known to deliver materials that were not described initially as being contaminated or were found to be unacceptable or contaminated are taken off the approved list and will remain off the approved list until such time that they can demonstrate regular compliance with ASCI rules.

(b) On-site Field Screening

For individual loads coming from an unknown source, the load will be thoroughly screened at the scalehouse and the driver will be asked information as to where the load originated from. The driver then will be required to sign a "manifest" placing the burden of proof on the driver. Legal information will be taken from the driver so that, in the case of contaminated materials, the source can be checked. All records will be maintained for the active life of the Facility and for the entire period of the post-closure period which may be as long 30 years.

During inert materials delivery, temporary stockpiling, or activities involving the inspection or movement of inert materials on the site, the inert materials will be screened for suspected contamination by using the following procedures:

Petroleum Hydrocarbon Contamination

- Visual observation of soil conditions looking for soil staining, soil discoloration, changes in moisture, or other unusual soil conditions.
- Visual observation for aggregate bedding materials commonly found around piping or underground storage tanks.
- Odor observation in the area of excavation indicating petroleum hydrocarbons.
- Odor observation of suspected soils by picking up a handful of soil and using olfactory senses to determine if suspicious soils might be contaminated.

Other Contamination

- Visual observation for trash or debris possibly indicating the presence of uncontrolled/unauthorized or historic landfilling.
- Visual observation for non-soil-like materials including asbestos chips, asbestos piping, lead-based paint chips, etc.
- Visual observation for other irregularities in the inert materials.

If materials that are being attempted to be delivered to the Facility appear to be obviously or grossly contaminated, the driver will be immediately turned away and will not be allowed to dump at the Facility. Other suspicious inert materials will be segregated for additional evaluation. A person or persons familiar with inert materials contamination will evaluate the segregated suspicious soils further. If the evaluation suggests that contamination could be present, environmental sampling will be completed. Inert materials suspected to be contaminated would not be allowed for continued delivery to the Facility until such time that a lack of contamination can be verified.

The segregated inert materials will be separated from other work areas with barricades, caution tape, traffic cones, or other means. The segregated inert material will have restricted access to the areas by personnel, minimizing potential worker or public exposure and inadvertent handling of the potentially contaminated materials.

(c) Field Screening Methods

Field screening methods may be used to determine potential inert material contamination. The field screening methods include headspace/PID screening, draeger tubes (or equivalent), colorimetric field kits, infrared (IR) analysis for TPH in soil, pH, conductivity, temperature and other methods, depending on the known or suspected contaminants or purpose of screening. Field screening methods may be done independently or periodic laboratory testing may be employed to verify the field screening results. Field screening equipment will be calibrated according to the manufacturer specifications prior to and periodically during the field use. This applies to equipment used for on-site chemical measurements such as pH, electrical conductivity, and temperature. Instruments and equipment used to gather, generate, or measure environmental data in the field will be calibrated with sufficient frequency and in such a manner that accuracy and reproducibility of the results are consistent with the manufacturer specifications.

Finally, ASCI performs the TCLP analysis for the 8 RCRA metals on sample(s) collected from soils that have been brought to the Facility and that have been screened both by visual and olfactory methods, and may or may not have had field screening performed on them as described above, and have been found to be questionable as to suitability from a potential contamination issue for fill within the pit. These soils will be set aside and will be tested by the TCLP method.

The results of the TCLP analysis will determine the suitability of the soils brought to the Facility for placement as fill. If the leachate values are equal to or below the Leachate Reference Concentration values in the CSEV Table 1, the soils will be suitable for placement within the fill site below the groundwater table. Conversely, if the Leachate Reference Concentration values are above the threshold value, the soils will not be placed into the Facility.

(d) Acceptable Materials

The Facility accepts only the following materials: non-water soluble and non-putrescible solids together with such minor amounts and types of other materials as will not significantly affect the inert nature of such solids. This includes solid asphalt, solid concrete (hardened for 60 days), rock/aggregate, dirt/earth/sand, clay/tiles/concrete, blocks/bricks.

The Facility is open to our internal contracting and established customers. All loads brought in for disposal must be pre-authorized by the ASCI Site Manager and Pit personnel.

- Each load will require a manifest of source with driver's name and contact number.
- Each Load – manifests, driver sign-off, recorded tickets.
- Pit personnel with vehicle driver will provide identification of materials brought into this site. Includes visual observation (discolorations, stains, uncharacteristic conditions of materials) and odor observation (unusual smell).
- If there is any question to condition of loads before accepting site manager must review material.

Organic materials such as wood, tree branches, tree roots, garbage, paint, dry wall, plaster, or any other type of vegetative matter will not be allowed and loads will be rejected with applied fees associated. Copy of manifest will be kept on file for all rejected loads. "NO ORGANIC MATERIALS"

- No street sweepings.
- No concrete with glue caulking epoxy.
- Dirt / Earth / Soil free of trash and debris will be allowed.
- Aggregates / Sand / Rock free of trash and debris will be allowed.
- Concrete and broken up concrete pieces will be allowed.
- Concrete pipe and masonry materials will be allowed.
- Solid Asphalt free of trash or debris will be allowed.
- Asphalt fragments will be allowed.
- Mixed loads (Asphalt/Aggregates/Dirt) free of trash and debris will be allowed.

Contaminated soils are not acceptable at the Facility. Contaminated soils include petroleum hydrocarbon contaminated materials, organic demolition debris (wood, gypsum, etc.), excessive vegetation (trees, tree limbs, shrubbery, etc.), and other non-inert materials. Additionally, soils cannot be contaminated with asbestos, paint chips, or other potentially hazardous materials.

Fill placement should proceed as follows:

- The inert filling process will start from the base of the previously mined sand & gravel excavation. All inert material can be backfilled into the pit except hardened asphalt, and

- concrete with attached rebar until 2 ft. (24 inches) below the required final grade of the completed fill areas, when topsoil will be used to complete reclamation of the site. (Zone 1).
- Loads will be directed to unloading locations by scale or pit personnel. Each driver will be provided a site and traffic route maps, if needed. If driver needs help, loader operators will guide trucks to specified unload area.
 - When unloading materials at the site, trucks will unload their material away from edge of pit for the final screening process by loader operators, 2nd point of visual. Inert material will be moved into pit with dozer or loaders only after confirmation that the material is free of containments.
 - Loads that contain asphalt material will be directed to designated area away from pit area on designated area within the Facility. This asphalt material will be moved for placement on the second shelf fill level once bench area has been prepared.
 - Once enough clean dirt and inert material (described above) has been placed one (1') above the average alluvial water table, hardened asphalt material combined with other inert material allowed to be backfilled into the site beginning only a minimum 1 foot above the seasonal high groundwater elevation (5008 ft.), which would be 5009 ft., along with other inert materials until 2 ft. below the final grade where the soil/topsoil cover will be placed. (Zoned 2).
 - The final 2 ft. of the site will be backfilled with 18 inches of clean soil with a final 6 inches of topsoil capable of supporting vegetation. (Zone 3).

VII. Delivery and Receiving

Transporters enter the facility through the entrance gate located on Brighton Rd. A separate gate will be used for traffic exiting the site. The exit gate is located along the same fence line south of the entrance gate boundary. The traffic pattern is designed to minimize the potential for accidents on site and to facilitate easy unloading. Exhibits 1 and 2 of the application display the entrance and exit locations to the site. Traffic cones and signs will direct transporters to the daily-designated unloading area.

VIII. Record-keeping

ASCI will maintain records of deliveries of materials to the site on a daily basis. Drivers are required to sign-in listing the company, the location of the source of materials, checking what types of inert materials are included (i.e. concrete, asphalt, dirt, etc.) and the number of loads on a daily basis. Prior to granting approval for a large quantity of inert material acceptance, a verbal agreement will be made between the hauling company and ASCI. The source location of materials is then known and will be typically checked by ASCI personnel to verify the activities and screen for the potential of unacceptable or contaminated materials.

For individual loads coming from an unknown source, the load will be thoroughly screened and the driver will be asked information as to where the load originated from. The driver then will be required

to sign a "manifest" placing the burden of proof on the driver. Legal information will be taken from the driver so that in the case of contaminated materials, the source can be checked. This manifest will also be required for individual drivers who are dumping larger quantities as part of a pre-arranged project as described above.

IX. Hazardous Materials

Hazardous materials inadvertently received at the Facility will be removed and placed in appropriate containers for temporary storage. If a transporter inadvertently delivered hazardous materials, the transporter/company will be contacted and will be held responsible to remove the materials. Companies that inadvertently deliver hazardous materials more than once, will be removed from the list of acceptable companies that can use the facility.

A solid, new or reconditioned 55-gallon drum with a removable top will be kept on site and used to temporarily store hazardous materials inadvertently delivered to the site. Facility personnel will place the hazardous materials into the container. Only one type of material is permitted to be placed into the container. No mixing (i.e. acid and bases, oxidizers and oils, or other incompatible materials) of two types of materials would be allowed in any one 55 gallon drum. Additional 55-gallon drums will be purchased if necessary. If necessary, a professional hazardous materials management company will be contracted to properly dispose of the materials.

A phone number of a hazardous material emergency response company will be posted with other emergency numbers at the site in the scalehouse, The emergency response company will be called when necessary to respond to hazardous materials inadvertently disposed of on site.



Public Hearing Notification

| | |
|---------------------------------------------|-------------------------|
| Case Name: | Asphalt Specialties Co. |
| Case Number: | EXG2009-00002 |
| Board of County Commissioners Hearing Date: | 05/23/2017 at 9:30 a.m. |

April 25, 2017

A public hearing has been set by the Adams County Planning Commission and the Board of County Commissioners to consider the following request:

Suspension or revocation of a certificate of designation granted to Asphalt Specialties through Case # EXG2009-00002 for inert filling.

The proposed use will be: Industrial

This request is located at: 12021 BRIGHTON RD

The Assessor's Parcel Number(s): 0157134000075, 0157134402001, 0157134000037

Applicant Information: ASPHALT SPECIALTIES CO INC
10100 DALLAS STREET
HENDERSON, CO 80640

The hearing will be held in the Adams County Hearing Room located at 4430 South Adams County Parkway, Brighton CO 80601-8216. This will be a public hearing and any interested parties may attend and be heard. The Applicant and Representative's presence at these hearings is requested. If you require any special accommodations (e.g., wheelchair accessibility, an interpreter for the hearing impaired, etc.) please contact the Adams County Community and Economic Development Department at (720) 523-6800 (or if this is a long distance call, please use the County's toll free telephone number at 1-800-824-7842) prior to the meeting date.

For further information regarding this case, please contact the Department of Community and Economic Development, 4430 S Adams County Parkway, Brighton, CO 80601, 720-523-6800. This is also the location where maps and/or text certified by the Planning Commission may be viewed. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at

[www.adcogov.org/planning/currentcases.](http://www.adcogov.org/planning/currentcases)

Thank you,

A handwritten signature in black ink that reads "Christopher C. LaRue". The signature is written in a cursive style with a large initial 'C' and a long, sweeping tail on the 'e'.

Christopher C. LaRue
Senior Planner

Asphalt Specialties EXG2009-00002

May 23, 2017

Board of County Commissioners

Department of Community and Economic Development

Case Manager: Chris LaRue



Request

- Staff is recommending no further action regarding the Certificate of Designation as the violations have been resolved

Request

- BOCC considered this case on 3/14/17:
 - Continued to allow time to discuss remedies to the outstanding violations.
- BoCC again considered this case on 4/4/17:
 - Staff & permittee requested another continuance to allow final resolution
- BOCC considered again on 4/18/17:
 - public notice & post corrective action plan to website



LEGEND

- ★ Special Zoning Conditions
- 3 Section Numbers
- Railroad
- Major Water
- Zoning Line
- Sections
- Zoning Districts**
- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)
- Airport Noise Overlay

Asphalt Specialties

Aerial Map

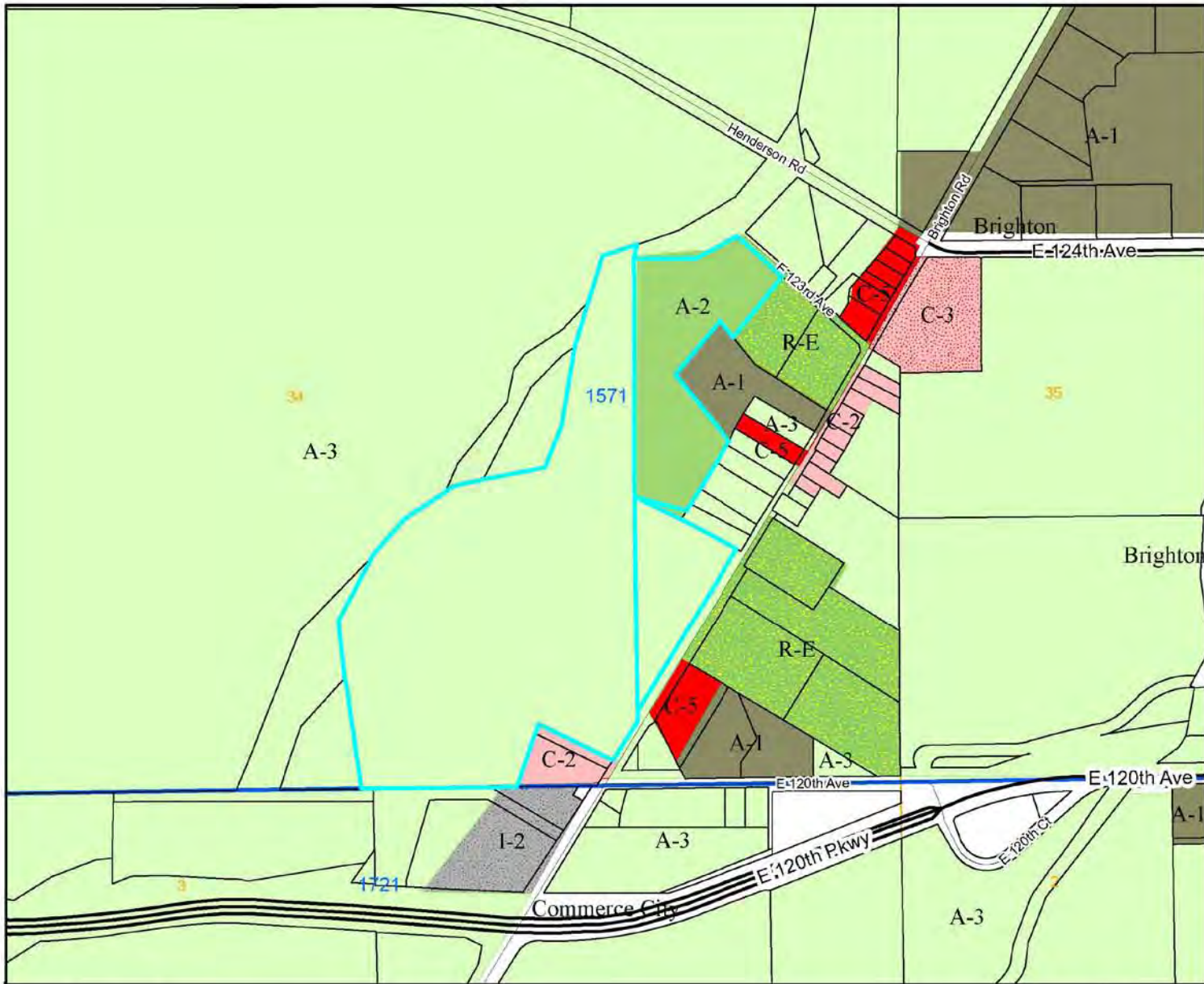


For display purposes only.

EXG2009-00002



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



LEGEND

- ★ Special Zoning Conditions
- 3 Section Numbers
- +— Railroad
- Major Water
- Zoning Line
- Sections
- Zoning Districts**
- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)
- ⊞ Airport Noise Overlay

Asphalt Specialties
EXG2009-00002

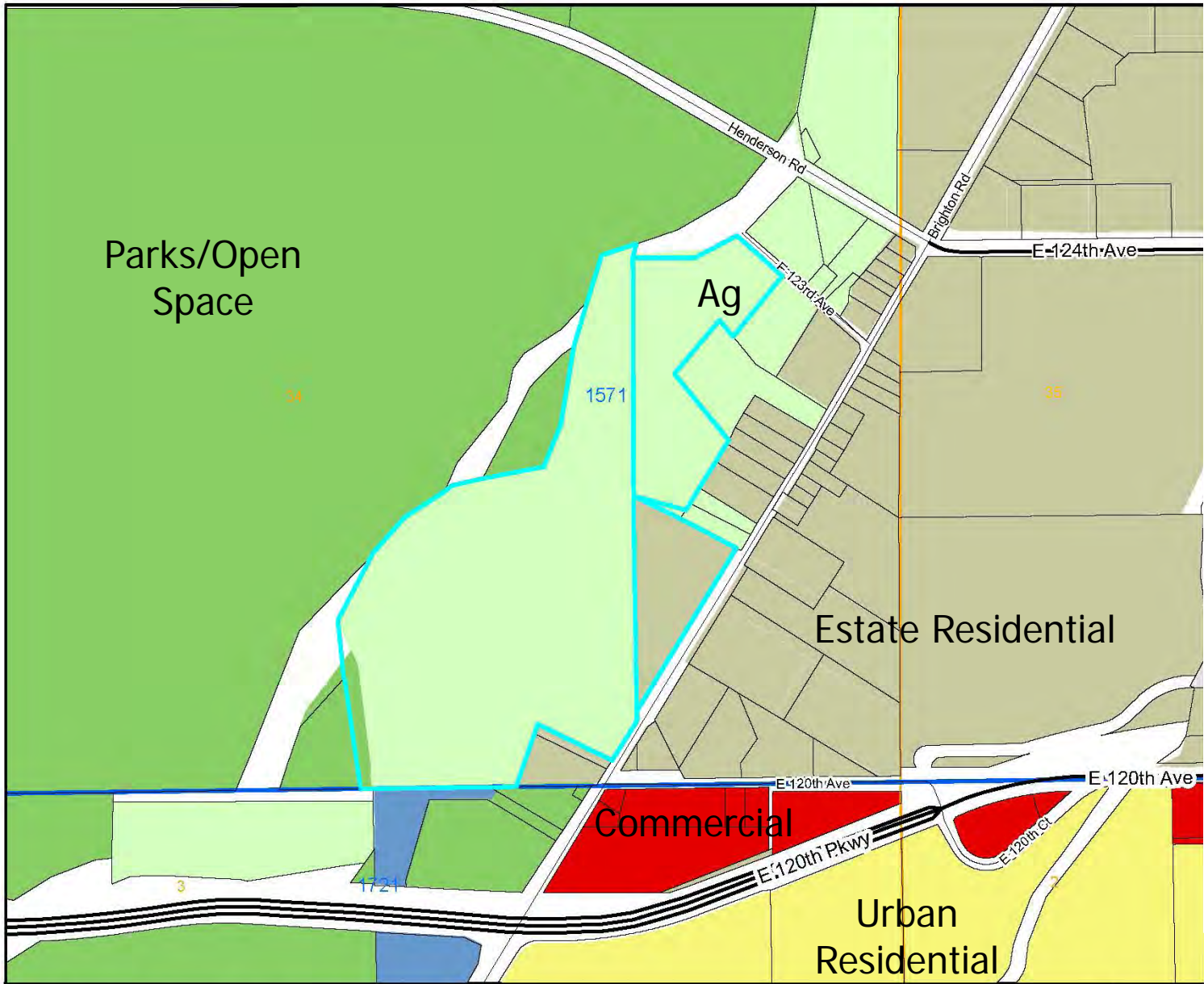
Zoning Map



For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



Asphalt Specialties
EXG2009-00002

Comprehensive Plan

N
For display purposes only.



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Background

- December 6, 2010:
 - BoCC approved a CD for an inert landfill
 - 19 Conditions
 - Cover operational aspects – hours, expiration, safety
 - CD expires on 12/6/17

Background

- 2/8/17: Inspection with County Staff, Tri-County Health, & CDPHE
 - CD violations to Conditions #s 3, 9, 11, 14, & 16
- Per Section 1-02-01-02-09 :
 - BoCC may revoke or suspend a permit if a permit holder or operator fails to abide by the terms, requirements or conditions of the permit.

Background

- 3/28/17: Inspection with County Staff, Tri-County Health, & CDPHE
 - Wind monitoring installed
 - Non-inert material & rebar not observed
 - CDPHE issued no further action letter
- 4/17/17: Inspection with County Staff
 - Non-inert material & rebar
 - Berm in place & seeded
- 4/18/17: Applicant removed storage of items

Condition # 3 (Complete)

- All conditions imposed by CDPHE are conditions in the CD
 - CDPHE violation on 2/15/17
 - **Violations:**
 - Acceptance of non-inert material
 - Failure to monitor wind speeds to determine closure
 - **March 28, 2017**
 - **CDPHE issued a no further action letter: wind monitoring & accepting non-inert materials resolved.**

Condition # 9 (Complete)

- Facility shall close during high winds (exceed 35 mph or sustained 25mph)
 - **Violation:** No wind monitoring devices on 2/8/17.
 - Wind gusts exceeding 40 mph
 - Staff onsite unaware of restriction
 - **March 28, 2017 inspection: wind monitoring in place.**

Condition # 11 (Complete)

- **All applicable standards in the Solid & Hazardous Waste Disposal section shall apply**
- **Violations:**
 - Outdoor storage & activities require screening
 - Screening for public right-of-ways
 - No screen fencing present
- **April 17, 2017 Inspection**
 - Berm constructed & seeded

- picture



• picture





Condition # 14 (Complete)

- **Authorized personnel trained to recognize non-inert material during filling / Screen each fill load / Dispose of non-inert material**
 - Inert defined by statute
 - Facility allowed: earth, sand, gravel, rock, concrete, asphalt, top soil, & masonry
 - During site inspection **violations** found:
 - uninspected trucks hauled materials
 - **Corrective Action plan reviewed & approved.**

Condition # 16 (Complete)

- All materials must be inert as defined in the Development Standards & by CDPHE.
 - **Violation:** Non-inert material uses as fill
 - **March 28, 2017 & April 17, 2017 inspections**
 - No visible rebar





Other considerations (Complete)

- Pending violation for recycling
 - No screening
- Items stored on site not related to CD
 - Truck trailers, road signs, other equipment
 - Require CUP
 - **Inspection April 17, 2017 – still being removed**
 - **April 18, 2017**
 - Applicant confirmed items removed
 - Remaining trailers are for CD







Remedies

1. By June 6, 2017 all visible non-inert materials to be removed (**complete**).
2. By June 6 install on site wind monitoring (**complete**).
3. By June 6 repair or replace fencing, or construct an earthen berm (**complete**).
4. By June 6 remove outdoor storage materials not associated with CD (**complete**).

Remedies

5. Submit & have approved corrective action plan – to include dust mitigation, air quality, training of staff, hours of operation, & screening (**complete**).
6. Reinstatement hearing before BoCC on 6/6/17.
7. Reinstatement hearing can be requested to be sooner by the applicant if the conditions are completed.
8. All operations shall cease – expect those required to correct violations.

Recommendation

- Staff is recommending no further action regarding the CD issued through Case # EXG2009-00002



**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT**

CASE NO.: RCU2016-00025

CASE NAME: ASPHALT SPECIALTIES

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- 1.2 Board of County Commissioners Alternative Findings
- 1.3 Planning Commission Report

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- 2.2 Aerial
- 2.3 Future Land Use
- 2.4 Notice Buffer

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- 3.2 Applicant Site Plan
 - Site Plan 1
 - Site Plan 2
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6.2 Public Hearing Notice

6.3 Request for Comments

6.4 Property Owner Labels – 1,500 feet

6.5 Referral Labels

6.6 EXG2009-00002 CD Resolution

6.7 Publishing Information

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**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT
STAFF REPORT**

Board of County Commissioners

May 23, 2017

| | |
|----------------------------|--------------------------------|
| CASE NUMBER: RCU2016-00025 | CASE NAME: Asphalt Specialties |
|----------------------------|--------------------------------|

| | |
|-----------------------|------------------------------------------------------------------------------|
| Owner's Name: | Asphalt Specialties Co Inc. (Rob Laird) |
| Applicant's Name: | Rob Laird |
| Applicant's Address: | 10100 Dallas Street, Henderson, CO 80640 |
| Location of Requests: | 12021 Brighton Road |
| Nature of Requests: | A conditional use permit for recycling of concrete and asphalt |
| Zone District: | Agricultural-3 (A-3) & Agricultural-2 (A-2) |
| Site Size: | 75 acres |
| Proposed Uses: | Recycling facility |
| Existing Use: | Fill site (inert landfill) |
| Hearing Date(s): | PC: May 11, 2017 / 6:00 p.m. BoCC: May 23, 2017 / 9:30 a.m. |
| Report Date: | May 12, 2017 |
| Case Manager: | Christopher C. LaRue <i>ccj</i> |
| PC Recommendation: | Approval with 8 findings-of-fact, 3 conditions precedent, and 18 conditions. |
| Staff Recommendation: | Approval with 8 findings-of-fact, 3 conditions precedent, and 18 conditions. |

SUMMARY OF PREVIOUS APPLICATIONS

On October 16, 2000, the Board of County Commissioners approved a conditional use permit to allow sand and gravel mining, a concrete plant, concrete recycling, equipment storage, and a maintenance facility on the property. On February 10, 2003, the Board of County Commissioners approved a second request to expand the mining area. The approved mining operations on the property have been completed. The original mining permit did allow concrete recycling; however, that use expired on October 16, 2010.

On December 6, 2010, the Board of County Commissioners approved a certificate of designation (CD) to allow approximately 500,000 cubic yards of inert fill material on the property. This CD will expire on December 6, 2017.

On May 4, 2016, the County issued a zoning violation to the property owner for operating a recycling facility on the property without a permit. On June 20, 2016, staff reviewed a conceptual review application and met with the applicant to discuss using the site for recycling activities.

SUMMARY OF APPLICATION

Background:

Asphalt Specialties is requesting a conditional use permit to allow a recycling operation on the property. The site was previously used as a gravel pit. Currently, the property is used as an inert landfill. The landfill is required to only accept clean, inert fill as defined by the Colorado Department of Public Health and Environment. According to the applicant, sale of recycled materials on the property will be wholesale in nature, and only current stockpiled materials on the site will be processed. No new materials will be brought onto the site for recycling. Any new materials brought onto the site will be placed into the existing gravel pit on the property as a fill material. Per Section 3-10-04-05 of the County's Development Standard and Regulations, a conditional use permit is required to have a recycling operation on the subject property.

Site Characteristics:

The subject site is 75 acres and located northwest of 120th Avenue and Brighton Road. Approximately half of the property has been covered with inert fill materials such as earth, rock, concrete, asphalt, top soils, and masonry. The northern half of the property is the area previously mined and currently filled with water as a lake. This area is currently being filled with inert materials; the filling was approved through a certificate of designation. According to the applicant, approximately 16.5 acres of the property will be utilized for recycling operations. The site plan submitted with the application shows the recycling operations will be located in the center of the property, which is contiguous to the inert fill area (see exhibit 3.2).

Development Standards and Regulations:

Conditional Use Permit:

Section 3-10-04-05 of the County's Development Standards and Regulations requires a conditional use permit to allow recycling facilities on the subject property. According to the applicant, the proposed CUP would not alter any conditions of approval instituted through the previously approved certificate of designation (see Exhibit 6.6). The applicant proposes that the CUP for recycling would expire on the same date as the certificate of designation. The expiration date for the CD is December 6, 2017.

Site plans submitted with the application show an existing office, a scale for weighing trucks, and a maintenance building on the property. All these structures were approved as part of the certificate of designation. The site plan also shows existing and proposed facilities used for operations on the property, which include the existing pit, construction equipment, stockpiles of raw material and processed materials. Per Section 4-10-02-05-07 of the County's Development Standards and Regulations, outdoor storage associated with recycling facilities is permitted in the A-3 zone district.

A design and operations plan submitted with the request depicts areas of the site that will be used for storage of recycling material. These areas will be visible from abutting public right-of-ways (i.e., 120th Avenue & Brighton Road). The applicant is requesting the height of the outside storage materials to be up to 30 feet. However, per section 4-10-02-05-09 of the County's Development Standards and Regulations, all outdoor storage areas are required to be screened with fencing or walls, with a maximum height of eight feet, unless a higher height is approved by the Board of County Commissioners as part of a conditional use permit. Currently, there is a seeded earthen berm installed on the eastern property boundary of the site. This berm will serve as screening for the outside storage on the eastern section of the property. The outside storage areas will be visible from highway 120th that abuts the southern boundary of the property. Staff is recommending a condition of approval to require screening landscaping on the southern boundary of the property. This landscaping shall be required to conform to requirements outlined in Section 4-16-19-01 of the County's Development Standards and Regulations. Per this section of the Development Standards, landscaping with trees and shrubs is required where operations can be seen from the public right-of-way. Staff is also recommending a condition of approval to limit the height of the earthen berm to eight feet and the height of outdoor storage materials to the height of the existing earthen berm, which is approximately eight feet tall.

No buffer landscaping is required along the western property boundary of the site. This is due to agricultural/park uses developed on the adjacent western properties. The County's Parks Department, in reviewing the application, stated there are matured trees that provide adequate screening and landscaping on the western property boundary and providing additional landscaping will be unnecessary.

Sections 4-10-01-03-09, 4-10-02-05-07, and 4-10-02-05-09 of the County's Development Standards and Regulations outline performance standards for outdoor storage and recycling uses. These requirements include all outdoor storage materials must be non-hazardous and organized in such a way as to provide adequate access for fire equipment. The applicant's site plan depicts the storage of crushed concrete and asphalt stored in an orderly manner that provides adequate clearance for vehicles. The request was also reviewed by Brighton Fire District and the District had no major concerns.

Future Land Use Designation:

The Adams County Comprehensive Plan designates this site as Residential Estate and Agriculture. Per Chapter 5 of the County's Comprehensive Plan, Estate Residential areas are designated for single-family housing at lower densities, typically no greater than 1 unit per acre,

and with compatible uses such as schools and parks. The Agriculture future land use designation areas are intended for food production and other farming uses and are not expected to develop in the future. The subject request is currently inconsistent with the future land use designations. However, the property has been approved for sand and gravel mining for ten years. The recycling use is proposed for approximately seven months. Whether or not the recycling use is allowed, the site will be reclaimed under a reclamation plan overseen by the Colorado Division of Mining and Reclamation. The reclamation plan will require it to be graded to its previous elevation after the current filling operations on the property are completed.

Surrounding Zoning Designations and Existing Use Activity:

| | | |
|---------------------------------------------------|------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| Northwest A-3 Regional Park Property | North A-3 Regional Park property | Northeast A-3 Residential |
| West A-3 Regional Park Property | Subject Property A-3/A-2 Inert Land fill & recycling | East RE, A-1, C-5 Residential/ limited commercial |
| Southwest A-3 Vacant | South A-3, C-2, I-2 Water District infrastructure & Service Garage | Southeast A-3,C-5, RE Commercial |

Compatibility with the Surrounding Land Uses:

The adjacent property to the west and north of the site is zoned Agricultural-3 (A-3). This property is owned by Adams County and is part of the County’s regional park. The properties located east and northeast of the subject property consist of multiple zoning designations. The zoning designations on these properties are A-1, RE, A-3, C-2, and C-5. A majority of these properties are developed with residential homes as well as isolated commercial development uses. The properties to the south of the site are zoned C-2, A-3, and I-2. Uses on these properties include an auto repair shop and a water district facility. There is also a vacant property located southwest of the site.

With the recommended conditions of approval and the applicant’s adherence to all conditions of approval established through the certificate of designation, the request will be compatible with the surrounding properties. In addition, the conditions of approval will mitigate potential impacts associated with the subject request.

Planning Commission Hearing Update

The Planning Commission recommended unanimous approval of the request on May 11, 2017. During the public hearing, no concerns were expressed regarding the staff report, and no changes were made to the recommended conditions of approval. The Planning Commission discussed the condition of approval requiring the applicant to submit a landscaping and screening plan,

specifically, condition precedent # 2 of this staff report. This condition requires the applicant to submit a landscaping and screening plan that provides landscape bufferyards that conform to the County's Development Regulations. The applicant had requested the Planning Commission to remove this condition and argued that the recycling use is intended for only seven months and does not warrant such a requirement. The applicant also requested the Planning Commission amend the conditions to allow the height of the materials stockpiled on the property for recycling to exceed eight feet, as those stockpiled materials currently significantly exceeds eight feet. The Planning Commission responded to the applicant and stated that the requirements for landscaping and height of stockpiled materials are existing regulations in the County's Development Standards and Regulations and operating such a use on the property prior to obtaining the required conditional use permit does not justify non-compliance to the County's regulations. In addition, staff also did not support eliminating those conditions of approval, as the property and recycling materials are quite visible from East 120th Parkway. Limiting the height of the existing stockpiled materials will also reduce the current visual impacts associated with the use and make it more compatible with the surrounding area.

Beside the applicant, one person from the public spoke in opposition to the request, stating the activities on the subject site has resulted in tracking of debris from the site onto Brighton Road, causing driving hazards on the road.

Staff Recommendations:

The concerns staff had regarding compliance have been addressed during the BOCC's consideration in public hearings of the applicant's certificate of designation. The applicant has been responsive to each of the issues raised by staff including wind speed monitoring and closure during high winds, removal of outdoor storage items, screening, removal of rebar from the edges of the pit, and the creation of a corrective action plan to remedy operational compliance issues. The recommended conditions within this application will serve to provide additional requirements to make the recycling use compatible, and these will be enforced by the county.

Based upon the application, the criteria for approval of conditional use permits, a recent site visit, staff recommends approval of this request with eight findings-of-fact, three conditions precedent and eighteen conditions.

Recommended Findings-of-Fact

1. The conditional use is permitted in the applicable zone district.
2. The conditional use is consistent with the purposes of these standards and regulations.
3. The conditional use will comply with the requirements of these standards and regulations including, but not limited to, all applicable performance standards.
4. The conditional use 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 and the County. In making this determination, the Planning Commission and the Board of County Commissioners shall find, at a minimum, that the

conditional use will not result in excessive traffic generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, or inappropriate hours of operation.

5. The conditional use permit has addressed all off-site impacts.
6. The site is suitable for the conditional use including adequate usable space, adequate access, and absence of environmental constraints.
7. The site plan for the proposed conditional use will provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.
8. Sewer, water, storm water drainage, fire protection, police protection, and roads are to be available and adequate to serve the needs of the conditional use as designed and proposed.

Recommended Conditions Precedent:

1. Within fourteen days of approval (June 6, 2017) and thereafter during the active life of the facility, and for one (1) year after closure, the operator shall post and maintain a performance bond or other approved financial instrument with Adams County. The amount of said bond shall be in the amount necessary to remove materials from recycling facilities for disposal at an appropriate disposal facility. The amount of the bond shall be calculated to include removal, tipping fees, and transportation costs.

The performance bond shall be forfeited in an amount sufficient to defray the expense of action including staff time expended by Adams County for corrective actions required due to issues with health, safety, and general welfare from failure of the operator to follow any regulations, standards, or conditions of approval.

2. The applicant shall submit a landscaping and screening plan no later than 30 days from the date of approval of this conditional use permit. The landscape and screening plan shall provide landscaping/screening along both Brighton Road and the southern property boundary where the site is visible from 120th Avenue Parkway. The landscape plan may include a provision to allow alternative methods of irrigation.
3. The applicant shall obtain a "Notice to Proceed" from the Department of Community and Economic Development in order to demonstrate satisfactory completion of the conditions precedent. The applicant shall provide written documentation that all of the conditions precedents have been satisfied in order to obtain this notice.

Recommended Conditions of Approval:

1. The facility shall not accept new materials to be recycled. This CUP only authorizes the recycling of materials that are already on site as of May 1, 2017.
2. This CUP expires on December 6, 2017.
3. This CUP shall be limited only to materials, processes, and storage areas as described in the application and related to the recycling of concrete and asphalt. Any changes to types of material or processes shall require an amendment to this CUP.
4. Stockpiles on the property shall not exceed eight feet in height, which is also the height limit of the earthen berm installed along the eastern property line.

5. The earthen berm along the eastern property line shall be maintained in conformity with Section 4-17 of the Adams County Development Standards and Regulations pertaining to weeds and dangerous trees.
6. Lighting shall be arranged and positioned so no direct lighting or reflection of lighting creates a nuisance or hazard to any adjoining property or rights-of-way.
7. The operator shall maintain records showing amounts of stockpiled materials both processed and unprocessed. In addition, records containing customer lists and showing amounts of recycled material shipped off site shall be maintained.
8. The operator shall submit bi-monthly status reports on the last business day of the month to the Director of Community and Economic Development. The reports shall summarize the status of the facility and provide documentation on how the conditions of approval are being met. The report shall be submitted on or before each of the following dates: June 30, 2017, August 30, 2017, October 30, 2017, and December 6, 2017.
9. Violations to the conditions of approval may result in a show cause hearing before the Board of County Commissioners to revoke or suspend the conditional use permit.
10. The operator shall inspect Brighton Road and 120th Avenue for tracking of debris at least three times a day. Debris found on Brighton Road or 120th Avenue shall be removed immediately.
11. By the close of business each day, the operator shall remove all waste material consisting of concrete, asphalt, soils, sand, and rock that is brought to the facility, along public rights-of-way within one-half (1/2) mile of the facility.
12. Wind monitoring equipment shall be installed and maintained at all times. The facility shall cease operations during periods of high winds. High winds shall be defined as when wind speeds exceed 35 mph or when sustained wind speeds exceed 25mph.
13. The facility shall have two employees onsite during operational hours. There shall be, at a minimum, one qualified employee on site during operational hours to monitor activities.
14. The facility shall provide regular training to their staff on:
 - 14.1 Safety;
 - 14.2 Review of emergency procedures;
 - 14.3 In-house orientation provided for new personnel;
 - 14.4 Site map showing traffic patterns, pile locations, open water, and restricted areas;
 - 14.5 The site map shall be updated regularly as site conditions changes;
 - 14.6 Keeping trucks away from the site entrance to ensure traffic flow;
 - 14.7 Identification of all people on site, including visitors.
15. Dust control mechanisms shall be in place and functioning at all times.
16. Any metal transported to the site shall be placed into metal recycling roll off containers.
17. The operator shall contact all truck operators who bring fill to the site and instruct them that dumping of new recycled materials shall be prohibited.
18. The facility shall not accept any hazardous or contaminated waste. All material shall be field screened. The field screening methods include headspace/PID screening, draeger tubes (or equivalent), colormetric field kits, infrared (IR) analysis for TPH in soil, pH, conductivity, temperature and other methods, depending on the known or suspected contaminants or purpose of screening. Field screening methods may be done independently or periodic laboratory testing may be employed to verify the field screening results. Field screening equipment will be calibrated according to the manufacturer

specifications prior to and periodically during the field use. This applies to equipment used for onsite chemical measurements such as pH, electrical conductivity, and temperature. Instruments and equipment used to gather generate, or measure environmental data in the field will be calibrated with sufficient frequency and in such a manner that accuracy and reproducibility of the results are consistent with the manufacturer specifications.

CITIZEN COMMENTS

| Number of Property Owners Notified (Within 1,500 Feet) | Number of Public Comments Received by Staff |
|-------------------------------------------------------------------|--------------------------------------------------------|
| 68 | 0 |

COUNTY AGENCY COMMENTS

A traffic study submitted with the application has been reviewed and approved by the County’s Development Review Engineering. Based on the review, no road improvements will be required. A tracking control and street maintenance plan was also provided with the application. These plans have been reviewed and approved.

Staff also reviewed a recycling operations plan submitted with the application and determined the plan conforms to acceptable industry standards.

REFERRAL AGENCY COMMENTS

Staff received review comments from the Tri-County Health Department regarding providing dust and vector control measures. The applicant has addressed the requirements in the operations plan (see exhibit 3.1 & 3.3).

Responding with Concerns:

None

Responding without Concerns:

- Commerce City
- Colorado Department of Transportation (CDOT)
- Colorado Department of Public Health and Environment (CDPHE)
- South Adams Water and Sanitation
- United Power

Notified but not Responding / Considered a Favorable Response:

- Brighton Fire District
- Century Link
- City of Brighton
- City of Thornton

Colorado Division of Wildlife
Colorado Geologic Survey (CGS)
Comcast
FEMA
Metro Wastewater
RTD
School District 27J
Tri-County Health Department (TCHD)
West Adams Soil District
Xcel Energy



Community & Economic Development Department

4430 South Adams County Parkway,
1st Floor, Suite W2000
Brighton, CO 80601-8205
PHONE 720.523.6800 FAX 720.523.6998

MEMORANDUM

To: Board of County Commissioners
From: Christopher C. LaRue, Senior Planner
Subject: RCU2016-00025, Asphalt Specialties
Date: May 23, 2017

ALTERNATIVE RECOMMENDED FINDINGS OF FACT

If the Board of County Commissioners does not concur with the Staff recommendation of Continuance, the following findings may be adopted as part of a decision of Denial:

1. The conditional use is not permitted in the applicable zone district.
2. The conditional use is not consistent with the purposes of these standards and regulations.
3. The conditional use will not comply with the requirements of these standards and regulations including, but not limited to, all applicable performance standards.
4. The conditional use is not compatible with the surrounding area, not harmonious with the character of the neighborhood, would be detrimental to the immediate area, would be detrimental to the future development of the area, and would be detrimental to the health, safety, or welfare of the inhabitants of the area and the County.
5. The conditional use permit has not addressed all off-site impacts.
6. The site is not suitable for the conditional use including adequate usable space, adequate access, and absence of environmental constraints.
7. The site plan for the proposed conditional use will not provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.
8. Sewer, water, storm water drainage, fire protection, police protection, and roads are not available and adequate to serve the needs of the conditional use as designed and proposed.



**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT
STAFF REPORT**

Planning Commission

May 11, 2017

| | |
|----------------------------|--------------------------------|
| CASE NUMBER: RCU2016-00025 | CASE NAME: Asphalt Specialties |
|----------------------------|--------------------------------|

| | |
|-----------------------|------------------------------------------------------------------------------|
| Owner's Name: | Asphalt Specialties Co Inc. (Rob Laird) |
| Applicant's Name: | Rob Laird |
| Applicant's Address: | 10100 Dallas Street, Henderson, CO 80640 |
| Location of Requests: | 12021 Brighton Road |
| Nature of Requests: | A conditional use permit for recycling of concrete and asphalt |
| Zone District: | Agricultural-3 (A-3) & Agricultural-2 (A-2) |
| Site Size: | 75 acres |
| Proposed Uses: | Recycling facility |
| Existing Use: | Fill site (inert landfill) |
| Hearing Date(s): | PC: May 11, 2017 / 6:00 p.m. BoCC: May 23, 2017 / 9:30 a.m. |
| Report Date: | April 21, 2017 |
| Case Manager: | Christopher C. LaRue <i>ccj</i> |
| PC Recommendation: | Approval with 8 findings-of-fact, 3 conditions precedent, and 18 conditions. |

SUMMARY OF PREVIOUS APPLICATIONS

On October 16, 2000, the Board of County Commissioners approved a conditional use permit to allow sand and gravel mining, a concrete plant, concrete recycling, equipment storage, and a maintenance facility on the property. On February 10, 2003, the Board of County Commissioners approved a second request to expand the mining area. The approved mining operations on the property have been completed.

On December 6, 2010, the Board of County Commissioners approved a certificate of designation (CD) to allow approximately 500,000 cubic yards of inert fill material on the property. This CD will expire on December 6, 2017.

On May 4, 2016, the County issued a zoning violation to the property owner for operating a recycling facility on the property without a permit. On June 20, 2016, staff reviewed a conceptual review application and met with the applicant to discuss using the site for recycling activities.

SUMMARY OF APPLICATION

Background:

Asphalt Specialties is requesting a conditional use permit to allow a recycling operation on the property. The site was previously used as a gravel pit. Currently, the property is used as an inert landfill. The landfill is required to only accept clean, inert fill as defined by the Colorado Department of Public Health and Environment. According to the applicant, sale of recycled materials on the property will be wholesale in nature, and only current stockpiled materials on the site will be processed. No new materials will be brought onto the site for recycling. Any new materials brought onto the site will be placed into the existing gravel pit on the property as a fill material. Per Section 3-10-04-05 of the County's Development Standard and Regulations, a conditional use permit is required to have a recycling operation on the subject property.

Site Characteristics:

The subject site is 75 acres and located northwest of 120th Avenue and Brighton Road. Approximately half of the property has been covered with inert fill materials such as earth, rock, concrete, asphalt, top soils, and masonry. The northern half of the property is the area previously mined and currently filled with water as a lake. This area is currently being filled with inert materials; the filling was approved through a certificate of designation. According to the applicant, approximately 16.5 acres of the property will be utilized for recycling operations. The site plan submitted with the application shows the recycling operations will be located in the center of the property, which is contiguous to the inert fill area (see exhibit 3.2).

Development Standards and Regulations:

Conditional Use Permit:

Section 3-10-04-05 of the County's Development Standards and Regulations requires a conditional use permit to allow recycling facilities on the subject property. According to the applicant, the proposed CUP would not alter any conditions of approval instituted through the previously approved certificate of designation (see Exhibit 6.6). The applicant proposes that the CUP for recycling would expire on the same date as the certificate of designation. The expiration date for the CD is December 6, 2017.

Site plans submitted with the application show an existing office, a scale for weighing trucks, and a maintenance building on the property. All these structures were approved as part of the certificate of designation. The site plan also shows existing and proposed facilities used for operations on the property, which include the existing pit, construction equipment, stockpiles of

raw material and processed materials. Per Section 4-10-02-05-07 of the County's Development Standards and Regulations, outdoor storage associated with recycling facilities is permitted in the A-3 zone district.

A design and operations plan submitted with the request depicts areas of the site that will be used for storage of recycling material. These areas will be visible from abutting public right-of-ways (i.e., 120th Avenue & Brighton Road). The applicant is requesting the height of the outside storage materials to be up to 30 feet. However, per section 4-10-02-05-09 of the County's Development Standards and Regulations, all outdoor storage areas are required to be screened with fencing or walls, with a maximum height of eight feet, unless a higher height is approved by the Board of County Commissioners as part of a conditional use permit. Currently, there is a seeded earthen berm installed on the eastern property boundary of the site. This berm will serve as screening for the outside storage on the eastern section of the property. The outside storage areas will be visible from highway 120th that abuts the southern boundary of the property. Staff is recommending a condition of approval to require screening landscaping on the southern boundary of the property. This landscaping shall be required to conform to requirements outlined in Section 4-16-19-01 of the County's Development Standards and Regulations. Per this Section of the Development Standards, landscaping with trees and shrubs is required where operations can be seen from the public right-of-way. Staff is also recommending a condition of approval to limit the height of the earthen berm to eight feet and the height of outdoor storage materials to the height of the existing earthen berm, which is approximately eight feet tall.

No buffer landscaping is required along the western property boundary of the site. This is due to agricultural/park uses developed on the adjacent western properties. The County's Parks Department, in reviewing the application, stated there are matured trees that provide adequate screening and landscaping on the western property boundary and providing additional landscaping will be unnecessary.

Sections 4-10-01-03-09, 4-10-02-05-07, and 4-10-02-05-09 of the County's Development Standards and Regulations outline performance standards for outdoor storage and recycling uses. These requirements include all outdoor storage materials must be non-hazardous and organized in such a way as to provide adequate access for fire equipment. The applicant's site plan depicts the storage of crushed concrete and asphalt stored in an orderly manner that provides adequate clearance for vehicles. The request was also reviewed by Brighton Fire District and the District had no major concerns.

Future Land Use Designation:

The Adams County Comprehensive Plan designates this site as Residential Estate and Agriculture. Per Chapter 5 of the County's Comprehensive Plan, Estate Residential areas are designated for single-family housing at lower densities, typically no greater than 1 unit per acre, and with compatible uses such as schools and parks. The Agriculture future land use designation areas are intended for food production and other farming uses and are not expected to develop in the future. The subject request is currently inconsistent with the future land use designations. However, the property has been approved for sand and gravel mining for ten years. The

recycling use is proposed for approximately seven months. Whether or not the recycling use is allowed, the site will be reclaimed under a reclamation plan overseen by the Colorado Division of Mining and Reclamation. The reclamation plan will require it to be graded to its previous elevation after the current filling operations on the property are completed.

Surrounding Zoning Designations and Existing Use Activity:

| | | |
|---------------------------------------------------|------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| Northwest A-3 Regional Park Property | North A-3 Regional Park property | Northeast A-3 Residential |
| West A-3 Regional Park Property | Subject Property A-3/A-2 Inert Land fill & recycling | East RE, A-1, C-5 Residential/ limited commercial |
| Southwest A-3 Vacant | South A-3, C-2, I-2 Water District infrastructure & Service Garage | Southeast A-3,C-5, RE Commercial |

Compatibility with the Surrounding Land Uses:

The adjacent property to the west and north of the site is zoned Agricultural-3 (A-3). This property is owned by Adams County and is part of the County’s regional park. The properties located east and northeast of the subject property consist of multiple zoning designations. The zoning designations on these properties are A-1, RE, A-3, C-2, and C-5. A majority of these properties are developed with residential homes as well as isolated commercial development uses. The properties to the south of the site are zoned C-2, A-3, and I-2. Uses on these properties include an auto repair shop and a water district facility. There is also a vacant property located southwest of the site.

With the recommended conditions of approval and the applicant’s adherence to all conditions of approval instituted through the certificate of designation, the request will be compatible with the surrounding properties. In addition, the conditions of approval will mitigate potential impacts associated with the subject request.

Planning Commission Update

The Planning Commission first considered this case on February 9, 2017, and at the request of staff and the applicant continued consideration of the request to the April 13, 2017 meeting. Staff and the applicant requested the continuance to allow the applicant to correct violations on the property related to the certificate of designation.

On April 4, 2017, the Board of County Commissioners, at their public hearing, considered revoking the certificate of designation approved on the property. This consideration for revoking the certificate of designation was due to multiple violations on the property. After discussions

and consideration of revoking the certificate of designation on April 4, 2017, the BoCC directed staff and the applicant to negotiate a settlement agreement on actions to resolve the identified violations. The property owner agreed to comply with all requirements of the County and correct the violations by April 18, 2017.

On April 18, 2017, the Board of County Commissioners continued the case to their May 23, 2017, meeting. The decision to continue the case was to allow the County to continue to monitor the property for 30 days to ensure compliance with the certificate of designation. In addition, the Board of County Commissioners requested staff to publish, on the County's website, the applicant's corrective action plan submitted showing how violations on the property have been corrected as well as preventive measures that have been established to deter such violations from occurring in the future.

On April 13, 2017, the Planning Commission again was scheduled to consider the recycling request for this property. Based on a recommendation of staff and the applicant, the Planning Commission continued the hearing on the CUP to the May 11, 2017 meeting. The request for a continuance was to provide more time to allow the violations on the property to be corrected. It was also to allow a final resolution to the pending decision of the Board of County Commissioners to revoke, suspend or authorize continuous operation of the certificate of designation. Because of the interrelatedness of the operations of the certificate of designation and the proposed request for recycling on the property, staff recommended that issues related to the certificate of designation be resolved before considering the recycling CUP request. As of writing this staff report, staff and the applicant have reached a consensus on a corrective action plan for operation of the certificate of designation on the property. The Board of County Commissioners is scheduled to make a decision on the certificate of designation on the same date it will hold a public hearing on the CUP for recycling, which is May 23, 2017.

Staff Recommendations:

The concerns staff had regarding compliance have been addressed during the BOCC's consideration in public hearings of the applicant's certificate of designation. The applicant has been responsive to each of the issues raised by staff including wind speed monitoring and closure during high winds, removal of outdoor storage items, screening, removal of rebar from the edges of the pit, and the creation of a corrective action plan to remedy operational compliance issues. The recommended conditions within this application will serve to provide additional requirements to make the recycling use compatible, and these will be enforced by the county.

Based upon the application, the criteria for approval of conditional use permits, a recent site visit, staff recommends approval of this request with eight findings-of-fact, three conditions precedent and eighteen conditions.

Recommended Findings-of-Fact

1. The conditional use is permitted in the applicable zone district.
2. The conditional use is consistent with the purposes of these standards and regulations.

3. The conditional use will comply with the requirements of these standards and regulations including, but not limited to, all applicable performance standards.
4. The conditional use 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 and the County. In making this determination, the Planning Commission and the Board of County Commissioners shall find, at a minimum, that the conditional use will not result in excessive traffic generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, or inappropriate hours of operation.
5. The conditional use permit has addressed all off-site impacts.
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8. Sewer, water, storm water drainage, fire protection, police protection, and roads are to be available and adequate to serve the needs of the conditional use as designed and proposed.

Recommended Conditions Precedent:

1. Prior to commencing operations, and thereafter during the active life of the facility, and for one (1) year after closure, the operator shall post and maintain a performance bond or other approved financial instrument with Adams County. The amount of said bond shall be in the amount necessary to remove materials from recycling facilities for disposal at an appropriate disposal facility. The amount of the bond shall be calculated to include removal, tipping fees, and transportation costs.

The performance bond shall be forfeited in an amount sufficient to defray the expense of action including staff time expended by Adams County for corrective actions required due to issues with health, safety, and general welfare from failure of the operator to follow any regulations, standards, or conditions of approval.

2. The applicant shall submit a landscaping and screening plan that conforms to requirements of the County's Development Standards and Regulations no later than 30 days from the date of approval of this conditional use permit. This landscape and screening plan shall show the required bufferyards and frontage landscaping.
3. The applicant shall receive a "Notice to Proceed" from the Department of Community and Economic Development. Written proof that all of the conditions precedents have been satisfied shall be required prior to receiving this notice.

Recommended Conditions of Approval:

1. The facility shall not accept new materials to be recycled. This CUP only authorizes the recycling of materials that are already on site as of May 1, 2017.
2. This CUP expires on December 6, 2017.

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CITIZEN COMMENTS

| Number of Property Owners Notified (Within 1,500 Feet) | Number of Public Comments Received by Staff |
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COUNTY AGENCY COMMENTS

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Staff also reviewed a recycling operations plan submitted with the application and determined the plan conforms to acceptable industry standards.

REFERRAL AGENCY COMMENTS

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Responding with Concerns:

None

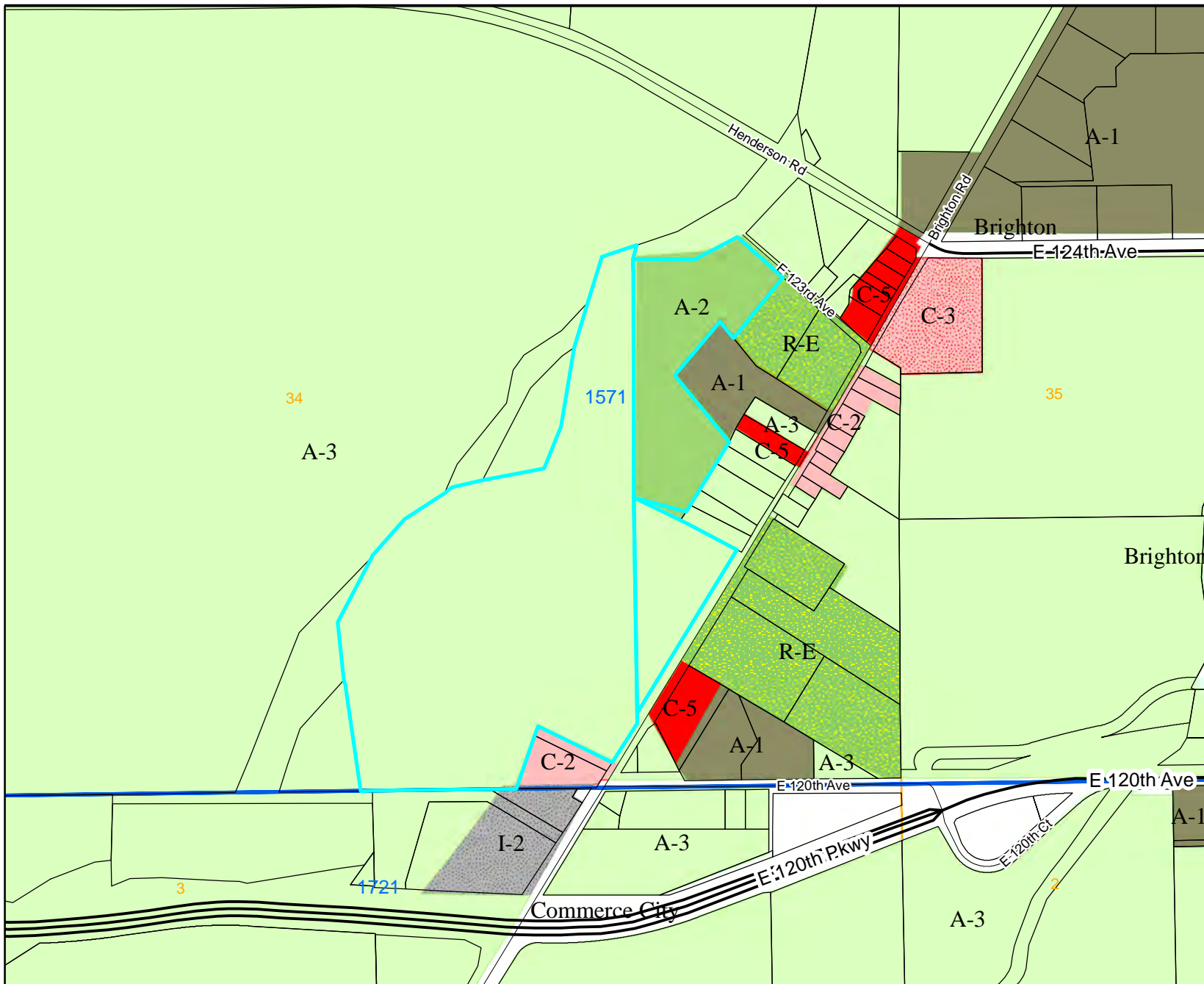
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FEMA
Metro Wastewater
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School District 27J
Tri-County Health Department (TCHD)
West Adams Soil District
Xcel Energy



LEGEND

- ★ Special Zoning Conditions
- 3 Section Numbers
- Railroad
- Major Water
- Zoning Line
- Sections
- Zoning Districts**
- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)
- Airport Noise Overlay

Asphalt Specialties

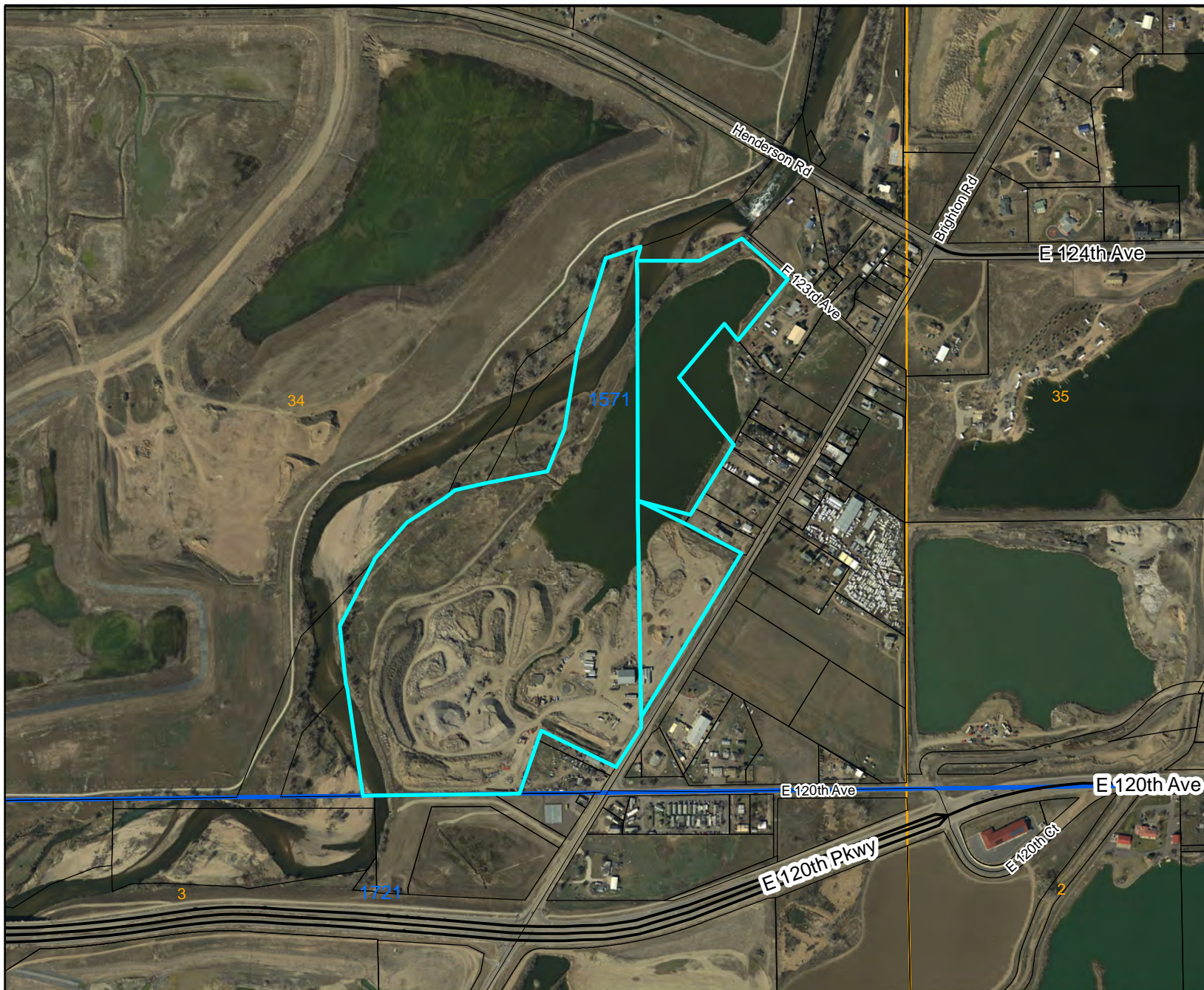
RCU2016-00025



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This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



LEGEND

- Special Zoning Conditions
- Section Numbers
- Railroad
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- A-2
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- R-E
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- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)
- Airport Noise Overlay

Asphalt Specialties

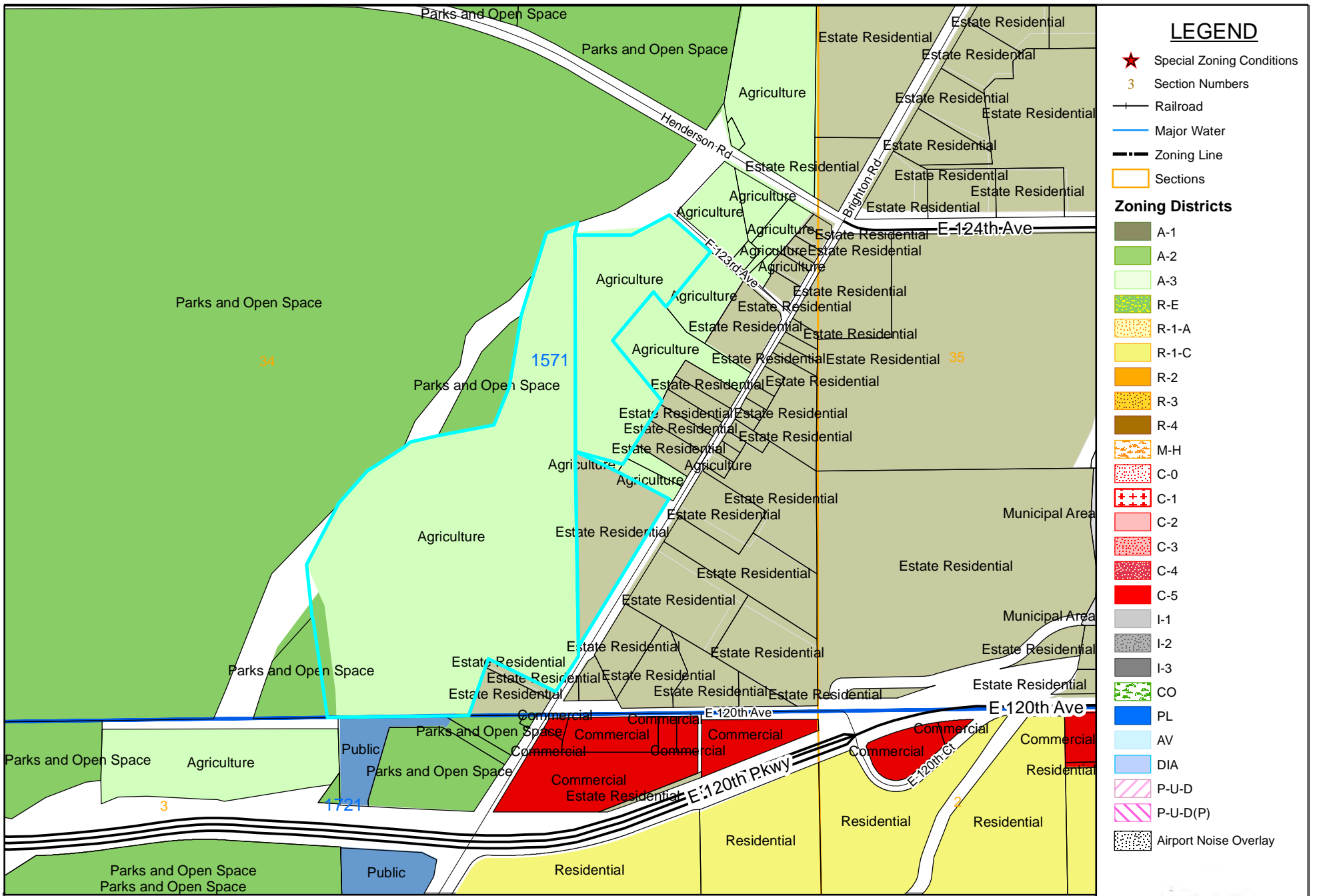
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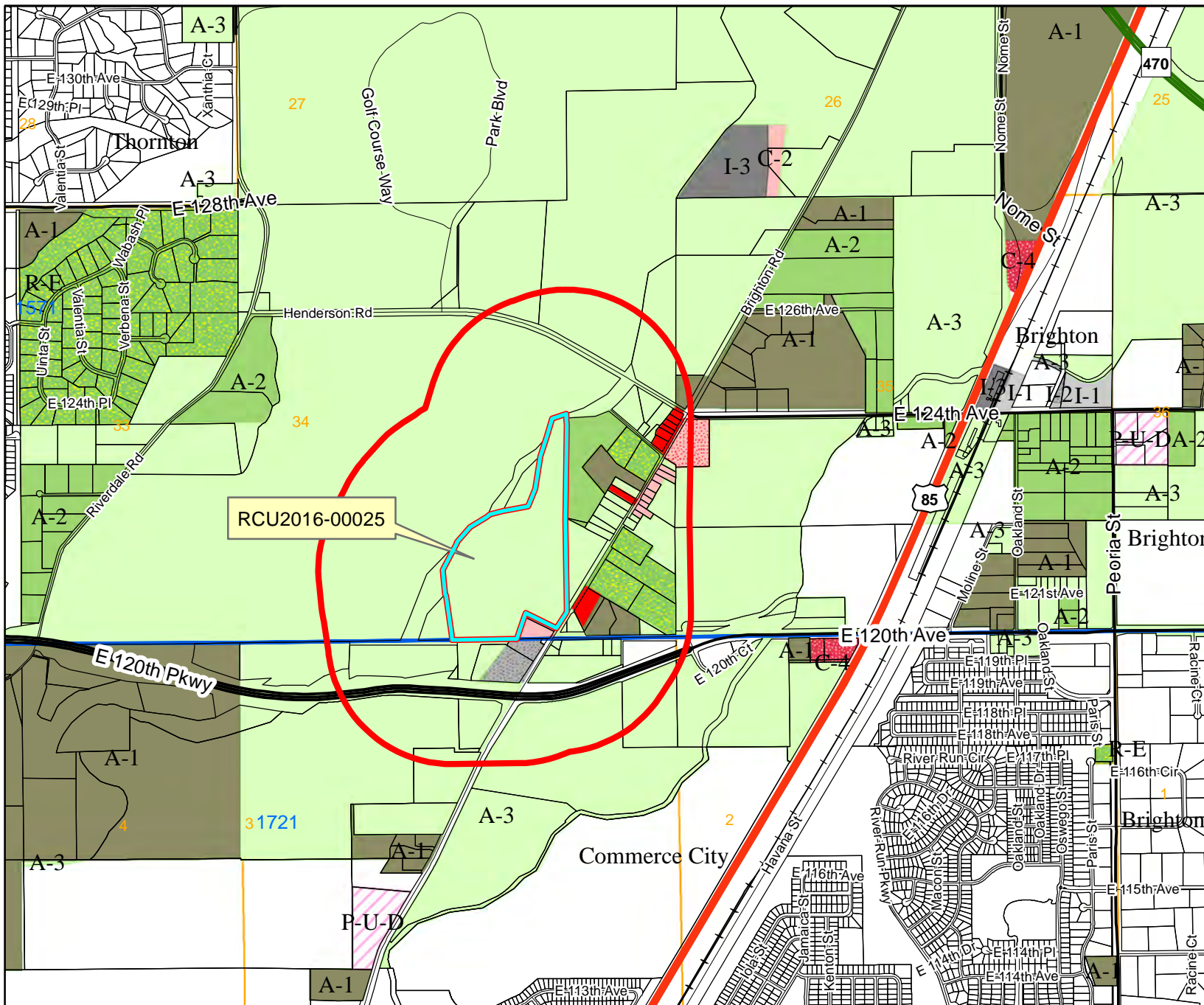
Asphalt Specialties
RCU2016-00025



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- ### LEGEND
- ★ Special Zoning Conditions
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 - Railroad
 - Major Water
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- A-1
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 - A-3
 - R-E
 - R-1-A
 - R-1-C
 - R-2
 - R-3
 - R-4
 - M-H
 - C-0
 - C-1
 - C-2
 - C-3
 - C-4
 - C-5
 - I-1
 - I-2
 - I-3
 - CO
 - PL
 - AV
 - DIA
 - P-U-D
 - P-U-D(P)
 - Airport Noise Overlay

This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



LEGEND

- ★ Special Zoning Conditions
- 3 Section Numbers
- Railroad
- Major Water
- Zoning Line
- Sections

Zoning Districts

- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)
- ⊠ Airport Noise Overlay

Asphalt Specialties - Speer
RCU2016-00025



For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy

2.0 PROJECT NARRATIVE

SPEER CONDITIONAL USE APPLICATION TO ADD

RECYCLING OF ASPHALT AND CONCRETE TO CD APPROVAL EXG2009-00002

The current Speer Inert Landfill site had been the site of an active sand and gravel mining operation from 2000 until late 2007 operated by Asphalt Specialties Co., Inc. ("ASCI"). In September 2011, the site was granted status of a Certificate of Designation ("CD") by the Adams County Commissioners as an inert landfill under case # EXG2009-00002 and operations for inert landfiling began in earnest. Since start-up, three un-announced and two announced inspections have been made of the operation by Adams County, Tri-County Health Dept. and the Colorado Dept. of Public Health and Environment ("CDPHE") in 2011, 2012, 2013, 2014 and the most recent in May 2016. All inspections of the site have documented the operation as maintaining complete documentation (manifesting) and record-keeping of all loads emptied and properly placed at the site in letter reports to ASCI. During the May 2016 inspection, it was noted by Adams County that there was much asphalt and concrete that was being brought into the site and rather than that material being filled into the mined-out gravel pit as inert fill, the material being recycled must be permitted through the county for recycling.

Given the fact that so much asphalt and concrete materials are being brought to this site, it only makes sense to recycle these products onsite into usable materials for offsite construction purposes such as road building and other construction projects. Landfilling and recycling of construction materials are very similar operations. ASCI is making this Conditional Use Permit ("CUP") application to incorporate a short-term recycling operation for these materials at the Speer Inert Landfill site. No additional truckloads of inert landfill material or recyclable material per se, will be deliberately brought to the site simply because approval of recycling would be granted. It is simply the matter of crushing, screening and sorting materials that would otherwise be pushed into the former gravel pit as inert fill. As part of the approval process for this request, Adams County and ASCI contacted the CDPHE for their response to recycling of materials on this site and would that operation require an amendment to the technical aspects of the CD as approved by CDPHE and Adams County in 2011. The CDPHE stated that it would not and a copy of their written response is contained in the Supplemental Information section that follows this narrative.

The recycling would be by portable equipment brought to the site when volumes of asphalt and concrete are enough to warrant the operation. The equipment would crush, sort and stockpile the materials and then be removed from the site until volumes would again require the equipment to return. The location of this activity is shown on the enclosed Location Map and Site Plan (folded in back pocket) and would be located in the central area of the property at quite some distance from Brighton Rd. and screened on Brighton Road with an 8 ft. high screening fence as shown on the Site Plan. A detailed plan and profile schematic and photograph of the recycle equipment are also contained in the Figures section that follows this narrative. The recycled materials would then be transported offsite to our asphalt batching sites and to offsite customers at construction project sites. This activity would only be located on the site as long as active inert filling would be ongoing. Once the Speer site has been filled

with inert materials and reclamation underway, recycling would cease at the site. The current CD approval allows for an operational lifespan until December 6, 2017. All materials currently being brought to the site are being deposited at the edge of the lake and pushed into the lake. No materials are being stockpiled for recycling. ASCI will only be recycling materials that are currently stockpiled on the site.

All provisions of the CD approval in 2011 will remain in effect and will carry-over to the recycling operation. This includes all provisions of the Design and Operations Plan submitted with the CD application in 2009 and the approval granted to ASCI in 2011. Hours of operation, truck haul routes, monitoring and inspection requirements, reclamation of the site and all other requirements as contained in the CD approval EXG2009-00002 will be adhered to.

The recycling operation would normally utilize a portion of the un-processed incoming inert construction materials being brought to the site. All loads brought to the inert landfilling site are accounted for by manifesting the load and weight as required by the CD and are not currently being recycled, but are only being used as inert landfill material. This process has been monitored by three government agencies as noted previously on a near yearly basis. Quarterly payments are made to both the State of Colorado and Adams County as a solid waste user fee based on a percentage of the total amount of quarterly incoming loads, as has been done since 2011.

The recycling operation is not a retail/commercial sales operation and is wholesale only. That is, the general public is not allowed to come into the site to purchase small quantities of recycled concrete or asphalt. All sales to outside private parties (including Adams County) are done by pre-arranged contract and for a fixed, agreed-upon price. All sales are noted with invoicing and receipts and all sales taxes are paid to the State of Colorado of which a portion (0.75%) is paid to Adams County. Records of all of these transactions are kept by ASCI onsite and at the main office.

2.1 TRAFFIC AND HAUL ROUTES

Trucking amounts would not increase significantly over what is occurring now with the inert landfilling, as some of the trucks would "backhaul" the recycled materials to our operations and construction sites. The 2000 approval of the CUP for mining at this site, including concrete production and a shop for the mining equipment and mixer trucks, required a traffic study which was approved by Adams County with the only requirement being the construction of a left-turn lane into the site and dedication of R.O.W. along Brighton Rd. That traffic study forecasted impacts to the local roadway system (including US-Hwy. 85) until 2015 and did not include the construction and completion of the 120th Avenue Parkway. The approval of the CUP operations for sand and gravel mining in 2000 allowed the entrance and exit of 266 maximum truck/vehicle trips per day. The approval of the CD operation in 2011 required no further traffic analysis than what was approved in 2000, since the CD operation is a much scaled-down operation compared to the sand and gravel mining. An average of 140 vehicle trips/day have been experienced for the five years of operation at this site. Because there has been no significant traffic increase since 2000 in the immediate area, and the new 120th Avenue Parkway has relieved the traffic volume on both Brighton Rd. and old 120th Ave., another truck traffic impact analysis is not warranted. Trucking amounts would not increase significantly with the approval of recycling operations at this site and will continue to easily fall within the maximum 266 vehicle trips/day approved in 2000. ASCI has had no complaints from neighbors regarding the amount of truck traffic and has used a "broom" in an effort

to keep Brighton Rd. clean of mud and debris from exiting trucks when weather conditions have warranted.

The ASCI truck traffic study submitted as part of the approval for the gravel mining operation showed that with completed road improvements (a left turn lane into the site, completed in 2000), Brighton Rd. could easily handle far more trucks than those that are currently accessing the site and this would also be the case with approval of recycling operations. The completion of the 120th Avenue Parkway has only facilitated better access to our inert landfill site beginning in 2011 where the haul route requires that trucks accessing Brighton Rd. north use 120th Avenue Parkway.

Access to the property is from Brighton Rd. and is the only access to the property with truck traffic coming from the south, not coming from the north through Henderson. There are two gated access points: the northern access is for entrance and the southern access is for exiting. ASCI has widened Brighton Rd. in this area and has supplied a dedicated left-turn lane into the northern access.

All traffic will continue to access the site from the south, exiting off of the new 120th Avenue Parkway north onto Brighton Rd. and then west into the site via the entrance and exit points. All truck traffic to this operation will cease by December 2017, a time-period of only approximately 16 months from the date of this CUP application.

Interior haul routes within the site are one-way entering as directed by signage first to the scale/office and then to the dumping area that is located just southwest of the open lake as shown on the Site Plan. This is the only area of dumping of loads. As required in the CD approval, this is after the load has been inspected, manifested and signed-off on by the truck driver. It is further inspected at the dumping area. Exiting trucks are again required to travel a one-way route as directed by signage to the exit location on Brighton Rd. All loads currently brought to the Speer site are pushed into the lake as inert fill and will not be recycled. The gates onto Brighton Rd. are closed and locked at night.

2.1 IMPACTS TO THE REGIONAL PARK AND SOUTH PLATTE RIVER TRAIL

The location of the recycling operations is far southeast from the current Regional Park and south of 124th Ave./Henderson Rd. on the east side of the South Platte River. Directly west of the proposed operations, the regional park/water-storage reservoirs are currently completely undeveloped.

The current operation is visible from the South Platte River Trail on the west side of the river for only a short distance near the southern area of operations. The remainder of the current operations and stockpiling is screened from view of the bike path/trail by trees and distance from the bike path/trail to the operations area, as ASCI operations are farther to the east separated by a "point bar" and the elevated bench of the river bank. The remaining northern area of the inert landfill area (remaining lake) will not contain any stockpiles or equipment as this area is being used solely for inert backfilling into the lake.

All stockpiles and active operations for inert filling and recycling will cease in December 2017, approximately 16 months from the date of submittal of this CUP.

2.3 SCREENING/LANDSCAPING

ASCI is proposing to construct an 8 ft. high screening fence to be placed upon the southeastern border of the site along Brighton Rd. as part of the approval for this CUP. This fence will be set back just to the inside of right-of-ways that have been given to Adams County on Brighton Rd. This 8 ft. screen fence will block all views of stockpiles, except possibly the very tops, and outside storage from view from Brighton Rd. The screen fence is shown on the Site Plan. ASCI is not proposing landscaping along Brighton Rd. as the request for a recycling CUP is a very short-term request and we do not know the ultimate future of this property. The property along Brighton Rd. would probably be best-suited for a light-industrial type of land use as is the land use on the property on the east side of Brighton Rd. across from the Speer inert landfill site. At the time of re-zoning/CUP of the Speer property for a long-term use, particularly along Brighton Rd., landscaping will be addressed.

2.4 STOCKPILE HEIGHT

Current stockpiles of materials to be recycled consisting of asphalt and concrete can be in excess of approximately 30 ft. in height in some cases. Incoming inert landfilling materials (concrete, asphalt, dirt, brick and tile, etc.) are no longer being stockpiled but are placed next to the lake to be backfilled and pushed into it. Therefore, stockpiles that are currently on the site will continue to be constantly reduced in height. Stockpiles are currently located to the west of Brighton Rd. and will be located slightly west of that area in the central portion of the site until completely gone in December 2017. These areas are shown on the Site Plan. As described above, the 8 ft. high screening fence will block views of the majority of these stockpiles from Brighton Rd. ASCI, as part of this short-term CUP approval, is asking for approval to maintain the current stockpile height of stockpiles on this site for the remainder of the operation until December 2017. This is with the understanding that as a condition of approval, no more materials will be stockpiled on site for recycling, but that the only materials to be recycled are what currently exist on the site.

2.5 OUTSIDE STORAGE

Along with approval for stockpile heights, ASCI is also asking for short-term approval for outside storage of equipment and some supplies. As with stockpiles, the storage areas are shown on the Site Plan and will also not be visible from Brighton Rd. with the installation of the 8 ft. screening fence. Outside storage consists of some pieces of heavy equipment used for the active inert landfilling and recycling process, construction trailers and some traffic control signage located in the southwest area of the site, currently not visible from offsite locations. All active heavy equipment used in the landfilling and recycling process will be removed from the site in December 2017. Some storage of other equipment, such as the construction trailers, may remain on the site for a longer period of time, but again will not be visible from Brighton Rd.

2.6 PERFORMANCE BOND

As part of the approval process for this CUP, it is understood that a Performance Bond is normally required naming Adams County as the beneficiary for the cost of removal (or in this case, filling of the lake with remaining inert materials on the site) should ASCI no longer be able to complete the requirements of the inert filling CD or CUP for recycling. The bonding required for this activity is already in place with a State of Colorado required Division of Reclamation, Mining and Safety ("DRMS") financial

warranty bond in the amount of \$678,169.00 that is current. Bonding to two different agencies should not be required for the same activity. Proof of this bonding is contained in the Supplemental Information section of this narrative.

2.7 APPROVAL CRITERIA (Submittal Item C)

The Conditional Use Permit meets the criteria for approval as follows and all provisions/requirements of the approved CD for this site will also remain in full-force throughout the life of the approval period. It is understood that this request for a Conditional Use Permit for recycling of construction materials on this site is for a period to begin at approval of the CUP and to end by December 6, 2017, a period of approximately 16 months from the date of submittal of the CUP application:

1. The conditional use is permitted in the applicable zone district.

This application for recycling of asphalt and concrete materials through the conditional use process is located on A-3 agriculturally zoned property. Recycling is allowed by Adams County regulations as a Conditional Use on A-3 zoned property. The site is currently an approved inert landfill through Adams County.

2. The conditional use is consistent with the purposes of these standards and regulations.

The conditional use being sought with this submittal is consistent with the zoning regulations of Adams County insofar as recycling is allowed as a conditional use on agriculturally zoned lands and that this activity is consistent with the intent of the Adams County Comprehensive Plan.

3. The conditional use will comply with the requirements of these standards and regulations including, but not limited to, all applicable performance standards.

As evidenced by the submittal document of which this Item C is a part of, all proposed recycling operations will comply with the requirements of the Adams County zoning standards and regulations including, but not limited to, all applicable performance standards.

4. The conditional use 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 and the County. In making this determination, the Planning Commission and the Board of County Commissioners

shall find, at a minimum, that the conditional use will not result in excessive traffic generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, or inappropriate hours of operation.

As evidenced by the submittal document of which this Item C is a part of, all proposed uses will be 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 and the County. Recycling of asphalt and concrete is so similar in operational nature to approved landfilling of these materials, that impacts will be no different than those currently approved with the CD operation.

5. The conditional use permit has addressed all off-site impacts.

As evidenced by the submittal document of which this Item C is a part of, all proposed uses for this Conditional Use for recycling of asphalt and concrete to an approved CD for inert landfilling, has addressed all off-site impacts.

6. The site is suitable for the conditional use including adequate usable space, adequate access, and absence of environmental constraints.

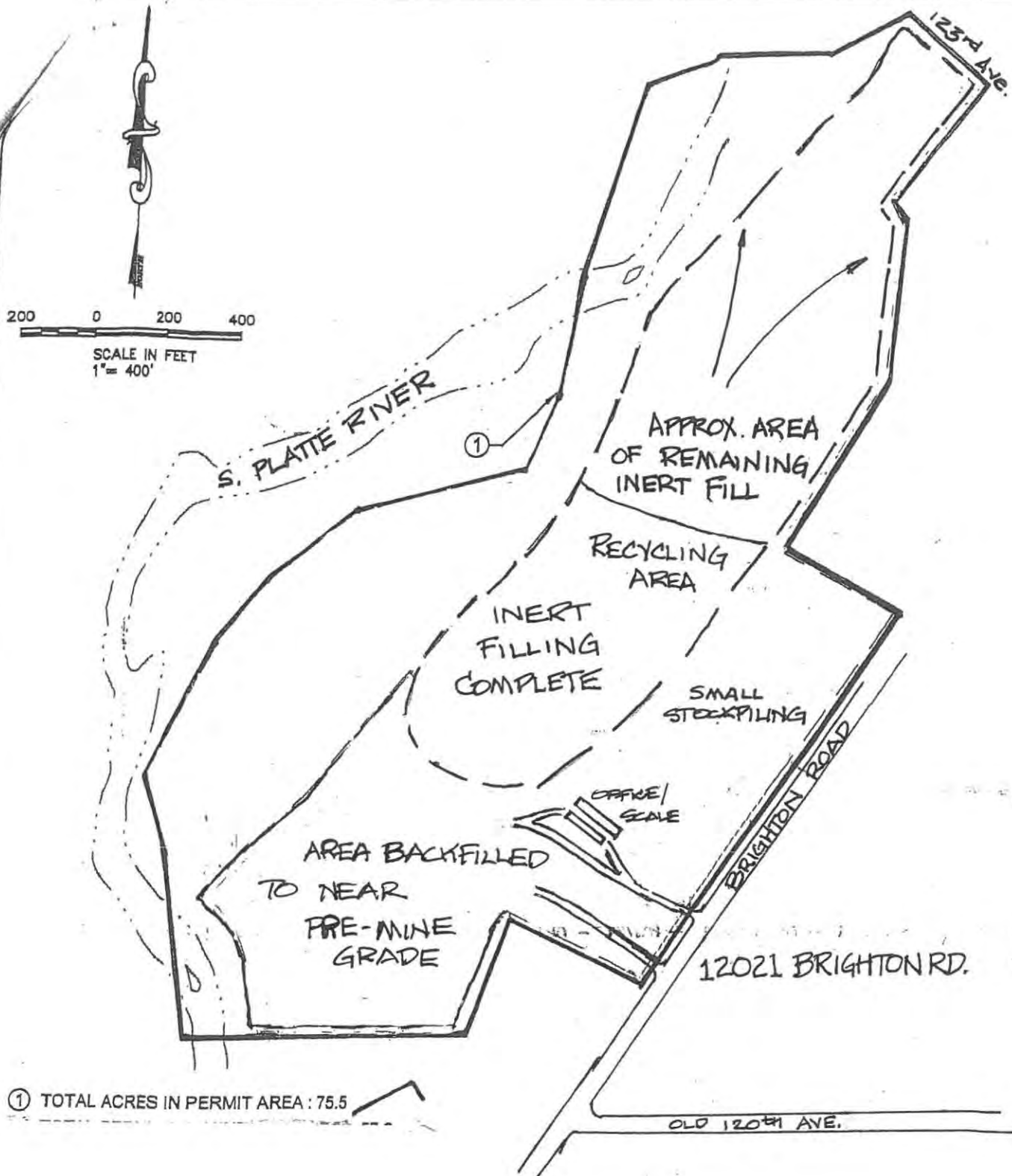
As evidenced by the submittal document of which this Item C is a part of, the proposed Conditional Use for recycling at this site is suitable including adequate usable space, adequate access, and absence of environmental constraints.

7. The site plan for the proposed conditional use will provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.

As evidenced by the submittal document of which this Item C is a part of, the site plan for the proposed conditional use amendment will provide the most convenient and functional use of the lot, where applicable, including open space, fencing, screening, and landscaping.

8. Sewer, water, storm water drainage, fire protection, police protection, and roads are to be available and adequate to serve the needs of the conditional use as designed and proposed.

As evidenced by the submittal document of which this Item C is a part of, storm water drainage, fire protection, police protection, and roads will be available and adequate, where applicable, to serve the needs of the conditional use as designed and proposed. The CD process completed in 2011 by Adams County addressed these same needs for the inert landfilling process and the needs of the proposed operational activities for recycling can and will continue to be met.

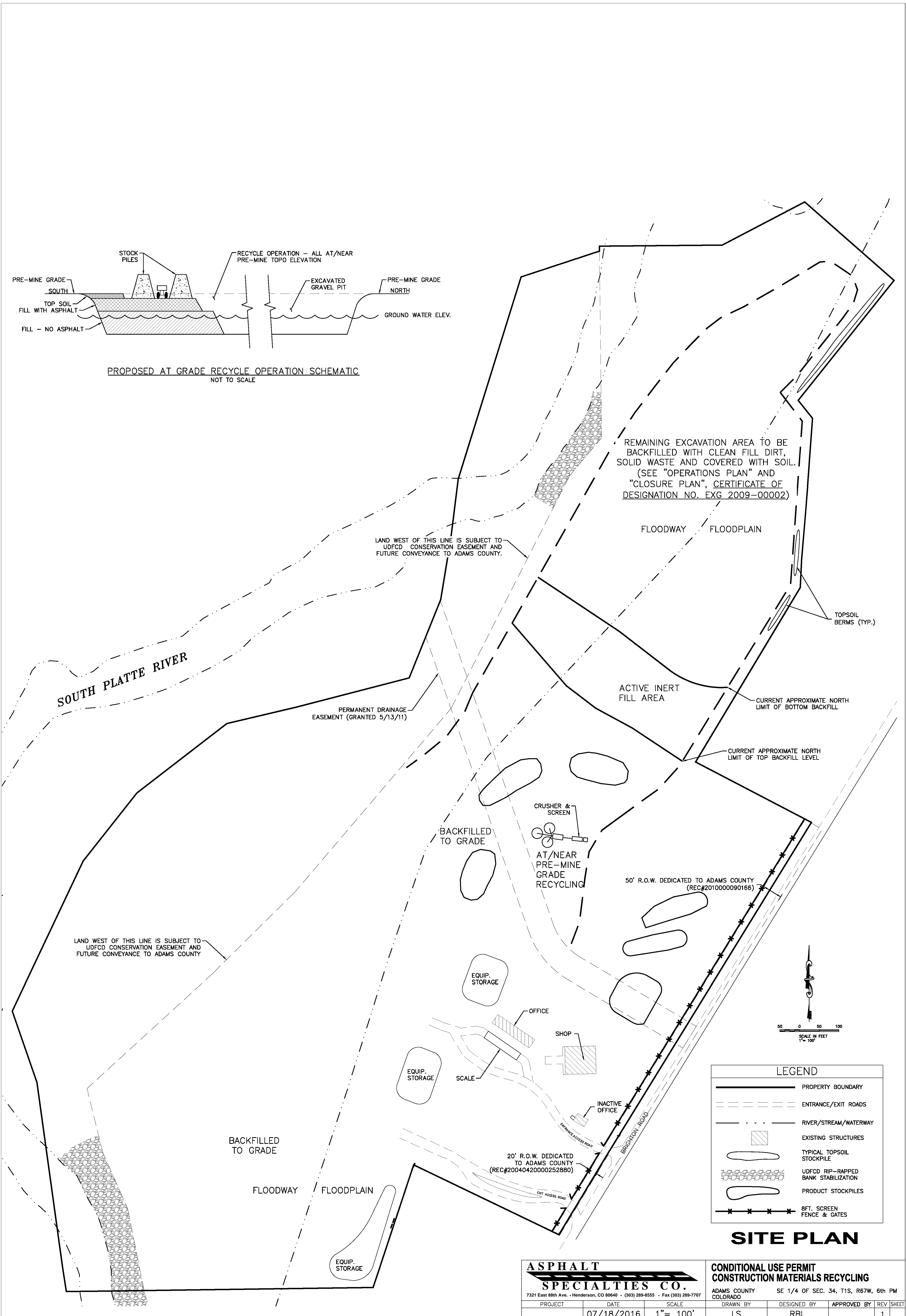


① TOTAL ACRES IN PERMIT AREA : 75.5

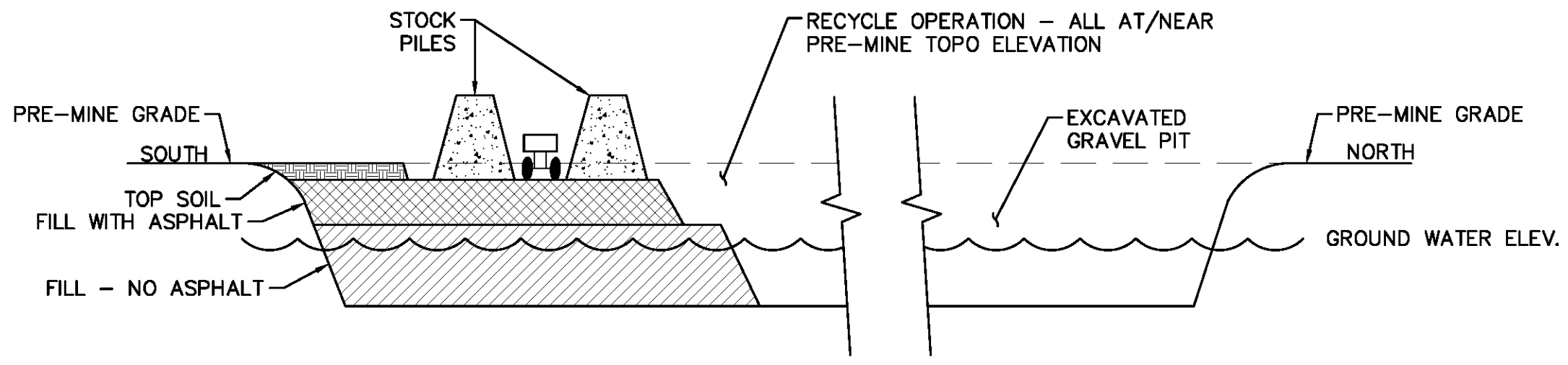
**ASPHALT
SPECIALTIES CO.**

**SPEER INERT LANDFILL SITE MAP
FOR RECYCLING OPERATIONS
EXG2009-00002**

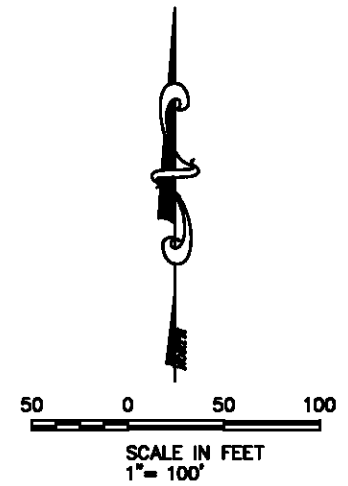
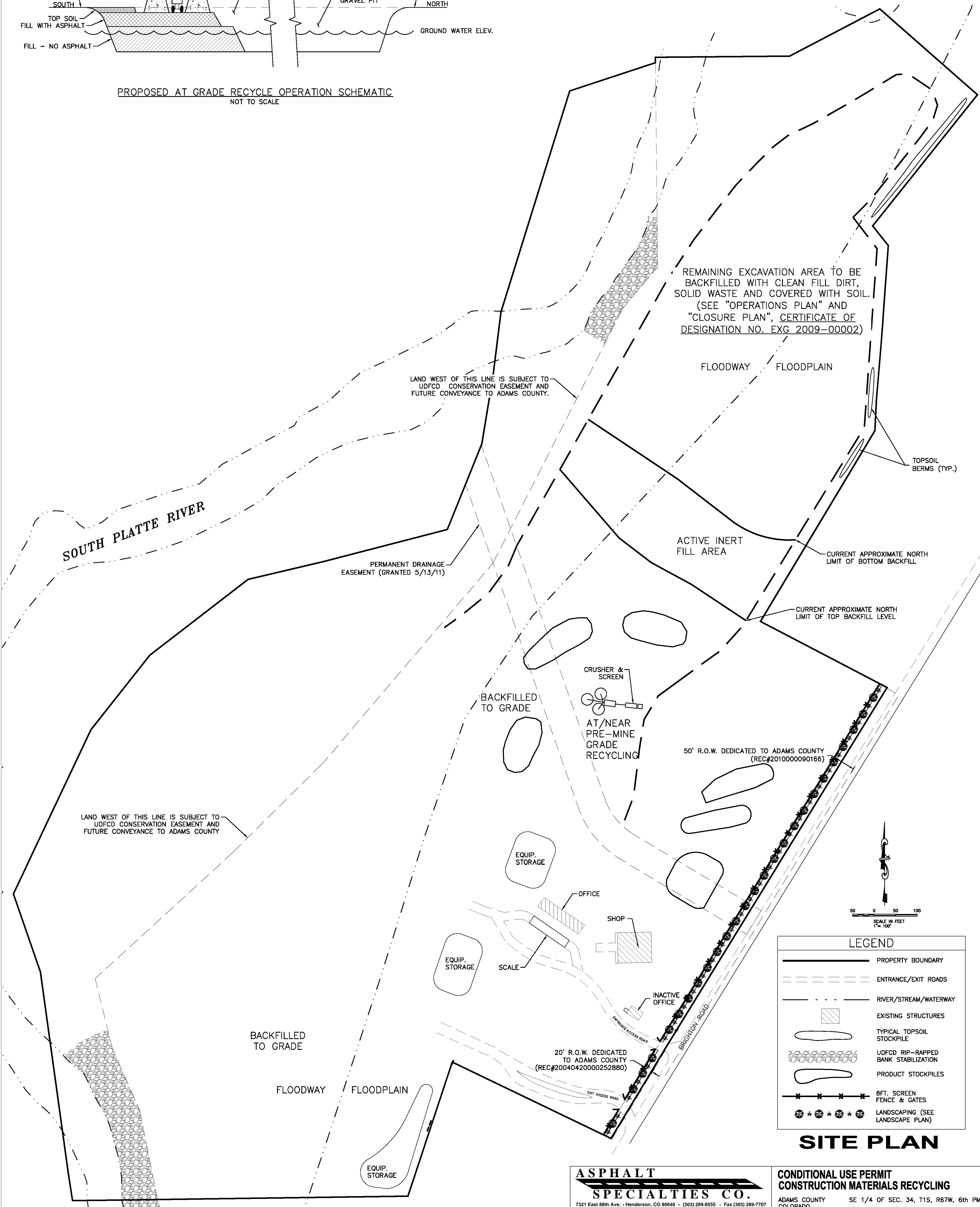
| PROJECT | DATE | SCALE | DRAWN BY | DESIGNED BY | APPROVED BY | REV | SHEET |
|---------|---------|---------|----------|-------------|-------------|-----|-------|
| | 5/25/16 | 1"=400' | SSE | RBL | | | |



| | | | | | | | |
|---------------------------------------------------------------------------------|------------|-----------|----------|----------------------------------------------------------------|-------------|-----|-------|
| ASPHALT SPECIALTIES CO. | | | | CONDITIONAL USE PERMIT CONSTRUCTION MATERIALS RECYCLING | | | |
| 7321 East 88th Ave. • Henderson, CO 80640 • (303) 289-8555 • Fax (303) 289-7707 | | | | ADAMS COUNTY COLORADO SE 1/4 OF SEC. 34, T1S, R67W, 6th PM | | | |
| PROJECT | DATE | SCALE | DRAWN BY | DESIGNED BY | APPROVED BY | REV | SHEET |
| | 07/18/2016 | 1" = 100' | LS | RBL | | 1 | |



PROPOSED AT GRADE RECYCLE OPERATION SCHEMATIC
NOT TO SCALE



| LEGEND | |
|--------|-------------------------------------|
| | PROPERTY BOUNDARY |
| | ENTRANCE/EXIT ROADS |
| | RIVER/STREAM/WATERWAY |
| | EXISTING STRUCTURES |
| | TYPICAL TOPSOIL STOCKPILE |
| | UDFCD RIP-RAPPED BANK STABILIZATION |
| | PRODUCT STOCKPILES |
| | 8FT. SCREEN FENCE & GATES |
| | LANDSCAPING (SEE LANDSCAPE PLAN) |

SITE PLAN

| | | | | | | |
|----------------------------------------------------------------------------------------------------------------------------------|------------|-----------|---------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|-----------|
| ASPHALT SPECIALTIES CO. <small>7321 East 88th Ave. • Henderson, CO 80640 • (303) 289-8555 • Fax (303) 289-7707</small> | | | CONDITIONAL USE PERMIT CONSTRUCTION MATERIALS RECYCLING <small>ADAMS COUNTY COLORADO SE 1/4 OF SEC. 34, T1S, R67W, 6th PM</small> | | | |
| PROJECT | DATE | SCALE | DRAWN BY | DESIGNED BY | APPROVED BY | REV SHEET |
| | 07/18/2016 | 1" = 100' | LS | RBL | | 1 |

Community & Economic
Development Department
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000
Brighton, CO 80601-8204
PHONE 720.523.6800
FAX 720.523.6998

Re-submittal Form

Case Number: _____

Case Manager: _____

Resubmitted Items:

- Development Plan/ Site Plan
- Plat
- Parking/ Landscape Plan
- Engineering Documents
- Subdivision Improvements Agreement
- Other: _____

*All re-submittals must have this cover sheet and a cover letter addressing review comments.

The cover letter must include the following information:

- Restate each comment that requires a response
- Provide a response below the comment with a description of the revisions
- And identify any additional changes made to the original document

For County Use Only:

Date Accepted: _____

Edocs # _____

ASPHALT



SPECIALTIES CO.

10100 Dallas St. • Henderson, CO 80640 • (303) 289-8555 • Fax: (720) 289-7707

RESPONSES TO ADAMS COUNTY
DEVELOPMENT REVIEW TEAM (AND TRI-COUNTY HEALTH) SEPT. 19, 2016
COMMENTS FOR
ASPHALT SPECIALTIES CO., INC. C.U.P SUBMITTAL OF
AUG. 11, 2016 FOR RECYCLING ON THE SPEER INERT LANDFILL SITE
RCU2016-00025

October 10, 2016

Submitted below are responses to comments received by Asphalt Specialties Co., Inc. ("ASCI") on September 19, 2016 to the CUP application for recycling on the Speer Inert Landfill site submitted on August 11, 2016.

ASCI is only responding to comments made by the Adams County Development Review Team and Tri-County Health, as no other referral agency comments expressed any concerns with the proposed CUP for recycling. It should be noted that although both FEMA and UDFCD were referred the CUP application narrative and maps (and are assumed to have received a copy of the FUP application), no comments were received by Adams County concerning floodplain impacts from those reviewing agencies.

The responses are being submitted in the order as received by ASCI and the complete Adams County comments are re-iterated here in *italics* while the responses are answered in standard print.

ENGINEERING REVIEW:

ENG1: Flood Insurance Rate Map – FIRM Panel # (08001C0336H & 08001C0317H), Federal Emergency Management Agency, March 5, 2007. According to the above reference, the majority of the project site is located within a special flood hazard delineated area. The FIRM panels show that approximately half the site located within the 100-year floodway and, the majority of the remainder of the site is located within the 100-year floodplain. Development within the floodway is very restrictive and would require obtaining a Conditional Letter of Map Revision (CLOMR) from FEMA. Development within the 100-year floodplain is also restrictive but allowed and, will require a floodplain use permit be issued by the County.

The ASCI response to this comment is essentially the same information as was submitted with the CUP application. Further information is as follows:

- There are currently some stockpiles located in the FEMA defined floodway of the site, and as

described in the FUP narrative of August 11, 2016, are being rapidly removed and are generally on schedule to be completely removed from the floodway by the end of 2016. Colorado has entered into the low-flow season for river flooding and flooding on the South Platte River is unlikely until next Spring. Flooding did not occur into the Speer Inert Landfill site in either the September 2013 or Spring 2015 flooding events on this portion of the river.

- A “standard, easy” CLOMR processed by FEMA can take 6 to 9 months minimum for processing and this does not include the preparation time to develop the engineering required to change the mapping. There is no guaranty of approval for a CLOMR by FEMA. ASCI is required to be completed with inert filling and the removal of all stockpiles by December 2017.
- Modifying the FEMA floodway at this site would require a CLOMR encompassing a regional analysis taking into account effects at a minimum of 1-2 miles both upstream and downstream of the site. This process could take several years to accomplish and would cost upwards of \$100,000.00 in engineering fees and again, there is no guaranty of approval for the requested map change. This area would certainly require that level of analysis considering the constrictions to the flow of the river already with the 124th Avenue bridge and UDFCD grade-control structure just upstream from the bridge, the 120th Avenue Parkway bridge and the Denver Water Dept. reservoir just upstream from the bridge, and the amount of constricting rip-rap on the banks of this portion of the river.
- The CUP application for recycling is also slated to end in December 2017. The stockpiles in both the floodway and floodplain will be completely removed by the end of 2016 (floodway) and the end of 2017 (floodplain). A FUP application has been submitted by ASCI along with the CUP application for recycling on 8-11-2016.

ENG3: County staff has indicated that the existing site generates a significant amount of dirt and mud that is left on Brighton Rd and 120th Ave. The applicant has indicated that they have used "broom" truck in the past to clean the streets. However, County staff believes the street cleaning needs to happen more frequently. The applicant will need to submit, for review and approval, a street maintenance plan indicating street cleaning methods and schedules. The County will expect the applicant to adhere to the approved street maintenance plan.

ASCI will continue expanding “hard-plate aggregate materials” on all interior haul roads at this site including the entrance and exit access locations. The current tracking control existing of cobble-sized broken concrete at the exit location will be removed and replaced with hard-plate aggregate materials. This will be a much more effective solution to preclude tracking of mud onto Brighton Road. and this material will also enhance dust control remediation procedures for onsite traffic routes. In case of adverse weather conditions at the site which may cause tracking of mud onto Brighton Rd., ASCI will immediately contact our sub-contracting company to use a vacuum truck or pick-up broom to collect the mud and remove any tracked material from Brighton Road. The kick-boom will no longer be employed and no water will be used to clean Brighton Road. These measures will be installed and implemented before October 14, 2016. This street maintenance plan will be adhered to for the duration of the recycling CUP approval/inert filling CD (December 2017).

ENG4: The applicants site plan indicates the installation of large machinery and equipment. If the applicant is proposing to install over 3,000 square feet of impervious area, such as concrete pads and foundations, on the project site, a drainage report and drainage plans in accordance to Chapter 9 of the Adams County Development Review Manual, are required to be completed by a registered professional engineer and submitted to Adams County for review and final approval.

All equipment on the site is portable/mobile and no concrete structures or pads have been installed and none of these structures would be installed to operate the recycling equipment.

ENVIRONMENTAL ANALYST REVIEW

ENV2. Landscaping should be required, as it would mitigate the appearance of the facility and provide compatibility with the surrounding area.

ASCI is proposing to construct an 8 ft. high screening fence to be placed upon the southeastern border of the site along Brighton Rd. as part of the approval for this CUP. This fence will be set back just to the inside of right-of-ways that have been given to Adams County on Brighton Rd. This 8 ft. screen fence will block all views of stockpiles, except possibly the very tops, and outside storage from view from Brighton Rd. The screen fence is shown on the Site Plan. ASCI is not proposing landscaping along Brighton Rd. as the request for a recycling CUP is a very short-term request and we do not know the ultimate future of this property. Landscaping would not improve the appearance of the activities to the west of the screening fence and would take several years to mature. The property along Brighton Rd. would probably be best-suited for a light-industrial type of land use as is the land use on the property on the east side of Brighton Rd. across from the Speer inert landfill site. At the time of re-zoning/CUP of the Speer property for a long-term use, particularly along Brighton Rd., landscaping will be required if appropriate.

ENV3. There are significant concerns regarding the pile heights and 30+ feet should not be allowed, as they can be seen from the nearby Regional Park and thoroughfares. An 8-foot screen fence will not block the view of the tall piles. It is recommended that the pile size be decreased to a height that will not be seen from the park or roadways

Current stockpiles of materials to be recycled consisting of asphalt and concrete can be in excess of approximately 30 ft. in height in some cases, but only in the southwest area of the operation far from Brighton Rd. These high stockpiles are being rapidly reduced in size due to processing and removal. Incoming inert landfilling materials (concrete, asphalt, dirt, brick and tile, etc.) are no longer being stockpiled but are placed next to the lake to be backfilled and pushed into it. Therefore, stockpiles that are currently on the site will continue to be constantly reduced in height. Even stockpiles that are 15 ft. or less in height could be seen from 120th Avenue Parkway in the southwestern area. Stockpiles lower in height are also currently located to the west of Brighton Rd. and will be located slightly west of that area in the central portion of the site until completely gone in December 2017. These areas are shown on the Site Plan. As described above, the 8 ft. high screening fence will block views of the majority of these stockpiles from Brighton Rd. ASCI, as part of this short-term CUP approval, is asking for approval to maintain the current stockpile height of stockpiles (understanding that they are constantly being reduced and removed) on this site for the remainder of the operation until December 2017. This is also with the understanding that as a condition of approval, no more

materials will be stockpiled on site for recycling, but that the only stockpiled materials to be recycled are what currently exist on the site.

The location of the recycling operations is far southeast from the current Regional Park and south of 124th Ave./Henderson Rd. on the east side of the South Platte River. Directly west of the proposed operations, the regional park/water-storage reservoirs are currently completely undeveloped.

The current operation is visible from the South Platte River Trail on the west side of the river for only a short distance near the southern area of operations. The remainder of the current operations and stockpiling is screened from view of the bike path/trail by trees and distance from the bike path/trail to the operations area, as ASCI operations are farther to the east separated by a "point bar" and the elevated bench of the river bank. The remaining northern area of the inert landfill area (remaining lake) will not contain any stockpiles or equipment as this area is being used solely for inert backfilling into the lake.

All stockpiles and active operations for inert filling and recycling will cease in December 2017, approximately 14 months from the date of submittal of these comments and the site will be reclaimed as agricultural and essentially level.

ENV4. Bonding shall be required as determined by the Adams County Development Standards and Regulations. The recycling activity is an activity separate from the filling operation and shall be bonded as such. The current bonding for the facility is with the CO DRMS, which oversees the reclamation of the gravel mine, which is not associated with the recycling operation.

As part of the approval process for this CUP for recycling at the Speer Inert Landfill site, it is understood that a Performance Bond is normally required naming Adams County as the beneficiary for the cost of removal (or in this case, filling of the lake with remaining inert materials on the site) should ASCI no longer be able to complete the requirements of the inert filling CD or CUP for recycling. The bonding required for this activity is already in place with a State of Colorado required Division of Reclamation, Mining and Safety ("DRMS") financial warranty bond in the amount of \$678,169.00 that is current. Bonding to two different agencies should not be required for the same activity.

The DRMS reclamation bond was based on reclaiming the site by complete backfilling with inert materials into the mined-out lake and with top-soiling and re-vegetation of the backfilled materials. The amount of backfill determined for this bonding (as well as the amount approved by the CD for this operation in 2011) was 500,000 cubic yards. The amount of materials remaining on the site to be recycled are much less than this amount and the amount of area to be backfilled is easily one-half of that approved for inert filling (26 acres). Therefore, the site is currently actually over-bonded for the amount of materials remaining on the site. ASCI is also bonded (through a trust agreement) with the CDPHE in the amount of \$170,392.48 for a post-closure bond for 30-years of groundwater sampling at the site.

PARKS REVIEW

PRK1. This property is adjacent to the Adams County Regional Park (on the west) and in close proximity to the South Platte River Trail. Recycling operations, including pile heights and noise, should impact the Park and Trail to the minimum extent possible.

See response under ENV3 above.

PLANNER REVIEW

PLN4. Recycling Uses shall comply with Section 4-10-02-04-07 (see attached). Demonstrate compliance with each listed item.

This item was addressed in the CUP submittal in that all provisions of Section 4-10-02-04-07 are already required and being complied with as part of the CD approval in 2011.

PLN7. The property is located in the A-3 zoning district. Per Section 3-10-01 the purpose of the Agricultural-3 District is to provide land primarily in holdings of at least 35 acres for dryland or irrigated farming, pasturage, or other related food production uses. The use is not consistent with the existing zoning.

PLN8. The property is located within the Agriculture future land use. Agriculture areas are those locations that are not expected to develop, except for limited areas of very low density residential at densities of 1 dwelling per 35 acres, for the foreseeable future. These areas are typically characterized by a lack of urban services. The use is not consistent with this designation.

The currently approved use of this property for an inert landfill is also not consistent with the existing zoning. The recycling CUP being requested is for a temporary use of this land as is the inert filling operation. The zoning will remain Agriculture at this time and at the closure of this site and will be reclaimed as such. At some point in the near-future, a possible change of zone or conditional use will be applied for with Adams County for a more permanent and compatible use of the property similar to surrounding uses.

PLN9. The site would be required to conform to the County's landscaping requirements outlined in Section 4-16. The applicant shall provide a landscaping and screening plan that conforms to the regulations. Please provide the required landscaping plan.

See response under ENV2 previous.

PLN10. Address stockpile locations and heights. Staff will not support stock piles heights that could be seen from the public right-of-ways or from neighboring properties. Pile heights of 30 feet or greater are unacceptable. Please address this issue and detail how the piles can be reduced significantly in the short term. Can the piles be reduced to eight feet or less? Please provide more information.

See response under ENV3 previous.

PLN11. You need to address the concerns from Parks concerning trail impacts. Note that trails are required to be buffered per section 4-16-18-02. At a minimum, this includes a 15-foot buffer yard

width with 3 trees per 60 linear feet. Please see the comments from Parks and reach out to them to determine if their concerns will be met.

The location of the recycling operations is far southeast from the current Regional Park and south of 124th Ave./Henderson Rd. on the east side of the South Platte River. Directly west of the proposed operations, the regional park/water-storage reservoirs are currently completely undeveloped.

The current operation is visible from the South Platte River Trail on the west side of the river for only a short distance near the southern area of operations. The remainder of the current operations and stockpiling is screened from view of the bike path/trail by trees and distance from the bike path/trail to the operations area, as ASCI operations are farther to the east separated by a "point bar" and the elevated bench of the river bank. The remaining northern area of the inert landfill area (remaining lake) will not contain any stockpiles or equipment as this area is being used solely for inert backfilling into the lake.

All stockpiles and active operations for inert filling and recycling will cease in December 2017, approximately 14 months from the date of submittal of these comments and the site will be reclaimed as agricultural and essentially level.

PLN12. Address how you will keep public roads and neighboring free from debris and dust. See comments from engineering.

See response under *ENG3* previous.

PLN13. Provide more information about the outdoor storage. Only equipment associated with the CD operations or the recycling operations would be allowed. What are the construction trailer and traffic control items being used for?

Construction trailers and traffic control equipment are simply "overflow" from our other construction yards and are located on this site for temporary convenience. All outside storage will be screened by the 8 ft. screening fence along Brighton Rd. ASCI is currently in a Use by Special Review process with Weld County for a multiple-use site that will include equipment storage. Approval of this use is expected by the end of 2016 and all storage of non-essential equipment for recycling or inert landfilling will be moved to this location in early 2017. In the worst case, the construction trailers and traffic control equipment will be removed entirely from this site along with all operations by December 6, 2017.

PLN14. You will need to provide a performance bond associated with the recycling facility as required per code. Please provide an analysis concerning the bond and the amount that will be provided to Adams County. Prior to commencing operations, and thereafter during the active life of the facility, and for one (1) year after closure, the operator shall post and maintain a performance bond or other approved financial instrument with Adams County. The amount of said bond shall be necessary to remove materials from recycling facilities for disposal at an appropriate disposal facility. The amount of the bond shall be calculated to include removal, tipping fees, and transportation costs. Should any corrective actions be required by the County in order to protect the health, safety, and general welfare which result from failure of the operator to follow any regulations, standards, or conditions of approval, the performance bond shall be forfeited in an amount sufficient

to defray the expense of said actions, including staff time expended by Adams County involved in such corrective actions.

PLN15. Should staff consider this recycling request, the expiration of the CUP would need to coincide with the expiration of the CD (or sooner).

See response under ENV4 previous.

TRI-COUNTY HEALTH DEPT.

Tri-County Health has several low-level comments that are addressed below. The Tri-County Health comments are paraphrased for convenience.

Registering the Construction and Demolition Recycling Facility with CDPHE

This comment has to do with registering the recycle facility with CDPHE.

CDPHE has already commented on the recycling facility and has no involvement with the proposed recycling operation, only with the inert landfill.

Vector Control-Outside Storage

This comment has to do with vector control (mice and rats).

The areas of inert landfiling, recycling and stockpiles are far too active and disturbed for any establishment of mice and rats or any other wildlife. The wording on the map for the “abandoned” office building was probably incorrect as this structure is only “abandoned” in the sense that it is no longer being used as an office. It is still used for storage of some onsite equipment components and is often entered into. The structure has no basement and all windows and doors are effectively sealed.

Fugitive Dust

This comment has to do with the generation of fugitive dust on the site and air permitting.

This site is fully-permitted with the APCD and fugitive dust is controlled with water on the active interior haul roads and areas of active inert filling into the mined-out lake. All onsite operational equipment for crushing and screening is portable/mobile and are individually permitted with the APCD.

Community & Economic
Development Department
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000
Brighton, CO 80601-8204
PHONE 720.523.6800
FAX 720.523.6998

Re-submittal Form

Case Number: RCU2016-00025

Case Manager: Chris LaRue

Resubmitted Items:

- Development Plan/ Site Plan
- Plat
- Parking/ Landscape Plan
- Engineering Documents
- Subdivision Improvements Agreement
- Other: 2nd responses to application revue comments.

*All re-submittals must have this cover sheet and a cover letter addressing review comments.

The cover letter must include the following information:

- Restate each comment that requires a response
- Provide a response below the comment with a description of the revisions
- And identify any additional changes made to the original document

| |
|------------------------------------------------------------------------------|
| <p>For County Use Only:</p> <p>Date Accepted: _____</p> <p>Edocs # _____</p> |
|------------------------------------------------------------------------------|

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Erik Hansen
DISTRICT 3

Steve O'Doriso
DISTRICT 4

Jan Pawlowski
DISTRICT 5

ASPHALT



SPECIALTIES CO.

10100 Dallas St. • Henderson, CO 80640 • (303) 289-8555 • Fax: (720) 289-7707

ADDITIONAL RESPONSES TO ADAMS COUNTY
DEVELOPMENT REVIEW TEAM NOV. 8, 2016 COMMENTS FOR
ASPHALT SPECIALTIES CO., INC. C.U.P SUBMITTAL OF
AUG. 11, 2016 FOR RECYCLING ON THE SPEER INERT LANDFILL SITE
RCU2016-00025

November 29, 2016

Submitted below are additional responses to comments received by Asphalt Specialties Co., Inc. ("ASCI") on November 8, 2016 to the CUP application for recycling on the Speer Inert Landfill site submitted on August 11, 2016.

The responses are being submitted in the general order as received by ASCI. The comments received by ASCI were not in a formatted order and specifically set-out by each county development review team member/division and so are being answered in the most logical order that ASCI can ascertain. Adams County comments are paraphrased here in *italics* while the responses are answered in standard print.

PLANNER REVIEW:

Items stored on the site that are not to be utilized for the activities onsite are not permitted and need to be removed immediately.

The ASCI response to this comment is essentially the same information as was submitted with the CUP application and from the first set of responses to comments regarding this application. Construction trailers and traffic control equipment are simply "overflow" from our other construction yards and are located on this site for temporary convenience. All outside storage will be screened by the 8-ft. screening fence along Brighton Rd. ASCI is currently in a Use by Special Review process with Weld County for a multiple-use site that will include equipment storage. Approval of this use is expected by the first quarter of 2017 and all storage of non-essential equipment for recycling or inert landfilling on the Speer site will be moved to this location in early 2017. In the worst case, the construction trailers and traffic control equipment will be removed entirely from this site along with all operations by December 6, 2017.

Landscaping should be utilized for your site along with screen fencing where the site can be seen from 120th Ave., Brighton Rd. and the trail and County properties to the west. (This concern was also expressed by the Environmental Analyst)

ASCI is proposing to construct an 8-ft. high screening fence to be placed upon the southeastern border of the site along Brighton Rd. as part of the approval for this CUP. This fence will be set back just to the inside of right-of-way's that have been given to Adams County on Brighton Rd. This 8-ft. screen fence will block all views of outside storage from view from Brighton Rd. The screen fence is shown on the Site Plan. ASCI is open to the possibility of landscaping along Brighton Rd., but is unsure of the extent of landscaping being requested. We have included an example of landscaping that was approved by Weld County along WCR-27 north of Brighton and that is also being proposed at another site in Weld County at this time. Is this what Adams County is looking for? We would then set back the screening fence further to accommodate the strip of landscaping area. The Parks Dept. has no further comment to this CUP and so appear to be satisfied that landscaping along the west side of the site (Platte River location) is not warranted. Landscaping along the southern boundary of the CUP site would serve no purpose as views of the operation from 120th Avenue Parkway cannot be blocked due to the higher-elevation of 120th Avenue Parkway.

The request for a recycling CUP is a very short-term request and we do not know the ultimate future of this property. Landscaping would not improve the appearance of the activities to the west of the screening fence and would take several years to mature. The property along Brighton Rd. would probably be best-suited for a light-industrial type of land use as is the land use on the property on the east side of Brighton Rd. across from the Speer inert landfill site. At the time of re-zoning/CUP of the Speer property for a long-term use, particularly along Brighton Rd., landscaping will be required anyway.

We are still concerned about bonding and would require that Adams County be included. Can the existing bonds with the state agencies also include Adams County in some manner to satisfy the requirement?

As part of the approval process for this CUP for recycling at the Speer Inert Landfill site, it is understood that a Performance Bond is normally required naming Adams County as the beneficiary for the cost of removal (or in this case, filling of the lake with remaining inert materials on the site) should ASCI no longer be able to complete the requirements of the inert filling CD or CUP for recycling. The bonding required for this activity is already in place with a State of Colorado required Division of Reclamation, Mining and Safety ("DRMS") financial warranty bond in the amount of \$678,169.00 that is current. Bonding to two different agencies should not be required for the same activity. The bond with the DRMS cannot be altered to name two different obliges. The CUP being requested with this application will only be in effect for approximately one more year (December 6, 2017). What would Adams County want the bonding to be based upon and how much money should the bond then be set for?

The DRMS reclamation bond was based on reclaiming the site by complete backfilling with inert materials into the mined-out lake and with top-soiling and re-vegetation of the backfilled materials. The amount of backfill determined for this bonding (as well as the amount approved by the CD for this operation in 2011) was 500,000 cubic yards. The amount of materials remaining on the site to be

recycled are much less than this amount and the amount of area to be backfilled is easily one-half of that approved for inert filling (26 acres). Therefore, the site is currently actually over-bonded for the amount of materials remaining on the site. ASCI is also bonded (through a trust agreement) with the CDPHE in the amount of \$170,392.48 for a post-closure bond for 30-years of groundwater sampling at the site.

ENGINEERING REVIEW

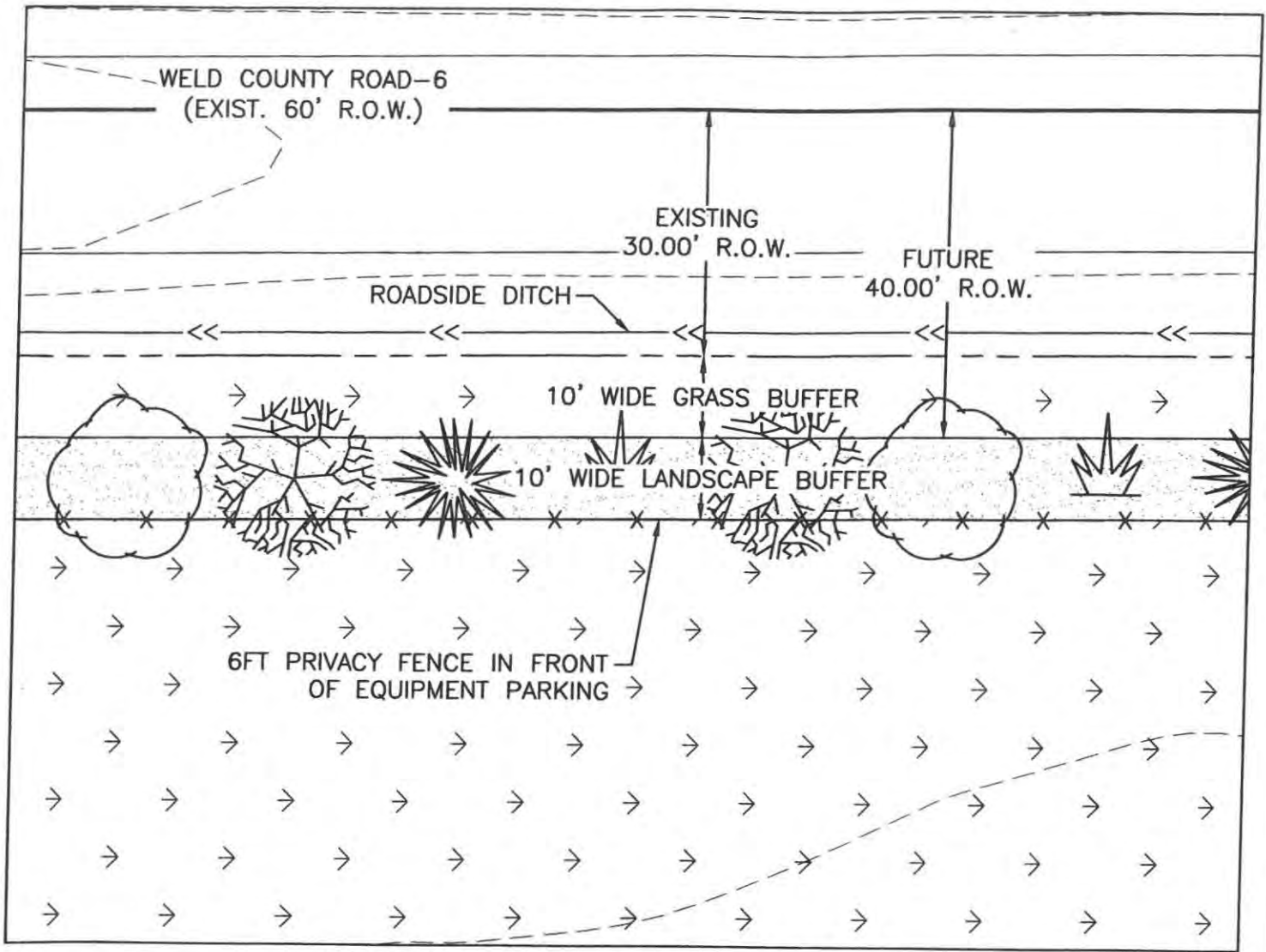
Development Engineering will require additional documentation for the proposed tracking control plan and street maintenance plan from the applicant.

This comment/concern was apparently resolved in two separate e-mails sent to Adams County (Chris LaRue and Greg Labrie) on November 14, 2016. They are being attached to this response for re-clarification.

PARKS REVIEW

No further comments from the Parks Department.





LANDSCAPING PLAN



WCR-6 AND LANDSCAPE DETAIL

SCALE: 1"=20'

LANDSCAPE LEGEND

- 
 DECIDUOUS TREE
 7 - FLOWERING CRABAPPLE
 CALIPER = 4"±
- 
 CONIFEROUS TREE
 4 - NATIVE PINE
 CALIPER = 4"±
- 
 BUSH/SHRUB
 7 - GOLDEN PRIVET
 HEIGHT = 2'-3'
- 
 ORNAMENTAL GRASS
 8 - BIG BLUESTEM
 HEIGHT = 3'±

E-MAIL/LETTER CORRESPONDENCE WITH
ADAMS COUNTY STORMWATER MANAGEMENT DIVISION

Rob Laird

From: Rob Laird
Sent: Monday, November 14, 2016 2:54 PM
To: 'clarue@adcogov.org'
Cc: 'Greg Labrie'; Gary Stillmunkes
Subject: FW: Adams County Speer Storm Sewer Violation
Attachments: 13309.png; 13316.png; 13318.png; 13321.png; 13323.png; 13327.png; 13330.png; 13333.png; Outfall Storm Pipe East.jpg; Outfall West Storm Pond Outlet pipe.jpg; Speer Erosion Control Blanket with seed.jpg; 13488.jpeg

Chris and Greg:

Please see e-mails and data and photos below. There must be other communication and info previous to this as well. It seems to be that there is some mis-communication at Public Works/Engineering on the maintenance issue for the Speer site. This appears to have all been taken care of and has included a maintenance plan for the future. Please get with Juliana.

Take whatever language has been committed to for a maintenance plan and that can be incorporated into the USR conditional uses. Rob Laird

From: Juliana J. Archuleta [<mailto:MJArchuleta@adcogov.org>]
Sent: Thursday, November 10, 2016 2:54 PM
To: Gary Stillmunkes <GaryS@asphaltspecialties.com>
Cc: Christopher LaMere <CLaMere@adcogov.org>; Gordon Stevens <GStevens@adcogov.org>; John Dyer <JDyer@adcogov.org>; David Rausch <DRausch@adcogov.org>
Subject: RE: Asphalt Specialties - Meeting Notes: 10/14/2016

This is great, thank you for sending the pictures. Please keep this email for your records.
The NOV dated 10/05/2016 is now closed. All requested items have been addressed properly.

- 1) Please ensure the kick broom is no longer in use and sweeping continues to be done by a vacuum sweeper.
- 2) Continue evaluating the internal road material to minimize tracking. If tracking becomes an issue, consider installing a VTC.
- 3) You can remove the rock socks on both inlets downstream. They are too small and will probably be pushed in the inlet box by snowplowers.

Thanks again for all your help,



Juliana Archuleta
Stormwater Coordinator, Transportation Department
ADAMS COUNTY, COLORADO
4430 South Adams County Parkway, Suite W2000B
Brighton, CO 80601-8212

Main: 720.523.6400 | Direct: 720.523.6869

mjarchuleta@adcogov.org | www.adcogov.org/stormwater

From: Gary Stillmunkes [mailto:GaryS@asphaltspecialties.com]
Sent: Tuesday, November 08, 2016 10:31 AM
To: Juliana J. Archuleta
Cc: Christopher LaMere
Subject: RE: Asphalt Specialties - Meeting Notes: 10/14/2016

Juliana,

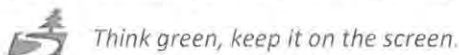
Please find the following attachment pictures where Asphalt Specialties had addressed and completed Item 3, listed below.

Crews had cleaned out inlets and pipe outfall to the storm water pond area, ensuring everything is cleaned. We have also installed native seed and erosion control blankets at inlet area. Once you review the attachments you can see we have completed all items regarding the violation notice.

Thank you,

Gary Stillmunkes
Asphalt Specialties Co., Inc.
10100 Dallas Street
Henderson, CO 80640
Direct Line: (720)322-7056
Office: (303)289-8555
Fax: (303)289-7707
Cell: (303)994-0408
Web: www.asphaltspecialties.com

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From: Juliana J. Archuleta [mailto:MJArchuleta@adcogov.org]
Sent: Tuesday, October 25, 2016 9:06 AM
To: Gary Stillmunkes <GaryS@asphaltspecialties.com>
Cc: Christopher LaMere <CLaMere@adcogov.org>
Subject: RE: Asphalt Specialties - Meeting Notes: 10/14/2016

Hi Gary, would you please send us an update about item #3 below? Thanks,



Juliana Archuleta
Stormwater Coordinator, Transportation Department
ADAMS COUNTY, COLORADO
4430 South Adams County Parkway, Suite W2000B
Brighton, CO 80601-8212

Main: 720.523.6400 | Direct: 720.523.6869

mjarchuleta@adcogov.org | www.adcogov.org/stormwater

From: Gary Stillmunkes [<mailto:GaryS@asphaltspecialties.com>]
Sent: Tuesday, October 18, 2016 9:15 AM
To: Juliana J. Archuleta
Subject: RE: Asphalt Specialties - Meeting Notes: 10/14/2016

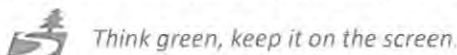
Hi Juliana,

I did receive your email and will get with the owner for his input and will be back in touch.

Thank you,

Gary Stillmunkes
Asphalt Specialties Co., Inc.
10100 Dallas Street
Henderson, CO 80640
Direct Line: (720)322-7056
Office: (303)289-8555
Fax: (303)289-7707
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From: Juliana J. Archuleta [<mailto:MJArchuleta@adcogov.org>]
Sent: Monday, October 17, 2016 3:22 PM
To: Gary Stillmunkes <GaryS@asphaltspecialties.com>
Cc: Christopher LaMere <CLaMere@adcogov.org>
Subject: FW: Asphalt Specialties - Meeting Notes: 10/14/2016

Hi Gary, I sent this list to the wrong contact this morning, sorry I did not realize that by the time we talked over the phone this afternoon. Let me know if this make sense now.

From: Juliana J. Archuleta
Sent: Monday, October 17, 2016 10:11 AM
To: 'Gentry, Gary (BMT - San Antonio)'
Cc: Christopher LaMere; John Dyer; David Rausch
Subject: FW: Asphalt Specialties - Meeting Notes: 10/14/2016

Good morning Gary,

Thank you for meeting with us on Friday. We made an effort to come up with a list of reasonable action items. Please go over the list below and let us know if you have any questions.

- 1) Internal Roads:
 - a. The VTC was removed and a mix of asphalt and recycling shingles was use on all the internal roads.
 - b. The county is initially willing to test the performance of this road as long as tracking is reduced/minimized.

- c. Another inspection will be performed in the next 2 weeks to evaluate the compaction and tracking.
- d. Please provide material specifications/description.
- e. If additional material is added:
 - i. It is recommended to apply thin layers, water and compact them before the next layer is applied (this is just a recommendation, it may not warrant adequate compaction)
 - ii. Grade area in a way to route any on-site run-off towards the on-site retention pond.

2) Road-side along Henderson:

- a. Please just continue sweeping regularly (vacuuming) as close to the edge of the pavement as possible.
- b. Do not grade the road-side/shoulder. The benefits are not greater than the potential issues that we can create such as exposing more soil, creating flooding issues to neighbors, etc.

3) Storm sewer system downstream:

- a. Remove dirt from both inlet openings, around 10 ft radius. Grade/rake/hand seed/place blanket around this 10 ft area (add topsoil if needed). See document attached for guidance.
- b. Vacuum and jet both inlets, the pipe between the inlets and also the pipe from the west inlet into the pond. Coordinate with John Dyer so he can be present during cleaning operations: C: 720-597-1188
- c. Remove sediment from the concrete trickle channel. Coordinate with John Dyer, to access the fenced pond: C: 720-597-1188.

Please keep us updated about the progress and/or estimated completion date. We need to document on our end and re-inspect before we can close this case. Thanks again for all your collaboration and understanding.



Juliana Archuleta

Stormwater Coordinator, Transportation Department

ADAMS COUNTY, COLORADO

4430 South Adams County Parkway, Suite W2000B

Brighton, CO 80601-8212

Main: 720.523.6400 | Direct: 720.523.6869

mjarchuleta@adcoqov.org | www.adcogov.org/stormwater

ASPHALT



SPECIALTIES CO.®

10100 Dallas Street

Henderson, CO 80640

(303)289-8555

October 10, 2016

Adams County
Juliana Archuleta
Stormwater Management Division
4430 S. Adams County Parkway
Ste. W2000B
Brighton, CO 80601

RE: Notice of Violation ILD-00250 ASCI 12021 Brighton Road

Ms. Archuleta,

Asphalt Specialties Co., Inc. (ASCI) is providing a respond and addressing the above referenced "Notice of Violation" letter by Christopher LaMere on October 5, 2016. The notice letter provided details regarding his stormwater site investigation visit at the 12021 Brighton Road property owned by ASCI. The correspondence states a compliance violation regarding methods for cleaning Brighton Road of tracked materials sediment from the property.

- Property was brought into compliance immediately upon notification of violation on October 3rd by close of business. The material that was tracked onto Brighton Road was collected and properly disposed of by the dry method.
- Vehicle Tracking pad was cleaned and refreshed by close of business October 3rd.
- ASCI personnel immediately discontinued use of kick broom and watering of roadway. Prior to notification ASCI Inert Landfill personnel monitored and cleaned roadway as needed for volume of traffic exiting from site.
- Daily remediation procedures listed below have been implemented effective, October 4, 2016.

ASCI will continue expanding "hard-plate aggregate materials" on all interior haul roads at this site including the entrance and exit access locations. The current tracking control existing of cobble-sized broken concrete at the exit location will be removed and replaced with hard-plate aggregate materials. This will be a much more effective solution to preclude tracking of mud onto Brighton Road, and this material will also enhance dust control mediation procedures for onsite traffic routes. In case of adverse weather conditions at the site which may cause tracking of mud onto Brighton Rd., ASCI will immediately contact our sub-contracting company to use a vacuum truck or pick-up broom to collect the mud and remove any tracked material from Brighton Road. The kick-boom will no longer be employed and no water will be used to clean

Brighton Road. These measures will be installed and implemented before October 14, 2016. This street maintenance plan will be adhered to for the duration of the recycling CUP approval/inert filling CD (December 2017).

Asphalt Specialties Co., Inc. has completed all items and is requesting a site inspection to document that best practice procedures have been implemented.

Sincerely,

A handwritten signature in cursive script that reads "gary stillmunkes".

Gary Stillmunkes
ASCI – Business Manager
Direct Line: (720)322-7056
Email: garys@asphaltspecialties.com

SUMMARY OF NEIGHBORHOOD MEETING

On August 10, 2016 at 6:00 PM, a neighborhood meeting was held at the County Regional Park in the "Red Cross" building. This meeting was announced by letter to all surrounding property owners within 500 ft. from a list that was prepared by Adams County. All notices were sent on July 27, 2016, fully 15 days prior to the meeting. The meeting was held to explain the purpose for the recycling CUP with a verbal and graphic presentation of the proposal and to discuss any issues that nearby property owners would have with the proposed use of the property for recycling. Adams County was copied on the notice package via the postal service and in an e-mail on July 28, 2016 to Chris LaRue.

ASCI provided a sign-in sheet and comment sheets for those who wished to have written comments to us. The completed sign-in sheet follows. These neighbors will probably wish to continue to be informed of the dates for public hearings. Rob Laird (ASCI) gave a brief presentation of the site and the purpose for the CUP for recycling operations and that the operations would cease in December 2017. Gary Stillmunkes (ASCI) took notes which also follow.

Results of the meeting can be summarized as follows:

- Most comments as shown by the notes taken centered around truck traffic, dust from interior haul roads and on Brighton Rd. and from stockpiles during high winds.
- Ensuring that trucks cover their loads.
- And cleaning-up and removing the berms along with the installation of the 8 ft. screen fence on Brighton Rd. and repairing fences where needed.
- The neighbors that attended were appreciative of holding this meeting and looked forward to the winding-down and cessation of industrial activities on the site in December 2017.

For the short time that ASCI will be remaining on this site with active operations, ASCI re-committed to the neighbors at the meeting that we would reinforce our policies on covered loads and using "Jake" brakes on 120th Parkway the best we could, although these actions are governed by the State of Colorado, not ASCI. We also committed to trying to make sure that a water truck was always available to keep the interior haul roads watered so as to preclude excessive dust. The continued use of the "broom" on Brighton Rd. during inclement weather periods will be enforced.

8/10/16 - bpm Neighbor Meeting
Speer CUP Application - Recycling

Rob - Explained Meeting purpose
History of site -

Discussed scope of work with CUP Application
WHAT CUP MEANS for official AUTHORIZATION

FUTURE USE - AGRICULTURAL in floodway

Light Ind. ZONE NEXT to Brighton Road
Closing of site with existing activities

Comments -

Dust Control - Rdways + Stockpiles / NEED to INCREASE

Keeping Brighton Rd CLEANER

Beems Need to be REMOVED

Commit to 8' screened fencing -

Fence along CASTLE Property

Truck Traffic using JAKE BRAKES - Need

Truck Drivers cover their LOADS - ENFORCEMENT

Save tree @ 124

Asphalt Specialties Co., Inc.

Speer CUP (conditional use permit)

Neighborhood Meeting

| | Date | Print Name | Address | Phone/Email number |
|----|-----------|----------------------------|-------------------------------|--------------------|
| 1 | 8/10/2016 | Mel Burbach | 12199 Brighton Rd. | 303-659-3682 |
| 2 | 8/10/2016 | Richard & Geraldine Haight | 12200 Brighton Rd. | 303-659-3426 |
| 3 | 8/10/2016 | Shirley Cutler | 12395 Brighton Rd | 303 659 3701 |
| 4 | 8/10/2016 | Jolene Prill | 12375 Brighton Rd | 303 654-1337 |
| 5 | 8/10/2016 | Jolene Sweetman | 11920 Brighton Rd | 303 286 1651 |
| 6 | 8/10/2016 | Kevin Sweetman | 11920 Brighton Rd | 303 434 1262 |
| 7 | 8/10/2016 | Tom Walahodi | 12383 Brighton Rd | 303-659-7244 |
| 8 | 8/10/2016 | Lee Nelson | 10920 EAST 120 th | |
| 9 | 8/10/2016 | Dianna Krennheller | 10391 E. 123rd Ave | 720-289-4124 |
| 10 | 8/10/2016 | Dan Kremer | 10371 E 123 rd Ave | 720 299 4972 |
| 11 | 8/10/2016 | ALFREDO GARCIA | 10321 E 123 rd Ave | 303-655-0976 |
| 12 | 8/10/2016 | | | |
| 13 | 8/10/2016 | | | |
| 14 | 8/10/2016 | | | |
| 15 | 8/10/2016 | | | |
| 16 | 8/10/2016 | | | |
| 17 | 8/10/2016 | | | |
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| 19 | 8/10/2016 | | | |
| 20 | 8/10/2016 | | | |
| 21 | 8/10/2016 | | | |
| 22 | 8/10/2016 | | | |
| 23 | 8/10/2016 | | | |
| 24 | 8/10/2016 | | | |
| 25 | 8/10/2016 | | | |

Community & Economic
Development Department
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000
Brighton, CO 80601-8204
PHONE 720.523.6800
FAX 720.523.6998

Development Review Team Comments

Date: 9/19/2016

Project Number: RCU2016-00025

Project Name: Asphalt Specialties Co.

Note to Applicant:

The following review comments and information from the Development Review Team is based on the information you submitted for the Conceptual Review meeting and applicable to the submitted documents only. The Development Review Team review comments may change if you provide different information during the scheduled Conceptual Review meeting date. Please contact the case manager if you have any questions:

Commenting Division: Building Review

Name of Reviewer: Justin Blair

Date: 08/22/2016

Email: jblair@adcogov.org

No Comment

Commenting Division:

Name of Reviewer: Matthew Emmens

Date: 09/16/2016

Email: memmens@adcogov.org

Resubmittal Required

All comments are site specific

ENG1: Flood Insurance Rate Map – FIRM Panel # (08001C0336H & 08001C0317H), Federal Emergency Management Agency, March 5, 2007. According to the above reference, the majority of the project site is located within a special flood hazard delineated area. The FIRM panels show that approximately half the site located within the 100-year floodway and, the majority of the remainder of the site is located within the 100-year floodplain. Development within the floodway is very restrictive and would require obtaining a Conditional Letter of Map Revision (CLOMR) from FEMA. Development within the 100-year floodplain is also restrictive but allowed and, will require a floodplain use permit be issued by the County.

ENG2: The applicant's submittal included information concerning traffic impacts. The information indicates that impacts from this additional use would not increase traffic impacts beyond what was approved with the original conditional use permit for this site in 2000 (RCU2000-00058). Staff is in agreement with this conclusion.

ENG3: County staff has indicated that the existing site generates a significant amount of dirt and mud that is left on Brighton Rd and 120th Ave. The applicant has indicated that they have used "broom" truck in the past to clean the streets. However, County staff believes the street cleaning needs to happen more frequently. The applicant will need to submit, for review and approval, a street maintenance plan indicating street cleaning methods and schedules. The County will expect the applicant to adhere to the approved street maintenance plan.

ENG4: The applicants site plan indicates the installation of large machinery and equipment. If the applicant is proposing to install over 3,000 square feet of impervious area, such as concrete pads and foundations, on the project site, a drainage report and drainage plans in accordance to Chapter 9 of the Adams County Development Review Manual, are required to be completed by a registered professional engineer and submitted to Adams County for review and final approval.

Commenting Division: Environmental Analyst Review

Name of Reviewer: Jen Rutter

Date: 09/16/2016

Email: jrutter@adcogov.org

Complete

ENV1. The provided recycling operations plan is sufficient.

ENV2. Landscaping should be required, as it would mitigate the appearance of the facility and provide compatibility with the surrounding area.

ENV3. There are significant concerns regarding the pile heights and 30+ feet should not be allowed, as they can be seen from the nearby Regional Park and thoroughfares. An 8-foot screen fence will not block the view of the tall piles. It is recommended that the pile size be decreased to a height that will not be seen from the park or roadways.

ENV4. Bonding shall be required as determined by the Adams County Development Standards and Regulations. The recycling activity is an activity separate from the filling operation and shall be bonded as such. The current bonding for the facility is with the CO DRMS, which oversees the reclamation of the gravel mine, which is not associated with the recycling operation.

Commenting Division: Parks Review

Name of Reviewer: Aaron Clark

Date: 09/09/2016

Email: aclark@adcogov.org

Complete

PRK1. This property is adjacent to the Adams County Regional Park (on the west) and in close proximity to the South Platte River Trail. Recycling operations, including pile heights and noise, should impact the Park and Trail to the minimum extent possible.

Commenting Division: Planner Review

Name of Reviewer: Chris LaRue

Date: 09/16/2016

Email: clarue@adcogov.org

Resubmittal Required

PLN1. PLN1. Request is for a Conditional Use Permit (CUP) for a Recycling facility and wholesale of recycled material in the A-3 zoned district.

PLN2. Per Section 11-02-428, recycling facilities are when operators and owners claim exclusion from the Certificate of Designation Regulations by operating facilities, or sites receiving solid waste materials, for the purpose of processing, reclaiming, or recycling solid waste materials. The exclusion requires submittal of a design and operations plan to the Department of Community and Economic Development, which will be reviewed in accordance with the recyclable materials criteria.

PLN3. Per Section 3-07-01 a recycling facility is a Heavy Industrial use only allowed as a CUP in the A-3 zone.

PLN4. Recycling Uses shall comply with Section 4-10-02-04-07 (see attached). Demonstrate compliance with each listed item.

PLN5. Per Section 3-07-01 wholesale trade is a light industrial use only permitted within an A-3 zone by CUP. General commercial retail sales are a prohibited use in the A-3 zone.

PLN6. The Board of County Commissioners (BOCC) is the final decision authority to review and approve/deny CUPs. Also CUPs are reviewed by the Planning Commission (PC).

PLN7. The property is located in the A-3 zoning district. Per Section 3-10-01 the purpose of the Agricultural-3 District is to provide land primarily in holdings of at least 35 acres for dryland or irrigated farming, pasturage, or other related food production uses. The use is not consistent with the existing zoning.

PLN8. The property is located within the Agriculture future land use. Agriculture areas are those locations that are not expected to develop, except for limited areas of very low density residential at densities of 1 dwelling per 35 acres, for the foreseeable future. These areas are typically characterized by a lack of urban services. The use is not consistent with this designation.

PLN9. The site would be required to conform to the County's landscaping requirements outlined in Section 4-16. The applicant shall provide a landscaping and screening plan that conforms to the regulations. Please provide the required landscaping plan.

PLN10. Address stock pile locations and heights. Staff will not support stock piles heights that could be seen from the public right-of-ways or from neighboring properties. Pile heights of 30 feet or greater are unacceptable. Please address this issue and detail how the piles can be reduced significantly in the short term. Can the piles be reduced to eight feet or less? Please provide more information.

PLN11. You need to address the concerns from Parks concerning trail impacts. Note that trails are required to be buffered per section 4-16-18-02. At a minimum, this includes a 15 foot bufferyard width with 3 trees per 60 linear feet. Please see the comments from Parks and reach out to them to determine if their concerns will be met.

PLN12. Address how you will keep public roads and neighboring free from debris and dust. See comments from engineering.

PLN13. Provide more information about the outdoor storage. Only equipment associated with the CD operations or the recycling operations would be allowed. What are the construction trailer and traffic control items being used for?

Commenting Division: Planner Review

Name of Reviewer: Chris LaRue

Date: 09/16/2016

Email: clarue@adcogov.org

Resubmittal Required

PLN14. You will need to provide a performance bond associated with the recycling facility as required per code. Please provide an analysis concerning the bond and the amount that will be provided to Adams County. Prior to commencing operations, and thereafter during the active life of the facility, and for one (1) year after closure, the operator shall post and maintain a performance bond or other approved financial instrument with Adams County. The amount of said bond shall be necessary to remove materials from recycling facilities for disposal at an appropriate disposal facility. The amount of the bond shall be calculated to include removal, tipping fees, and transportation costs. Should any corrective actions be required by the County in order to protect the health, safety, and general welfare which result from failure of the operator to follow any regulations, standards, or conditions of approval, the performance bond shall be forfeited in an amount sufficient to defray the expense of said actions, including staff time expended by Adams County involved in such corrective actions.

PLN15. Should staff consider this recycling request, the expiration of the CUP would need to coincide with the expiration of the CD (or sooner).

Commenting Division: ROW Review

Name of Reviewer: Robert Kovacs

Date: 09/19/2016

Email: rokovacs@adcogov.org

Complete

ROW1: No ROW concern following review of submitted documents including Title Commitment.

ROW2: Required ROW Dedication to County from previous case has been made.

From: [Aaron Clark](#)
To: [Chris LaRue](#)
Subject: RE: RCU2016-00028 Asphalt Specialties re-submittal
Date: Monday, December 12, 2016 2:49:34 PM

Chris, no comment particularly, but since there seems to be some discussion about this in this re-submittal, I'll note that I don't feel that landscaping the western edge of this site would accomplish much. There are established trees on both banks of the river that provide a decent, albeit imperfect, screen, and landscaping will take a long time to grow in; that's why my only real concern was the pile heights. If those come down, then the visual impact along the trail is greatly reduced, and there's only a short stretch of trail where the operation is plainly visible.

From: Chris LaRue
Sent: Monday, December 05, 2016 2:39 PM
To: Chris LaRue; Greg Labrie; Matthew Emmens; Jen Rutter; Aaron Clark; 'Laurel Broten'
Subject: RE: RCU2016-00028 Asphalt Specialties re-submittal

To All:

I neglected to send the updated information in the previous e-mail. Sorry about that. Attached is the new material.

Thanks,
Chris

Christopher C. LaRue

Senior Planner, *Community & Economic Development Department*

ADAMS COUNTY, COLORADO

4430 South Adams County Parkway, W2000A

Brighton, CO 80601

o: 720.523.6858 | clarue@adcogov.org

www.adcogov.org

From: Chris LaRue
Sent: Monday, December 05, 2016 11:08 AM
To: Chris LaRue; Greg Labrie; Matthew Emmens; Jen Rutter; Aaron Clark; 'Laurel Broten'
Subject: RE: RCU2016-00028 Asphalt Specialties re-submittal

To All:

Please review this 2nd re-submittal from Asphalt Specialties. Please provide comments by 1:30pm on 12/13/16. If you do not have comments please respond accordingly.

Thanks,
Chris

From: [Greg Labrie](#)
To: [Chris LaRue](#)
Subject: RE: RCU2016-00028 Asphalt Specialties re-submittal
Date: Tuesday, December 06, 2016 10:07:01 AM
Attachments: [image002.png](#)

Development Engineering has no further comments.

Sincerely,

T. Greg Labrie, PE, CFM
Senior Engineer
Adams County
Development Engineering Services
4430 S. Adams County Parkway
Brighton, CO 80601
Ph # 720-523-6824



From: Chris LaRue
Sent: Monday, December 05, 2016 2:39 PM
To: Chris LaRue; Greg Labrie; Matthew Emmens; Jen Rutter; Aaron Clark; 'Laurel Broten'
Subject: RE: RCU2016-00028 Asphalt Specialties re-submittal

To All:

I neglected to send the updated information in the previous e-mail. Sorry about that. Attached is the new material.

Thanks,
Chris

Christopher C. LaRue

Senior Planner, *Community & Economic Development Department*

ADAMS COUNTY, COLORADO

4430 South Adams County Parkway, W2000A

Brighton, CO 80601

o: 720.523.6858 | clarue@adcogov.org

www.adcogov.org

From: Chris LaRue
Sent: Monday, December 05, 2016 11:08 AM
To: Chris LaRue; Greg Labrie; Matthew Emmens; Jen Rutter; Aaron Clark; 'Laurel Broten'
Subject: RE: RCU2016-00028 Asphalt Specialties re-submittal

To All:

Please review this 2nd re-submittal from Asphalt Specialties. Please provide comments by 1:30pm on 12/13/16. If you do not have comments please respond accordingly.

Thanks,
Chris

Christopher C. LaRue

Senior Planner, *Community & Economic Development Department*

ADAMS COUNTY, COLORADO

4430 South Adams County Parkway, W2000A

Brighton, CO 80601

o: 720.523.6858 | clarue@adcogov.org

www.adcogov.org

From: Chris LaRue
Sent: Monday, October 17, 2016 11:51 AM
To: Greg Labrie; Matthew Emmens; Jen Rutter; Aaron Clark; 'Laurel Broten'
Subject: RCU2016-00028 Asphalt Specialties re-submittal

To All:

Please see the attached re-submittal for the Asphalt Specialties case (RCU2016-00025). Please provide a response to me on this re-submittal by **10/31/16**.

Thanks,
Chris

Christopher C. LaRue

Senior Planner, *Community & Economic Development Department*

ADAMS COUNTY, COLORADO

4430 South Adams County Parkway, W2000A

Brighton, CO 80601

o: 720.523.6858 | clarue@adcogov.org

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Christopher C. LaRue

Senior Planner, *Community & Economic Development Department*

ADAMS COUNTY, COLORADO

4430 South Adams County Parkway, W2000A

Brighton, CO 80601

o: 720.523.6858 | clarue@adcogov.org

www.adcogov.org

From: Chris LaRue

Sent: Monday, October 17, 2016 11:51 AM

To: Greg Labrie; Matthew Emmens; Jen Rutter; Aaron Clark; 'Laurel Broten'

Subject: RCU2016-00028 Asphalt Specialties re-submittal

To All:

Please see the attached re-submittal for the Asphalt Specialties case (RCU2016-00025). Please provide a response to me on this re-submittal by **10/31/16**.

Thanks,

Chris

Christopher C. LaRue

Senior Planner, *Community & Economic Development Department*

ADAMS COUNTY, COLORADO

4430 South Adams County Parkway, W2000A

Brighton, CO 80601

o: 720.523.6858 | clarue@adcogov.org

www.adcogov.org

From: [Loeffler - CDOT, Steven](#)
To: [Chris LaRue](#)
Subject: RCU2016-00025, Asphalt Specialties
Date: Tuesday, August 30, 2016 7:08:58 AM

Chris,

I have reviewed the request for comments regarding a CUP to allow the operation of asphalt and concrete products recycling at 12021 Brighton Road and have no objections.

Thank you for the opportunity to review this referral.

Steve Loeffler
Permits Unit



P 303.757.9891 | F 303.757.9886
2000 S Holly Street, Denver, CO 80222
steven.loeffler@state.co.us | www.codot.gov | www.cotrip.org



From: [Todd - CDPHE, Andrew](#)
To: [Chris LaRue](#)
Subject: Re: RCU2016-00025 Asphalt Specialties-Speer request for comments
Date: Wednesday, August 24, 2016 2:41:29 PM

Hi Chris;
The CDPHE has no further comment. I believe we stated all we could in my June 27, 2016 e-mail to you.

Regards;
Andy Todd

On Wed, Aug 24, 2016 at 1:27 PM, Chris LaRue <CLaRue@adcogov.org> wrote:

The Adams County Planning Commission and Board of County Commissioners are requesting comments on the following request:

Conditional Use Permit to allow the operation of asphalt and concrete products recycling facility pursuant to Section 3-10-04-05.

This request is located at: 12021 BRIGHTON RD

The Assessor's Parcel Number is: 0157134000075

Applicant Information: ASPHALT SPECIALTIES CO INC
10100 DALLAS STREET
HENDERSON, CO 80640

Please forward any written comments on this application to the Department of Community and Economic Development at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 [\(720\) 523-6800](tel:7205236800) by 09/16/2016 in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to CLaRue@adcogov.org. The full text of the proposed request and additional colored maps can be obtained by contacting this office.

Thank you for your review of this case.



Christopher C. LaRue

Senior Planner, *Community & Economic Development Department*

ADAMS COUNTY, COLORADO

4430 South Adams County Parkway, W2000A

Brighton, CO 80601

O: [720.523.6858](tel:720.523.6858) | clarue@adcogov.org

www.adcogov.org

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Andy Todd, P.E.
Environmental Protection Specialist
Solid Waste Permitting Unit



P [303.691.4049](tel:303.691.4049) | F [303.759.5355](tel:303.759.5355)

4300 Cherry Creek Drive South, Denver, Colorado 80246-1530

Andrew.Todd@state.co.us | www.colorado.gov/cdphe

From: [Todd - CDPHE, Andrew](#)
To: [Chris LaRue](#)
Cc: [Rob Laird](#)
Subject: Fwd: SPEER CUP FOR RECYCLE
Date: Monday, June 27, 2016 3:37:21 PM

Hello Chris;

There were no comments from CDPHE on the Speer CUP for recycling asphalt, concrete and metal. As Wolf Kray mentions below, these materials are exempt from State regulation per 8.5.3 of our regulations. Asphalt Specialties requested that the State reiterate our position on recycling of these materials.

Please call if questions or concerns.

Andy Todd

----- Forwarded message -----

From: **Kray - CDPHE, Wolfgang** <wolfgang.kray@state.co.us>
Date: Mon, Jun 6, 2016 at 6:55 AM
Subject: Re: SPEER CUP FOR RECYCLE
To: "Todd - CDPHE, Andrew" <andrew.todd@state.co.us>

Hi Andy,

Since recycling concrete and asphalt is exempt from the recycling regs- I do not plan on commeting regarding the Adams County permit.

On Thu, Jun 2, 2016 at 11:02 AM, Todd - CDPHE, Andrew <andrew.todd@state.co.us> wrote:

Wolf;

I see you're copied on this. To my vague knowledge, Asphalt Specialties' Speer Inert Landfill is an inert fill operation, landfilling asphalt/concrete/etc. I'm a bit surprised to realize they haven't been selling/recycling what they can.

I assume that you may comment back to Chris LaRue regarding what CDPHE may require for a recycling operation at this landfill site.

Let me know if we need to talk.

----- Forwarded message -----

From: **Chris LaRue** <CLaRue@adcogov.org>
Date: Wed, Jun 1, 2016 at 10:04 AM
Subject: SPEER CUP FOR RECYCLE
To: Aaron Clark <AClark@adcogov.org>, Christine Francescani <CFrancescani@adcogov.org>, Eric Guenther <EGuenther@adcogov.org>, Greg Labrie <GLabrie@adcogov.org>, Jen Rutter <JRutter@adcogov.org>, Justin Blair <jblair@adcogov.org>, Marc Pedrucci <MPedrucci@adcogov.org>, Matthew Emmens <MEmmens@adcogov.org>, Nathan Mosley <NMosley@adcogov.org>, Robert Kovacs <RKovacs@adcogov.org>, Mark Moskowitz <MMoskowitz@adcogov.org>, Emily Collins <ECollins@adcogov.org>, Greg Barnes <GJBarnes@adcogov.org>, Nana Appiah <NAppiah@adcogov.org>, Lynette Baumgartner <LBaumgartner@adcogov.org>, Libbie Adams <LAdams@adcogov.org>, Land Use Tri-County Health <landuse@tchd.org>, "lbroten@tchd.org" <lbroten@tchd.org>, Andrew Todd CDPHE - Solid Waste Unit <andrew.todd@state.co.us>, "Kray - CDPHE, Wolfgang" <wolfgang.kray@state.co.us>,

"rlaird@asphaltspecialties.com" <rlaird@asphaltspecialties.com>, Gary Stillmunkes
<GaryS@asphaltspecialties.com>, Augusta Allen <AAllen@adcogov.org>

When: Monday, June 20, 2016 2:15 PM-3:00 PM (UTC-07:00) Mountain Time (US & Canada).

Where: large conference room (the cove)

Note: The GMT offset above does not reflect daylight saving time adjustments.

~~*~*~*~*~*~*~*~*

Case Manager: Chris LaRue

Asphalt Specialties (Rob Laird) / [303.289.8555](tel:303.289.8555)

Possible conditional use permit (CUP) for recycling of asphalt & concrete construction materials.
Applicant has an existing CD for an inert landfill (see attached resolution and CD certificate)

Please have all comments by the close of business on 6/10.

Accela: PRE2016-00044

Edocs: 5370225

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Andy Todd, P.E.
Environmental Protection Specialist
Solid Waste Permitting Unit



P 303.691.4049 | F 303.759.5355

4300 Cherry Creek Drive South, Denver, Colorado 80246-1530

Andrew.Todd@state.co.us | www.colorado.gov/cdphe

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Wolf Kray
Environmental Protection Specialist
Materials Management Unit



P [303-692-3337](tel:303-692-3337) | wolfgang.kray@state.co.us | www.colorado.gov/cdphe

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Andy Todd, P.E.
Environmental Protection Specialist
Solid Waste Permitting Unit



P [303.691.4049](tel:303.691.4049) | F [303.759.5355](tel:303.759.5355)
4300 Cherry Creek Drive South, Denver, Colorado 80246-1530
Andrew.Todd@state.co.us | www.colorado.gov/cdphe

MEMO

To: Chris LaRue, Case Manager

From: Robin Kerns, City Planner

Subject: RCU2016-00025

Date: September 16, 2016

Thank you for allowing the City of Commerce City the opportunity to comment on land use cases in Adams County.

Staff has reviewed the proposal and has no comments.

Please contact me with any questions at rkerns@c3gov.com or 303-289-3693.





August 26, 2016

Chris LaRue
Adams County Planning and Development Dept.
4430 South Adams County Parkway
Brighton, Co. 80601

RE: Asphalt Specialties, Inc.
12021 Brighton Road
Adams County, Colorado
RCU2016-00025

Chris,

The South Adams County Water and Sanitation District ("District") has reviewed the information provided on the Asphalt Specialties Conditional Use Permit. The property is not in the District's service area.

Sincerely,

A handwritten signature in blue ink, appearing to read "S. Voehringer".

Steven Voehringer
Development Review Coordinator

Cc
file folder





September 15, 2016

Chris LaRue
Adams County
Community & Economic Development Department
4430 S Adams County Pkwy, Suite W2000
Brighton, CO 80601-8204

RE: Asphalt Specialties
Project No. RCU2016-00025
TCHD Case No. 4064

Dear Mr. LaRue:

Thank you for the opportunity to review and comment on the Conditional Use Permit for recycling and wholesale of concrete and asphalt for Asphalt Specialties located at 12021 Brighton Rd. Tri-County Health Department (TCHD) staff has reviewed the application for compliance with applicable environmental and public health regulations and principles of healthy community design. After reviewing the application, TCHD has the following comments.

Construction and Demolition Recycling Facility

Recycling of industrial materials has the potential to cause odors, ground water contamination, and nuisance conditions. Recycling facilities are regulated by the Hazardous Materials and Waste Management Division of Colorado Department of Public Health and Environment (CDPHE) under Section 8 of 6 CCR 1007-2, Part 1. Asphalt and concrete recycling facilities are exempt from solid and hazardous waste regulations but the facility must be registered with CDPHE. More information can be found at <https://www.colorado.gov/pacific/cdphe/recycling> and the applicant should contact Wolf Kray with CDPHE at (303) 692-3337 regarding registration.

Vector Control – Outdoor Storage

Rodents such as mice and rats carry diseases which can be spread to humans through contact with rodents, rodent feces, urine, or saliva, or through rodent bites. Often, storage of materials can attract rodents such as mice and rats which carry diseases that can be spread to humans through contact with rodent feces, urine, or saliva. To prevent rodent infestations, TCHD recommends that the applicant keep the facility – especially the stockpiles and abandoned office area - as clean as possible and create a plan for regular pest control. More information on rodent control can be found at <http://www.tchd.org/400/Rodent-Control>.

Fugitive Dust

Exposure to air pollution is associated with a number of health problems including asthma, lung cancer, heart disease, and low birth weight. The Colorado Department of Public Health and Environment Air Pollution Control Division (APCD) regulates air emissions, including fugitive dust. TCHD recommends that the applicant employ on-site dust control measures to minimize the amount of dust created at the project site and ensure that trucks leaving the facility are

Asphalt Specialties, RCU2016-00025

September 15, 2016

Page 2 of 2

covered. Additionally, the crusher used on site may require its own air quality permit. More information is available at <https://www.colorado.gov/pacific/cdphe/categories/services-and-information/environment/air-quality/business-and-industry> .

Please feel free to contact me at (720) 200-1585 or lbroten@tchd.org if you have any questions regarding TCHD's comments.

Sincerely,

A handwritten signature in black ink, appearing to read 'L Broten', written in a cursive style.

Laurel Broten, MPH
Land Use and Built Environment Specialist
Tri-County Health Department

CC: Sheila Lynch, Monte Deatrich, Lisa Oliveto, TCHD

From: [Marisa Dale](#)
To: [Chris LaRue](#)
Subject: RE: RCU2016-00025 Asphalt Specialties-Speer request for comments
Date: Thursday, August 25, 2016 11:32:41 AM

Chris,

Thank you for allowing United Power, Inc. to review and comment on the request below.

United Power, Inc. has no objection.

Thank you,
Marisa

Marisa Dale, RWA | [Engineering & Rates ROW](#)
500 Cooperative Way, Brighton, CO 80603 | O 303.637.1387 | C 720.334.5282

Schedule: Mon-Thurs 7:00-4:30, every other Fri 7:00-3:30
Off Friday Aug 26, Sep 9 & 23, Oct 7 & 21



From: Chris LaRue [mailto:CLaRue@adcogov.org]
Sent: Wednesday, August 24, 2016 1:28 PM
To: Justin Blair; 'wmeans@brightonfire.org'; 'kmonti@sd27j.org'; 'jim.dileo@state.co.us'; 'patrick.j.pfaltzgraff@state.co.us'; 'Andrew.Todd@state.co.us'; 'brandyn.wiedrich@centurylink.com'; 'jbradford@brightonco.gov'; 'eburke@brightonco.gov'; 'developmentsubmittals@cityofthornton.net.'; Eric Guenther; 'steven.loeffler@state.co.us'; 'bradley.sheehan@dot.state.co.us'; 'eliza.hunholz@state.co.us'; 'joe.padia@state.co.us'; 'thomas_lowe@cable.comcast.com'; 'rkerns@c3gov.com'; Christine Francescani; Mark Moskowitz; Greg Labrie; Matthew Emmens; Robert Kovacs; Jen Rutter; 'barb.fitzpatrick@fema.gov'; 'CSIMMONDS@MWRD.DST.CO.US'; 'sgosselin@northmetrofire.org'; Augusta Allen; Nathan Mosley; 'chris.quinn@rtd-denver.com'; Nikki Blair; Amanda Overton; Michael Kaiser; 'snielson@adcogov.org'; Tonia Fuller; 'kcphillips@southadamshire.org'; 'svoehringer@sacwsd.org'; 'firedept@cityofthornton.net'; 'landuse@tchd.org'; Marisa Dale; Steve Barwick; Monica Hansen; 'dmallory@udfcd.org'; 'christensen.stanley@epa.gov'; 'Donna.L.George@xcelenergy.com'
Subject: RCU2016-00025 Asphalt Specialties-Speer request for comments

The Adams County Planning Commission and Board of County Commissioners are requesting comments on the following request:

Conditional Use Permit to allow the operation of asphalt and concrete products recycling facility pursuant to Section 3-10-04-05.

This request is located at: 12021 BRIGHTON RD
The Assessor's Parcel Number is: 0157134000075
Applicant Information: ASPHALT SPECIALTIES CO INC
10100 DALLAS STREET
HENDERSON, CO 80640

Please forward any written comments on this application to the Department of Community and Economic Development at 4430 South Adams County Parkway, Suite W2000A Brighton, CO



Right of Way & Permits
1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571.3284
donna.l.george@xcelenergy.com

September 13, 2016

Adams County Community and Economic Development Department
4430 South Adams County Parkway, 3rd Floor, Suite W3000
Brighton, CO 80601

Attn: Chris LaRue

Re: Asphalt Specialties, Case # RCU2016-00025

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the conditional use permit plans for **Asphalt Specialties** and has **no apparent conflict**.

Should the project require any new gas service or modification to existing facilities, the property owner/developer/contractor must contact the **Builder's Call Line** at 1-800-628-2121 **or** <https://xcelenergy.force.com/FastApp> (register, application can then be tracked) to complete the application process. It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details. Additional easements may need to be acquired by separate document for new facilities.

As a safety precaution, PSCo would like to remind the developer to call the **Utility Notification Center** at 1-800-922-1987 to have all utilities located prior to any construction.

If you have any questions about this referral response, please contact me at (303) 571-3306.

Donna George
Contract Right of Way Referral Processor
Public Service Company of Colorado

CERTIFICATE OF POSTING



I, Christopher C. La Rue do hereby certify that I had the property posted at

12021 Brighton Road

on January 27, 2017

in accordance with the requirements of the Adams County Zoning Regulations

Christopher C. La Rue

Christopher C. La Rue

CERTIFICATE OF POSTING



I, Christopher C. La Rue do hereby certify that I had the property posted at

12021 Brighton Road

on May 12, 2017

in accordance with the requirements of the Adams County Zoning Regulations

Christopher C. La Rue

Christopher C. La Rue

Community & Economic
Development Department
Development Services Division
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218
PHONE 720.523.6800
FAX 720.523.6967

Public Hearing Notification

| | |
|---------------------------------------------|-------------------------|
| Case Name: | Henderson Pit |
| Case Number: | RCU2016-00014 |
| Planning Commission Hearing Date: | 02/09/2017 at 6:00 p.m. |
| Board of County Commissioners Hearing Date: | 03/14/2017 at 9:30 a.m. |

January 18, 2017

A public hearing has been set by the Adams County Planning Commission and the Board of County Commissioners to consider the following request:

Requesting a conditional use for recycling and wholesale of concrete, steel, and asphalt.

The proposed use will be: Industrial
 This request is located at: 10925 E 120TH AVE
 The Assessor's Parcel Number(s): 0157135301001
 Applicant Information: DAVE SCHULTEJANN
 10929 E 120TH AVE
 HENDERSON, CO 80640

The hearing will be held in the Adams County Hearing Room located at 4430 South Adams County Parkway, Brighton CO 80601-8216. This will be a public hearing and any interested parties may attend and be heard. The Applicant and Representative's presence at these hearings is requested. If you require any special accommodations (e.g., wheelchair accessibility, an interpreter for the hearing impaired, etc.) please contact the Adams County Community and Economic Development Department at (720) 523-6800 (or if this is a long distance call, please use the County's toll free telephone number at 1-800-824-7842) prior to the meeting date.

For further information regarding this case, please contact the Department of Community and Economic Development, 4430 S Adams County Parkway, Brighton, CO 80601, 720-523-6800. This is also the location where maps and/or text certified by the Planning Commission may be viewed.

Thank you,

Christopher C. LaRue

Christopher C. LaRue
Senior Planner

Community & Economic
Development Department
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000
Brighton, CO 80601-8204
PHONE 720.523.6800
FAX 720.523.6998

Request for Comments

| | |
|--------------|-------------------|
| Case Name: | Asphalt Specities |
| Case Number: | RCU2016-00025 |

August 24, 2016

The Adams County Planning Commission and Board of County Commissioners are requesting comments on the following request:

Conditional Use Permit to allow the operation of asphalt and concrete products recycling facility pursuant to Section 3-10-04-05.

This request is located at: 12021 BRIGHTON RD

The Assessor's Parcel Number is: 0157134000075

Applicant Information: ASPHALT SPECIALTIES CO INC
10100 DALLAS STREET
HENDERSON, CO 80640

Please forward any written comments on this application to the Department of Community and Economic Development at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 (720) 523-6800 by 09/16/2016 in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to CLaRue@adcogov.org. Once comments have been received and the staff report written, the staff report and notice of public hearing dates will be forwarded to you for your information. The full text of the proposed request and additional colored maps can be obtained by contacting this office.

Thank you for your review of this case.

Christopher LaRue
Senior Planner

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Erik Hansen
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Jan Pawlowski
DISTRICT 5

120 85 LLC
10925 E 120TH AVE
HENDERSON CO 80640-9733

CITY AND COUNTY OF DENVER
C/O MANAGER OF AVIATION
8500 PENA BLVD
DENVER CO 80249-6340

12330 BRIGHTON ROAD LLC
6885 LOWELL BLVD
DENVER CO 80221-2652

CITY AND COUNTY OF DENVER ACTING BY AND
THROUGH ITS BOARD OF WATER COMMISSIONERS
1600 W 12TH AVE
DENVER CO 80204

A LANDSCAPE SUPPLY LLC
10701 E 120TH AVE
HENDERSON CO 80640-9737

CITY AND COUNTY OF DENVER ACTING BY AND
THROUGH ITS BOARD OF WATER COMMISSIONERS
1600 W 12TH AVE
DENVER CO 80204-3412

ACKLAM CHRIS THOMAS AND
ACKLAM DOROTHY JANE
10280 E 120TH AVE
HENDERSON CO 80640-9746

CLARK MELVIN M/VICKI L
REVOCABLE TRUST THE
10381 E 123RD AVE
HENDERSON CO 80640-7436

ADAMS COUNTY
4430 SOUTH ADAMS COUNTY PKWY
BRIGHTON CO 80601-8204

COUNTY OF ADAMS THE
4430 SOUTH ADAMS COUNTY PKWY
BRIGHTON CO 80601-8204

ASPHALT SPECIALTIES CO INC
10100 DALLAS STREET
HENDERSON CO 80640

CROM RAYMOND L
12291 BRIGHTON RD.
HENDERSON CO 80640-0033

ASPHALT SPECIALTIES COMPANY INC
10100 DALLAS STREET
HENDERSON CO 80640

CUTLER ROBERT L AND
CUTLER SHIRLEY E
12395 BRIGHTON RD
HENDERSON CO 80640

BOARD OF COUNTY COMMISSIONERS OF
ADAMS COUNTY
4430 SOUTH ADAMS COUNTY PKWY
BRIGHTON CO 80601-8204

CUTLER ROBERT L AND
CUTLER SHIRLEY E
12395 BRIGHTON RD
HENDERSON CO 80640-9747

BURBACK MELVIN W
12199 BRIGHTON RD
HENDERSON CO 80640-9751

DE VAULT CLAYTON D
15653 S FURROW RD
LARKSPUR CO 80118-5706

CHURCH DENNIS E AND
CHURCH EILEEN A
PO BOX 457
BENNETT CO 80102-0457

DE VAULT CLAYTON D
15653 S FURROW RD
LARKSPUR CO 80118

FICAN INVESTMENTS LLC
8720 GRANT ST
THORNTON CO 80229-4716

HERR JACOB FREDERICK
PO BOX 365
WATKINS CO 80137

FISHER CRAIG D AND
FISHER DONITA L
591 SW 50TH AVE
SAINT JOHN KS 67576-6623

ISELL LARRY AND ISELL DONNA
12211 BRIGHTON RD
HENDERSON CO 80640-9749

FISHER MAX TRUST
591 SW 50TH AVE
SAINT JOHN KS 67576-6623

KIM SO YEON
12345 BRIGHTON ROAD
HENDERSON CO 80640

FROST GERALDINE H TRUST THE
PO BOX 23
HENDERSON CO 80640-0023

KIRBY KIRK S
PO BOX 430
HENDERSON CO 80640

GARCIA ALFREDO AND
GARCIA ADELINA R
10321 E 123RD AVE
HENDERSON CO 80640-7436

KREMER DANNY DUAIN AND
KREMER JACQUILINE JEAN
10371 E 123RD AVE
HENDERSON CO 80640-7436

GORDONS STOUT LLC
602 W 62ND AVE
DENVER CO 80216-1019

KREMHELLER DIANNA O AND
KREMHELLER DAVID B
10391 E 123RD AVE
HENDERSON CO 80640-7436

HAMILTON PATRICIA L LIVING TRUST THE
10485 HENDERSON RD
BRIGHTON CO 80601-8111

LANCASTER LEW M
12300 BRIGHTON ROAD
HENDERSON CO 80640

HENDERSON AGGREGATE LTD
7321 E 88TH AVE
HENDERSON CO 80640-8137

MARQUEZ ANEDA
PO BOX 65
HENDERSON CO 80640-0065

HENDERSON INVESTMENTS LLC
7238 MEADOWDALE DR
LONGMONT CO 80503-8526

MARQUEZ ANEDA AND
WONG ANTONIO V
PO BOX 65
HENDERSON CO 80640

HENDERSON WATER SKI CLUB LLC
C/O TOM KRUEGER
15037 W 49TH PLACE
GOLDEN CO 80403

MERAZ RICARDO
1201 W THORNTON PKWY
THORNTON CO 80260-5458

MUNIZ ALEX I AND
MUNIZ BENNIE I
12010 BRIGHTON RD
HENDERSON CO 80640-9754

RODRIGUEZ-RONQUILLO SANDRA C AND
RODRIGUEZ-RONQUILLO SAUL
10285 E 112TH WAY
HENDERSON CO 80640-9357

NAZARENUS LLC
C/O DELBERT GRANDALL
PO BOX 538
MOAB UT 84532-0538

SABLE ROGER
12270 BRIGHTON RD
HENDERSON CO 80640-9750

NELSON ANNE J
17227 W 12TH AVE
GOLDEN CO 80401-2899

SASAKI FAMILY PARTNERSHIP LLLP
697 VOILES DR
BRIGHTON CO 80601-3322

OFF DON AND JEANNE PARTNERSHIP
10495 E 120TH AVE
HENDERSON CO 80640-9742

SCHUMANN VERNA M
8501 E 104TH AVENUE
HENDERSON CO 80640

PAPOI HAROLD M
9608 PERRY ST
WESTMINSTER CO 80031-2625

SCOTT RODERICK D AND
SCOTT MARY ANN
5124 DVORAK CIR
FREDERICK CO 80504-3400

PARKFIELD PARTNERS LLC
PO BOX 247
EASTLAKE CO 80614-0247

SHURTLEFF JOSEPH W AND
SHURTLEFF MINDY
12221 BRIGHTON RD
HENDERSON CO 80640

PEARSON BEN
12230 BRIGHTON ROAD
HENDERSON CO 80640

SMITH FARMS THE
RR 1 BOX 66
COMMERCE CITY CO 80022-9801

PEARSON BEN E AND
CLIFTON RITA
12230 BRIGHTON RD
HENDERSON CO 80640-9750

SUBURBAN SAND AND GRAVEL CO
C/O BADEN TAX MANAGEMENT
PO BOX 8040
FORT WAYNE IN 46898-8040

PRILL MICHAEL J AND
PRILL JOLENE L
12375 BRIGHTON RD
HENDERSON CO 80640-9747

SWEETMAN JAMES K
PO BOX 321
HENDERSON CO 80640

RASUL LAILUMA
6842 E 131ST DR
THORNTON CO 80602-6950

SWEETMAN KEVIN W AND
SWEETMAN JOLENE M
11920 BRIGHTON RD
HENDERSON CO 80640-9322

SWEETMAN KEVIN WAYNE AND
SWEETMAN JOLENE
11920 BRIGHTON RD
HENDERSON CO 80640-9322

TRUNKENBOLZ FREDRICK A LIVING TRUST 1/2
TRUNKENBOLZ ELSIE R LIVING TRUST 1/2
609 S 1ST AVE
BRIGHTON CO 80601-3001

TRUNKENBOLZ LLC
609 S 1ST AVE
BRIGHTON CO 80601-3001

UNKNOWN OWNERSHIP

UPCHURCH MATTHEW R AND
UPCHURCH DENISE M
12271 BRIGHTON RD
HENDERSON CO 80640

WAITE INVESTMENTS LLC
PO BOX 163
GILCREST CO 80623-0163

WARNER LILLIAN M
50700 E 38TH AVE
BENNETT CO 80102-8913

WHITE JEFFREY J AND
WHITE JUDY A
12290 BRIGHTON RD
HENDERSON CO 80640-9750



Referral Listing
Case Number RCU2016-00025
Asphalt Species

Agency

Contact Information

Adams County Development Services - Building

Justin Blair
JBlair@adcogov.org
720.523.6825
JBlair@adcogov.org

BRIGHTON FIRE DISTRICT

WHITNEY MEANS
500 South 4th Avenue
3rd Floor
BRIGHTON CO 80601
(303) 659-4101
wmeans@brightonfire.org

BRIGHTON SCHOOL DISTRICT 27J

Kerrie Monti
18551 E. 160TH AVE.
BRIGHTON CO 80601
303-655-2984
kmonti@sd27j.org

CDPHE - AIR QUALITY

JAMES A. DILEO
4300 CHERRY CREEK DRIVE SOUTH
DENVER CO 80246-1530
303-692-3127
jim.dileo@state.co.us

CDPHE - WATER QUALITY PROTECTION SECT

Patrick Pfaltzgraff
4300 CHERRY CREEK DRIVE SOUTH
WQCD-B2
DENVER CO 80246-1530
303-692-3509
patrick.j.pfaltzgraff@state.co.us

CDPHE SOLID WASTE UNIT

Andy Todd
4300 CHERRY CREEK DR SOUTH
HMWMD-CP-B2
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Century Link, Inc

Brandyn Wiedreich
5325 Zuni St, Rm 728
Denver CO 80221
720-508-3724 720-245-0029
brandyn.wiedrich@centurylink.com

CITY OF BRIGHTON - Planning

Jason Bradford
500 S 4th Ave
BRIGHTON CO 80601
303-655-2024
jbradford@brightonco.gov

Agency

Contact Information

CITY OF BRIGHTON - WATER & SANATATION DEPT.

ED BURKE
500 S. 4th Ave, 4th Floor
BRIGHTON CO 80601
303-655-2084
eburke@brightonco.gov

CITY OF THORNTON

JASON O'SHEA
9500 CIVIC CENTER DR
THORNTON CO 80229
0

CITY OF THORNTON

Lori Hight
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THORNTON CO 80229
303-538-7670
developmentsubmittals@cityofthornton.net.

CITY OF THORNTON

JIM KAISER
12450 N WASHINGTON
THORNTON CO 80241
720-977-6266

Code Compliance Supervisor

Eric Guenther
eguenther@adcogov.org
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eguenther@adcogov.org

COLORADO DEPARTMENT OF TRANSPORT.

Steve Loeffler
2000 South Holly Street, Room 228
Denver CO 80222
303-757-9891
steven.loeffler@state.co.us

COLORADO DEPT OF TRANSPORTATION

Steve Loeffler
2000 S. Holly St.
Region 1
Denver CO 80222
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steven.loeffler@state.co.us

COLORADO DIVISION OF WILDLIFE

Eliza Hunholz
Northeast Regional Engineer
6060 BROADWAY
DENVER CO 80216-1000
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eliza.hunholz@state.co.us

COLORADO DIVISION OF WILDLIFE

Eliza Hunholz
Northeast Regional Engineer
6060 BROADWAY
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COLORADO DIVISION OF WILDLIFE

JOSEPH PADIA
6060 BROADWAY
DENVER CO 80216
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Agency

Contact Information

COLORADO DIVISION OF WILDLIFE

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COMCAST

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FEDERAL HEIGHTS CO 80260
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Commerce City Planning Division

Robin Kern
7887 East 60th Avenue
COMMERCE CITY CO 80022
303-289-3693
rkerns@c3gov.com

COUNTY ATTORNEY- Email

Christine Francescani
CFrancescani@adcogov.org
6884

Engineering Department - ROW

Transportation Department
PWE - ROW
303.453.8787

Engineering Division

Transportation Department
PWE
6875

ENVIRONMENTAL ANALYST

Jen Rutter
PLN
6841

F.E.M.A. REGION VIII

BARB FITZPATRICK
DFC; BLDG 710A; BOX 25267
DENVER CO 80225-0267
303-235-4825
barb.fitzpatrick@fema.gov

METRO WASTEWATER RECLAMATION

CRAIG SIMMONDS
6450 YORK ST.
DENVER CO 80229
303-286-3338
CSIMMONDS@MWRD.DST.CO.US

NORTH METRO FIRE DISTRICT

Steve Gosselin
101 Lamar Street
Broomfield CO 80020
(303) 452-9910
sgosselin@northmetrofire.org

NS - Code Compliance

Augusta Allen
720.523.6206

Parks and Open Space Department

Nathan Mosley
mpedrucci@adcogov.org
aclark@adcogov.org
(303) 637-8000
nmosley@adcogov.org

Agency

Contact Information

REGIONAL TRANSPORTATION DIST.

CHRIS QUINN
1560 BROADWAY SUITE 700
DENVER CO 80202
303-299-2439
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SHERIFF'S OFFICE: SO-HQ

MICHAEL McINTOSH
nblair@adcogov.org; aoverton@adcogov.org; mkaiser@adcogov.org
snielson@adcogov.org
(303) 654-1850
aoverton@adcogov.org; mkaiser@adcogov.org; snielson@adcogov.org

Sheriff's Office: SO-SUB

SCOTT MILLER
TFuller@adcogov.org, smiller@adcogov.org
aoverton@adcogov.org; mkaiser@adcogov.org
720-322-1115
smiller@adcogov.org

SOUTH ADAMS CO. FIRE DISTRICT

Kevin Phillips
6550 E. 72ND AVENUE
COMMERCE CITY CO 80022
303-288-0835 FAX: 303-288-5977
kcpillips@southadamshire.org

South Adams County Water & San Dist

Steve Voehringer
10200 E 102nd Ave
Henderson CO 80022
720.530.8396
svoehringer@sacwsd.org

THORNTON FIRE DEPARTMENT

Chad Mccollum
9500 Civic Center Drive
THORNTON CO 80229-4326
303-538-7602
firedept@cityofthornton.net

TRI-COUNTY HEALTH DEPARTMENT

Sheila Lynch
6162 S WILLOW DR, SUITE 100
GREENWOOD VILLAGE CO 80111
720-200-1571
landuse@tchd.org

TRI-COUNTY HEALTH DEPARTMENT

MONTE DEATRICH
4201 E. 72ND AVENUE SUITE D
COMMERCE CITY CO 80022
(303) 288-6816
mdeatrich@tchd.org

Tri-County Health: Mail CHECK to Sheila Lynch

Tri-County Health
landuse@tchd.org
.

United Power, Inc

Marisa Dale
PO Box 929
500 Cooperative Way
Brighton CO 80601
303-637-1387 720-334-5282
mdale@UnitedPower.com

Agency

Contact Information

| | | |
|--------------------------------|---------------------------------------------------------------------------------------------------------------------|--------------|
| United Power, Inc | Steve Barwick PO Box 929 500 Cooperative Way Brighton CO 80603 303-637-1234 sbarwick@UnitedPower.com | 307-351-3787 |
| United Power, Inc | Monica Hansen PO Box 929 500 Cooperative Way Brighton CO 80601 303-637-1336 mhansen@unitedpower.com | |
| United Power, Inc | Steve Barwick PO Box 929 500 Cooperative Way Brighton CO 80601 303-637-1234 sbarwick@unitedpower.com | 720-388-0952 |
| URBAN DRAINAGE & FLOOD CONTROL | David Mallory 2480 W 26TH AVE, #156B Denver CO 80211 (303) 455-6277 dmallory@udfed.org | |
| US EPA | Stan Christensen 1595 Wynkoop Street DENVER CO 80202 1-800-227-8917 christensen.stanley@epa.gov | |
| Xcel Energy | Donna George 1123 W 3rd Ave DENVER CO 80223 303-571-3306 Donna.L.George@xcelenergy.com | |

RECEPTION# 2011000007686
02/01/2011 at 03:51:04 PM.1 OF 5
TD Pgs: 0 Doc. Type ZONHEA
Karen Long, Adams County, CO

STATE OF COLORADO)
COUNTY OF ADAMS)

RECORDED AS RECEIVED

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Administration Building in Brighton, Colorado on the 6th day of December, 2010 there were present:

Alice J. Nichol _____ Chairman
W.R. "Skip" Fischer _____ Commissioner
Larry W. Pace _____ Commissioner
Hal B. Warren _____ County Attorney
Kristen Hood, Deputy _____ Clerk of the Board

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

ZONING HEARING DECISION - CASE #EXG2009-00002, SPEER/ASPHALT SPECIALTIES

WHEREAS, on the 6th day of December, 2010, the Board of County Commissioners, held a public hearing on the application of Asphalt Specialties Company, Inc., Case #EXG2009-00002; and,

WHEREAS, this case involved an application for: Certificate of Designation to allow this site to be filled with approximately 500,000 cubic yards of inert material in order to bring the site back to its approximate former grade of land on the following described property:

LEGAL DESCRIPTION:

0157134000075

SECT,TWN,RNG:34-1-67 DESC: PT OF S2 SEC 34 DESC AS FOL BEG 1923/81 FT W OF SE COR TH CONT W 716/70 FT TO S4 COR TH CONT W 58/40 FT TO SE COR ADAMS COUNTY REGIONAL PARK COMPLEX ADDITION #1 TH THE FOL DIST AND BRNG N 08D 33M W 63/81 FT TH N 07D 41M W 473/73 FT TH N 18D 52M W 191/83 FT TH N 25D 30M E 422/06 FT TH N 38D 29M E 220/91 FT TH N 52D 32M E 288/79 FT TH N 76D 55M E 486/22 FT TH N 22D 28M E 214/81 FT TH N 09D 53M E 160 FT TH N 07D 38M E 149/98 FT TH N 17D 49M E 538/95 FT H N 72D 18M E 210/97 FT TO A PT WHICH BRS S 12/10 FT FROM NW COR E2 SE4 TH S 2301/59 FT TO A PT ON NWLY ROW LN OLD BRIGHTON RD TH S 31D 48M W 237/09 FT TH N 63D 22M W 410 FT TH S 19D 47M W 332/50 FT TO POB 52/44A

0157134000037

SECT,TWN,RNG:34-1-67 DESC: COM AT SE COR SEC TH W 80 RODS TH N 15 RODS 3 AND 1/2 FT TO POB TH N 71 AND 1/2 RODS TH S 62D 30M E 39 RODS TO CEN OF CO RD TH S 31D 30M W 61 AND 1/2 RODS TO POB 8A

Please Return To
BoCC 6th Floor
5th

5
5
1

0157134000079

SECT,TWN,RNG:34-1-67 DESC: PT OF SE4 AND NE4 SEC 34/1/67 DESC AS FOL BEG AT NE COR SD SE4 TH S 88D 58M W 673/10 FT TO A PT ON SWLY ROW LN CO RD 20 TH S 48D 59M E 655/07 FT TH S 13D 25M E 34/63 FT TO A PT ON WLY ROW LN CO RD 31 TH S 29D 28M W 339/31 FT TO TRUE POB TH N 57D 57M W 299/95 FT TH N 58D 39M W 118/27 FT TH N 39D 46M W 286/42 FT TH S 39D 34M W 351/46 FT TH S 39D 46M E 428/62 FT TO A PT 335 FT NWLY OF AS MEAS AT R/A FROM WLY ROW LN CO RD 31 TH N 31D 12M E 252/62 FT TH S 57D 57M E 335 FT TO A PT ON WLY ROW LN CO RD 31 TH N 31D 12M E 138/34 FT TH N 29D 28M E 3/35 FT TO TRUE POB EXC ELY 20 FT 4/301A

0157134402001

SUB:SWEETMAN SUBDIVISION LOT:3

APPROXIMATE LOCATION: 12021 Brighton Road.

WHEREAS, substantial testimony was presented by members of the public and the applicant; and,

WHEREAS, the Adams County Planning Commission held a public hearing on the 10th day of November, 2010, and forwarded a recommendation of APPROVAL to the Board of County Commissioners.

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 recommendations of the Department of Planning and Development and the Planning Commission, the application in this case be hereby **APPROVED** based upon the following findings of fact and subject to the fulfillment of the following conditions precedent and conditions by the applicant:

FINDINGS OF FACT

1. The proposed use is an acceptable use in the applicable zone district.
2. The certificate of designation is consistent with the purposes of these standards and regulations and meets the intent of the Adams County Comprehensive Plan.
3. The certificate of designation will comply with the requirements of these standards and regulations including, but not limited to, all applicable performance standards.
4. The certificate of designation 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 and the County. In making this determination, the Planning Commission and the Board of County Commissioners shall find, at a minimum, that the certificate of designation will not result in excessive traffic generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, or inappropriate hours of operation.
5. The certificate of designation has addressed all off-site impacts.
6. The site is suitable for the certificate of designation, including adequate usable space, adequate access, and absence of environmental constraints.
7. There is a need for the facility in the County.

8. The applicant has documented his ability to comply with the health standards and operating procedures as provided by the Colorado Department of Health, the Tri-County Health Department, and other relevant agencies.
9. The site is accessible to Adams County residents and other potential users.
10. The proposed facility will comply with all applicable laws and regulations relating to air pollution, water pollution, and noise. When standards do not exist for regulating emissions from a particular type of facility, the County will consider whether the facility may impact health and welfare of the community based upon specific facility design and operating procedures.
11. The site conforms to siting standards for the type of facility being proposed.

Conditions Precedent:

1. Dedication by warranty deed of 20 ½ feet of right-of-way for Brighton Road along the Brighton Road frontage shall be required.
2. The existing Floodplain Use Permit shall be reviewed and updated as required.
3. A regional drainage facility to accommodate the flows from Henderson Creek shall be required. A drainage easement consisting of 50 feet shall be required for the drainage channel. The easement shall be described in a drainage easement document that shall be reviewed and approved by the Right-of-Way Supervisor of Adams County.
4. The applicant shall comply with all the requirements of the Colorado Division of Water Resources as stated in their letter dated September 29, 2010.
5. The applicant shall provide a schedule for the construction of the perimeter drain specified in the Operation and Closure Plan. The schedule shall be reviewed and approved by the Colorado Division of Reclamation Mining and Safety

Conditions:

1. Operations shall not proceed until a "Notice to Proceed" is issued by the Department of Planning and Development, after the applicant has demonstrated all pertinent Conditions of Approval, as determined by Adams County, have been completed.
2. Hours of operation for the facility shall be from 6:00 A. M. to 6:00 P.M., Monday through Saturday.
3. All conditions set forth by the Colorado Department of Public Health and Environment (Solid Waste and Material Management Unit) as stated in their letter August 27, 2010 shall be considered as conditions in this case.
4. The applicant shall comply with the Colorado Department of Public Health and Environment's (Air Pollution Control Division) letter dated September 29, 2010.
5. The CD shall expire on December 6, 2017.
6. Fugitive dust control mechanisms must be in place and functioning at all times.
7. All complaints received by the applicant concerning impacts to offsite wells, and the resolution of those complaints, shall be conveyed to the Department of Planning and Development. Impacts to offsite water wells shall be responded to and resolved immediately by the applicant. Disputes concerning impacts to offsite water wells may be resolved by the Department of Planning and Development and may be justification for a Show Cause Hearing before the Adams County Board of County Commissioners.
8. All haul trucks shall cover their loads pursuant to C.R.S. 42-4-1407.
9. The facility shall cease operations during periods of high winds. High winds shall be defined as when wind speeds exceed 35 mph or a sustained 25mph.
10. All fluid spills such as hydraulic and oil from maintenance of equipment, shall be removed and disposed of at a facility permitted for such disposal.

11. All applicable operational standards found within the Solid and Hazardous Waste Disposal section of the Adams County Development Standards shall be followed.
12. The total volume of the import shall not exceed 500,000 cubic yards over the lifetime of this project.
13. The proposed fill operation shall not obstruct or cause interference of any kind to irrigation ditch laterals or roadside ditches that are in place.
14. Authorized personnel trained to recognize non-inert material shall be present on site while filling is taking place and shall inspect and screen each load of material brought to the fill site. Trash, organic material, and other waste material not meeting the definition of inert material shall be removed from each load at the screening location. A visual inspection and screening shall be made where loads are offloaded and materials not meeting the definition of inert material shall be removed. All materials removed from the waste stream shall be disposed of at an approved waste disposal facility at regular intervals and records of the transportation disposal shall be kept.
15. The applicant shall be responsible for the cleanliness and safety of all roadways adjacent to this site. If at any time, these roadways are found to be dangerous or not passable due to debris or mud, the Adams County Public Works Department will shut down the project, until the roadway conditions have improved and are deemed acceptable. If the contractor/applicant fails to keep the adjacent roadways clean and free from debris, the Public Works Department has the option to do the required clean up and bill the charges directly to the owner/applicant.
16. All materials must be inert, as defined in the Adams County Development Standards and Regulations including: non-water soluble and non-putrescible solids together with such minor amounts and types of other materials as will not significantly affect the inert nature of such solids, as determined by Adams County. The term includes, but is not limited to, earth, sand, gravel, rock, concrete (which has been in a hardened state for at least sixty (60) days), masonry, asphalt paving fragments which are not located in the water table, and other inert solids including those the Colorado Department of Health may identify by regulation. Street sweepings from street cleaning machines are not considered inert material and are instead considered solid waste.
17. Control of the fill materials, keeping records of the sources of the materials used at this site, shall be the responsibility of the applicant. Records concerning sources of fill materials and certifications shall be made available to Adams County inspectors upon request. This site is subject to inspection from Adams County inspectors, during reasonable working hours. Adams County may give notice of inspection prior to the inspection.
18. Finished elevations shall be at or below pre-mine elevations.
19. If fuel will be stored on this site:
 - All fuel storage at this site shall be provided with secondary containment, which complies with State of Colorado Oil Inspection Section Regulations; and
 - Fueling areas shall be separated from the rest of the site's surface area, and protected from storm water; and
 - Applicant shall provide a spill prevention plan and release prevention plan for fuel storage and fueling operations. Good housekeeping shall be practiced at this site. 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.

Notes to the Applicant:

1. All conditions precedent must be satisfied prior to commencing operations on the subject site. Proof that the concerns have been addressed will require a Notice to Proceed from the Department of Planning and Development.
2. All applicable requirements of the Zoning, Health, Building and Fire Codes shall be adhered to with this request.

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

Nichol _____ Aye
Fischer _____ Aye
Pace _____ Aye
Commissioners

STATE OF COLORADO)

County of Adams)

I, Karen Long, 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 6th day of December, A.D. 2010.

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

Karen Long:

By:



Deputy

From: [Megan Ulibarri](#)
To: "Bobi"
Cc: [Shayla Christenson](#); [Chris LaRue](#)
Subject: RCU2016-00025 Newspaper Publication
Date: Thursday, March 23, 2017 12:08:08 PM

Good Afternoon Bobi,

Please see the attached publication request for the following case(s):

- RCU2016-00025 Asphalt Specialties co.

May I get this case published in the Wednesday March 29th, 2017 issue of the Brighton Blade. Please let me know if there are any issues with deadlines.

Also, as your leaving who will we direct our publication emails to? Thank you for always working with us and best of luck as your adventure onto new things.

Thank you,

Megan Ulibarri

Community and Economic Development

4430 South Adams County Parkway, Suite W2000B

Brighton, CO 80601-8212

720.523.6848 | mulibbarri@adcogov.org

PUBLICATION REQUEST

Asphalt Specialties Co.

Case Number: RCU2016-00025
Planning Commission Hearing Date: 04/13/2017 at 6:00 p.m.
Board of County Commissioners Hearing Date: 05/16/2017 at 9:30 a.m.

Request: Conditional Use Permit to allow the operation of a asphalt and concrete products recycling facility pursuant to Section 3-10-04-05.

Location: 12021 BRIGHTON RD

Parcel Number: 0157134000075

Case Manager: Chris LaRue

Case Technician: Shayla Christenson

Applicant: ASPHALT SPECIALTIES CO INC 303-289-8555
10100 DALLAS STREET
HENDERSON, CO 80640

Owner: ASPHALT SPECIALTIES CO INC
10100 DALLAS STREET
HENDERSON, CO 80640

Representative:

Legal Description:

Legal Description (Parcel 1: Speer 52.3 AC.)

SECT,TWN,RNG:34-1-67 DESC: PT OF S2 SEC 34 DESC AS FOL BEG 1923/81 FT W OF SE COR TH CONT W 716/70 FT TO S4 COR TH CONT W 58/40 FT TO SE COR ADAMS COUNTY REGIONAL PARK COMPLEX ADDITION #1 TH THE FOL DIST AND BRNG N 08D 33M W 63/81 FT TH N 07D 41M W 473/73 FT TH N 18D 52M W 191/83 FT TH N 25D 30M E 422/06 FT TH N 38D 29M E 220/91 FT TH N 52D 32M E 288/79 FT TH N 76D 55M E 486/22 FT TH N 22D 28M E 214/81 FT TH N 09D 53M E 160 FT TH N 07D 38M E 149/98 FT TH N 17D 49M E 538/95 FT H N 72D 18M E 210/97 FT TO A PT WHICH BRS S 12/10 FT FROM NW COR E2 SE4 TH S 2301/59 FT TO A PT ON NWLY ROW LN OLD BRIGHTON RD TH S 31D 48M W 237/09 FT TH N 63D 22M W 410 FT TH S 19D 47M W 332/50 FT TO POB 52/44A

Legal Description (Parcel 2: Sweetman 12.7 AC)

SUB: SWEETMAN SUBDIVISION LOT: 3

Legal Description (Parcel 3: Seeger 6.9 AC)

SECT,TWN,RNG:34-1-67 DESC: COM AT SE COR SEC TH W 80 RODS TH N 15 RODS 3 AND 1/2 FT TO POB TH N 71 AND 1/2 RODS TH S 62D 30M E 39 RODS TO CEN OF CO RD TH S 31D 30M W 61 AND 1/2 RODS TO POB AND EXC RD (2010000090166) 6/8602A

STATE OF COLORADO)
COUNTY OF ADAMS)

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Administration Building in Brighton, Colorado on the 16TH day of OCTOBER, 2000 there were present:

5#

Elaine T. Valente _____ Chairman
Martin J. Flaum _____ **EXCUSED** Commissioner
Ted L. Strickland _____ Commissioner
James D. Robinson _____ County Attorney
Lucy Trujillo, Deputy _____ Clerk of the Board

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

C0725642
10/26/2000 16:21:35
BK: 6303 PG: 0349-0353
0.00 DOC FEE: 0.00
CAROL SNYDER
ADAMS COUNTY

ZONING HEARING DECISION - CASE #RCU2000-00058
ASPHALT SPECIALTIES

WHEREAS, on the 16th day of October, 2000, the Board of County Commissioners, held a public hearing on the application of Asphalt Specialties Company, Inc., Case #RCU2000-00058; and,

WHEREAS, this case involved an application for: Conditional Use Permit to allow: 1) Sand and gravel mining and processing; 2) Concrete batch plant; 3) Concrete recycling; 4) Construction equipment repair and storage; and 5) Maintenance facility and office, on the following described property:

LEGAL DESCRIPTION: Beginning at a point on the south line of the SE ¼ Section 34, Township 1 South, Range 67 West of the 6th P.M., which is 598.1 feet westerly of the southeast corner of the SW ¼ of the SE ¼ of said Section 34; thence S89°13'46"W along said south line a distance of 722.13 feet to the S ¼ corner of said Section 34; thence S89°33'15"W along the south line of the SW ¼ of said Section 34 a distance of 58.41 feet to a point; thence N08°46'11"W a distance of 63.81 feet to a point; thence N07°53'41"W a distance of 473.73 feet to a point; thence N19°05'03"W a distance of 22.99 feet to a point; thence N19°05'05"W a distance of 168.84 feet to a point; thence N25°18'02"E a distance of 422.06 feet to a point; thence N38°17'09"E a distance of 220.91 feet to a point; thence N52°19'58"E a distance of 288.79 feet to a point; thence N76°43'22"E a distance of 161.73 feet to a point; thence N52°39'11"E a distance of 11.39 feet to a point; thence N76°22'39"E a distance of 305.96 feet to a point; thence N21°55'18"E a distance of 214.81 feet to a point; thence N09°20'38"E a distance of 160.00 feet to a point; thence N07°05'00"E a distance of 149.98 feet to a point; thence N17°16'37"E a distance of 62.40 feet to a point; thence N17°16'37"E a distance of 476.55 feet to a point; thence N71°45'43"E a distance of 210.97 feet to a point on the N-S centerline of the SE ¼ of said Section 34, 12.14 feet south of the northeast corner of the NW ¼ of said SE ¼; thence S00°27'48"E along said N-S centerline a distance of 2,299.57 feet to a point on the westerly right-of-way line of County Road No. 31; thence S31°05'04"W along said right-of-way a distance of 238.03 feet to a point; thence N64°17'56"W a distance of 410.00 feet to a point; thence S18°16'19"W a distance of 328.66 feet to the point of beginning, containing 52.29 acres more or less.

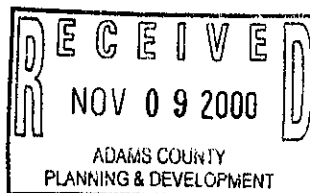
APPROXIMATE LOCATION: 12021 Brighton Road.

WHEREAS, substantial testimony was presented by members of the public and the applicant; and,

WHEREAS, the Adams County Planning Commission held a public hearing on the 28th day of September, 2000, and forwarded a recommendation of APPROVAL to the Board of County Commissioners.

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 recommendations of the Planning Commission, the application in this case be hereby **APPROVED** based upon the following findings of fact and is subject to the fulfillment of the following conditions precedent and stipulations by the applicant:

Exhibit 5.8



Findings of Fact:

1. The Adams County Zoning Regulations allow mineral extraction and related operations in the A-3 Zone District after receiving Conditional Use Permit approval. Negative externalities from these types of land uses are usually related to dust, noise, truck traffic, and damage to existing water wells. This request has demonstrated that these externalities will not be prevalent and will be mitigated. Therefore, this request has demonstrated the ability to comply with the requirements of the Adams County Zoning Regulations, and the area in which it is located if all recommended conditions and stipulations are adhered to with this request.
2. The Future Land Use Map of the Adams County Comprehensive Plan designates this property Agriculture/Natural Resource Conservation. The use of this property for gravel mining and related operations will not affect these designations with the net result being open space/wetlands. This proposal would be consistent with the South Platte River Heritage Plan and provide great opportunities to implement this plan in this location. Therefore, this request would be consistent with the intent of the Adams County Comprehensive Plan for this area of the County.
3. The surrounding area is made up of parcels zoned A-1, A-2, A-3, C-2, C-4, C-5, and I-2. The area is composed of rural residential, agricultural, limited commercial, and similar mining land uses. Under Section 6.200 of the Adams County Zoning Regulations, the Board of County Commissioners may require conditions of approval to make a land use or operation compatible with the area. This case is also subject to the operation and rehabilitation standards outlined in Section 11.340 of the Adams County Zoning Regulations. Provided all of the conditions and stipulations are adhered to with this project, the proposed uses spelled out within the application and mining plan will not be detrimental to the health, safety, or general welfare of the inhabitants of the area and the County.
4. This property is located within the Mineral Conservation Overlay Zone District and is, therefore, protected from development.

Conditions Precedent:

1. Submittal and approval of a Floodplain Use Permit (FUP). Conditions of the FUP shall become conditions of the Conditional Use Permit for mining. The developer's engineer shall certify and substantiate that there will not be any adverse impact on the adjacent properties due to the proposed mining activities during the 100 year flood event. During the review of the Floodplain Use Permit, should the Urban Drainage and Flood Control District recommend lakeside spillway(s) construction, the operator shall present the final design of the spillway structures(s) for approval by the District and Adams County, and shall construct the spillway(s).
OK
1-24-01
2. Applicants shall provide details and locations of the riverbank and pitside bank stabilization for review by, and approval from, Urban Drainage and Flood Control and Public Works Department. This shall include, but not be limited to, areas north and south of Area 3. Riverbank and pitshore protection that does not meet the mining regulations standard shall not be considered as valid protection.
OK
1-24-01
3. Provide a list and location on the plan for any and all fuel tanks and chemicals to be used in the operation for review and approval by Adams County Public Works Department and/or Environmental Analyst, and show how they will be brought into compliance with the floodplain regulations.
4. The operator shall enter into an agreement with the Urban Drainage and Flood Control District to implement all the necessary improvements required by the *Technical Review Guidelines for Gravel Mining Activities*. These improvements may include both riverbank stabilization and spillway structure(s). In addition, an easement for flowage, maintenance access and recreation/maintenance access trails shall be granted to the District or the County.
5. Approval of the Street Construction Plans for the northbound left turn lane on Brighton Road, and construction of these street improvements.
6. Dedication by warranty deed of 10 feet of right-of-way for Brighton Road to Adams County. This dedication shall be coordinated with the Adams County Public Works Department.

- APEN 1
7. Submittal and approval of a maintenance agreement and bond to provide for road maintenance and repair road damage to the Adams County Public Works Department.
 8. Applicant shall continue to coordinate the review and approval on an APEN/air emission permit. Applicant shall continue to coordinate the review and approval for noise mitigation means. Applicant shall demonstrate compliance with Air Pollution Control Division, and Water Quality Control Division of the Colorado Department of Public Health and Environment.
 9. The applicant shall enter into an agreement with the County to dedicate Area 3 mining to the County.

Stipulations:

1. The *Technical Review Guidelines for Gravel Mining Activities* and the County's floodplain regulations shall govern as the minimum standard for the proposed development.
2. The mining setback shall be a minimum of 400 feet from the top of riverbank, unless adequate documentation is provided showing how, when, and who will be responsible for the riverbank and pit side bank stabilization. The County may allow 200 feet setback if the mining lakeshore is stabilized, and 100 feet setback if the riverbank and the pitside bank are stabilized.
3. Stockpiling and any other development within the floodway will be prohibited unless hydraulic modeling of the 100-year flood shows no increase of the flood elevation.
4. Groundwater protection, monitoring, and mitigation plan, as defined in the mining plan, shall be implemented at all times.
5. A landscaped berm shall be constructed along Brighton Road at a height no less than 6 feet to provide screening of the proposed mining operation.
6. Applicants shall continue to coordinate efforts with the Colorado Division of Wildlife for the protection of existing wildlife and planning for post mining/reclamation efforts to provide areas for new wildlife habitats.
7. Any fuel storage at this site shall be provided with secondary containment, which complies with State of Colorado Oil Inspection Section Regulations.
8. Applicant shall provide a spill prevention plan and release prevention plan for fuel storage and fueling operations. Good housekeeping shall be practiced at this site. 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.
9. Fueling areas shall be separated from the rest of the site's surface area, and protected from stormwater.
10. Any and all fluid spills such as hydraulic and oil from equipment, shall be removed and disposed of at a facility permitted for such disposal.
11. Any and all parking of construction equipment related to the proposed mining operation shall be out of view from Brighton Road and/or within existing buildings.
12. All maintenance and/or repair shall occur at this location within a building with appropriate spill prevention and fluid disposal systems in place at all times.
13. Mining and Reclamation shall comply with the Technical Review guidelines for Gravel Mining Activities, December 1987, as adopted by Adams County under section 11.241 (7) of the Adams County Zoning Regulations.
14. Fugitive dust control mechanisms shall be in place, and functioning at all times.
15. Truck washout pits associated with the batch plant operation shall be designed with a liner system to prevent uncured concrete materials escaping into the environment, approved by the County. The Planning Department shall observe placement of the liner system, and approve, prior to notification to proceed with concrete batch plant activities.

16. The hours of operation for the batch plant and concrete recycling operation shall be limited to 6:00 a.m. to 6:00.p.m .Monday through Saturday.
17. A "Notice to Proceed" from the Department of Planning and Development will be required prior to the start up of concrete batch plant activities.
18. All complaints received by the applicant concerning impacts to offsite wells, and the resolution of those complaints, shall be conveyed to the Department of Planning and Development. Impacts to offsite water wells, from de-watering activities, shall be responded to and resolved immediately by the applicant. Disputes concerning impacts to offsite water wells may be resolved by the Department of Planning and Development, and may be justification for a Show Cause Hearing before the Adams County Board of County Commissioners.
19. The Conditional Use Permit shall apply only to Asphalt Specialties Co, Inc., and shall not be transferable to any other party except by amendment to the Conditional Use Permit.
20. The Conditional Use Permit shall expire ten (10) years from the Board of County Commissioners hearing date (Oct. 16, 2010).
21. This site is subject to inspections from Adams County inspectors, during reasonable working hours. Adams County may give notice of inspection prior to the inspection.
22. All portable toilets shall be regularly maintained and serviced. The use of all existing septic systems shall comply with all applicable Tri-County Regulations.
23. One Hundred (100) feet of undisturbed material will be maintained from the Urban Drainage and Flood Control District (UDFCD) top of bank at the north and south ends of the property, as illustrated on the Site Plan map. Riverbank protection, per UDFCD's requirement (see Detail 2, Post Mining Land Use Map) must be installed, prior to mining within 200 feet of the top of bank.
24. Ultimate mining limits in the central portion of Area 1 (adjacent to Area 3) will be 50 feet from the top of bank, subject to the following conditions: First, the riverbank protection must be in place, prior to mining within 200 feet of the top of bank. Secondly, mining and back filling to grade (to 100 feet from the top of bank) can occur only during a "Low Water Season", as defined by October 1 to April 1 of the following year. Construction of the clay liner and installation of the pit-side protection should be as concurrent as possible.
25. Mining limits of 25 feet from other property lines shall be maintained throughout the rest of Area 1.
26. Within forty-five days after the voluntary cleanup described in the plan approved by the Colorado Department of Public Health and Environment, the applicant shall provide to the Department of Public Health and Environment a certification from a qualified environmental professional that the voluntary cleanup plan has been fully implemented.
27. All stockpiling, including concrete recycling, shall not exceed a height of 30 feet.

Notes to the Applicant:

1. All conditions precedent must be satisfied prior to commencing operations on the subject site. Proof that the concerns have been addressed will require a Notice to Proceed from the Department of Planning and Development.
2. Any structures that are placed or built on this site will require a Building Permit.
3. All requirements of the Building and Fire Codes shall be adhered to with this request.

4. Unless modified or otherwise noted in the approved Resolution and Operations Plan, the mining operation shall comply with the Adams County Zoning Regulations, Section 11.340.
5. All haul trucks shall cover their loads pursuant to C.R.S. 42-4-1407.

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

| | |
|------------------|---------|
| Valente _____ | Aye |
| Flaum _____ | Excused |
| Strickland _____ | Aye |
| Commissioners | |

STATE OF COLORADO)
County of Adams)

I, Carol Snyder, 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 16TH day of OCTOBER, A.D. 2000

County Clerk and ex-officio Clerk of the Board of County Commissioners
Carol Snyder:

By *Larry Trujillo*
Deputy



Asphalt Specialties

RCU2016-00025

May 23, 2017

Board of County Commissioners

Department of Community and Economic Development

Case Manager: Chris LaRue



Conditional Use Permit Request

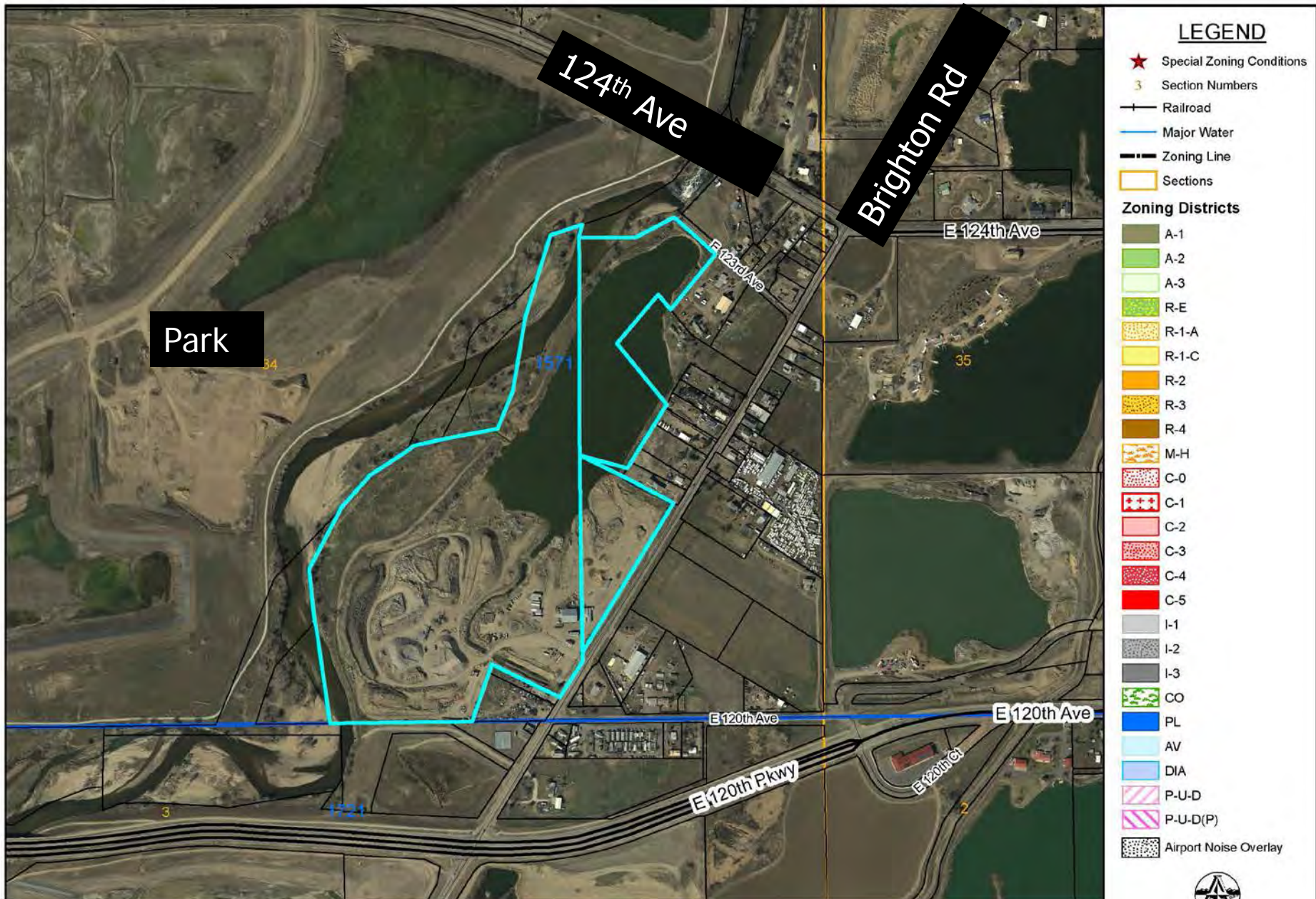
- A recycling and wholesale facility of concrete & asphalt in the A-3 Zone District.

Update

- 2/8/17: Inspection with County Staff, Tri-County Health, & CDPHE
 - CD
 - Violations noted: non-inert material, wind speed, etc.
 - Show cause proceedings
 - BoCC hearings: 4/4, 4/18, & 5/23
 - Monitor for 30 days; notice
- PC continued action on 2/9 & 4/13 to allow resolution of show cause

Background

- Sand & Gravel Mine (expired 2010)
- *Inert* landfill (2010)
- Concrete & asphalt
 - Can be recycled & sold
 - Stockpiled, sorted, & crushed
 - No new material to brought to the site
- Violation for recycling



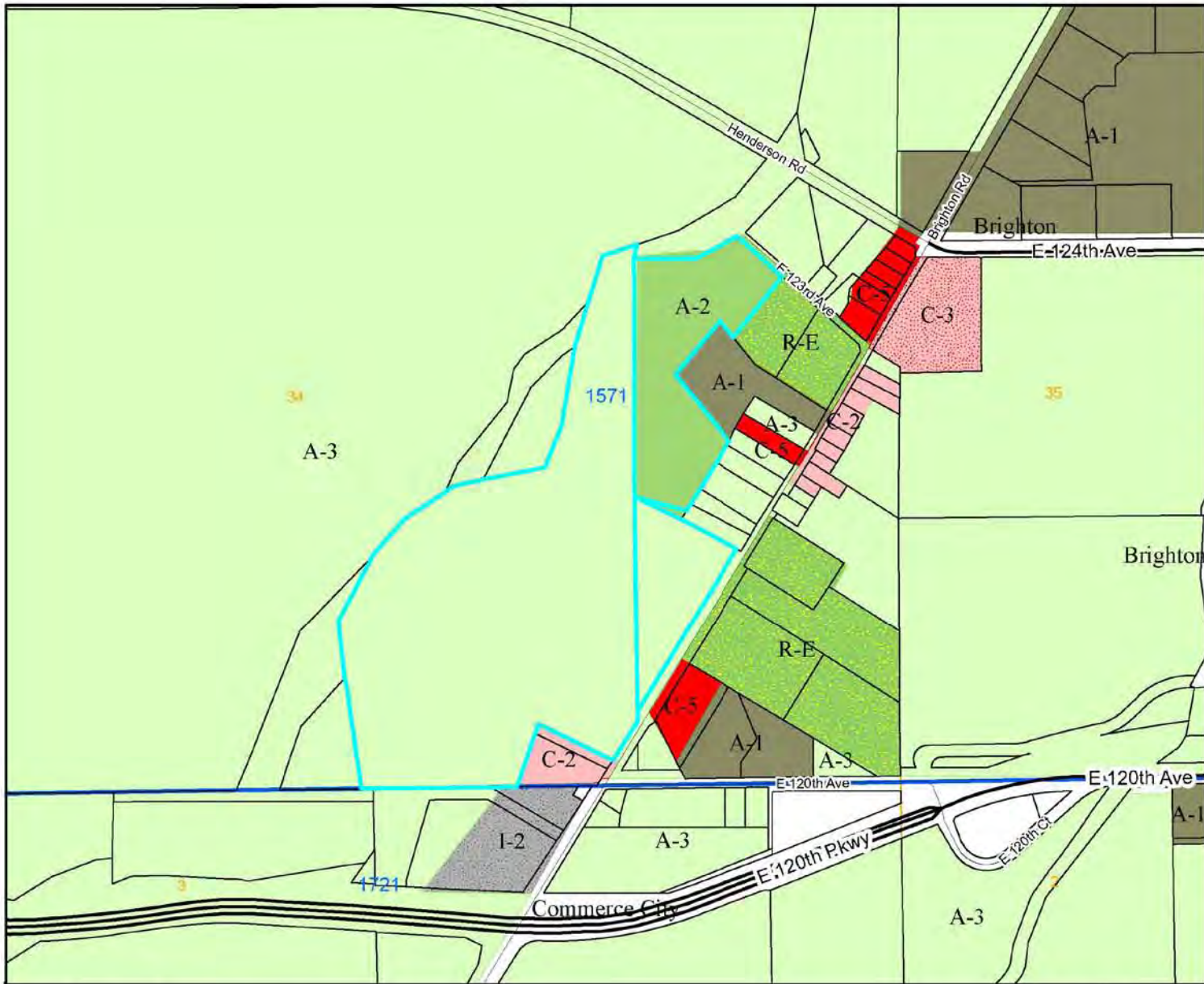
Asphalt Specialties

RCU2016-00025

Aerial Map

- 75 acres
- 16.5 ac for recycling

For d



LEGEND

- ★ Special Zoning Conditions
- 3 Section Numbers
- +— Railroad
- Major Water
- Zoning Line
- Sections
- Zoning Districts**
- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)
- ⊞ Airport Noise Overlay

Asphalt Specialties
RCU2016-00025

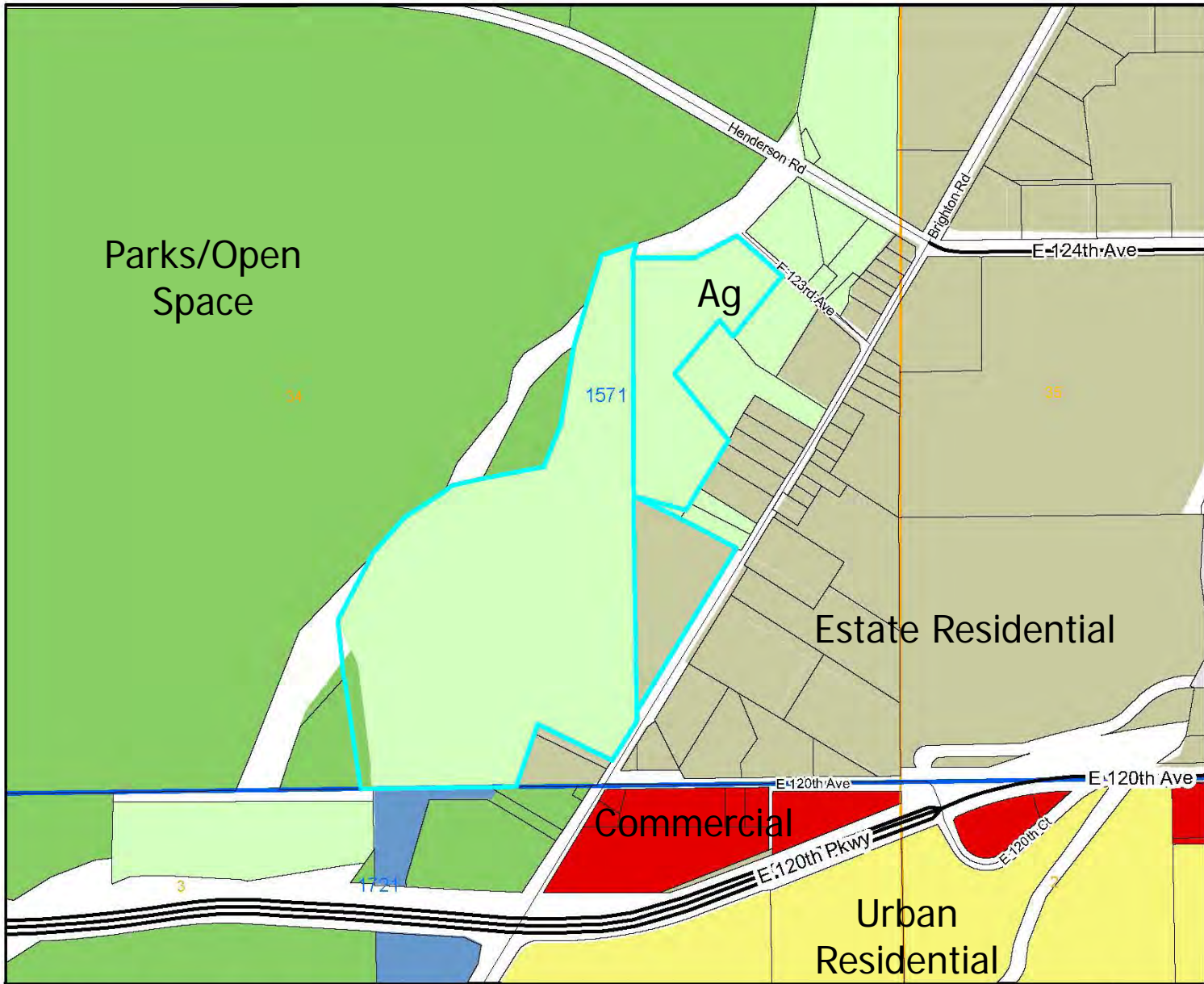
Zoning Map



For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



- Long term compatible
- Complete this year

Asphalt Specialties
RCU2016-00025

Comprehensive Plan

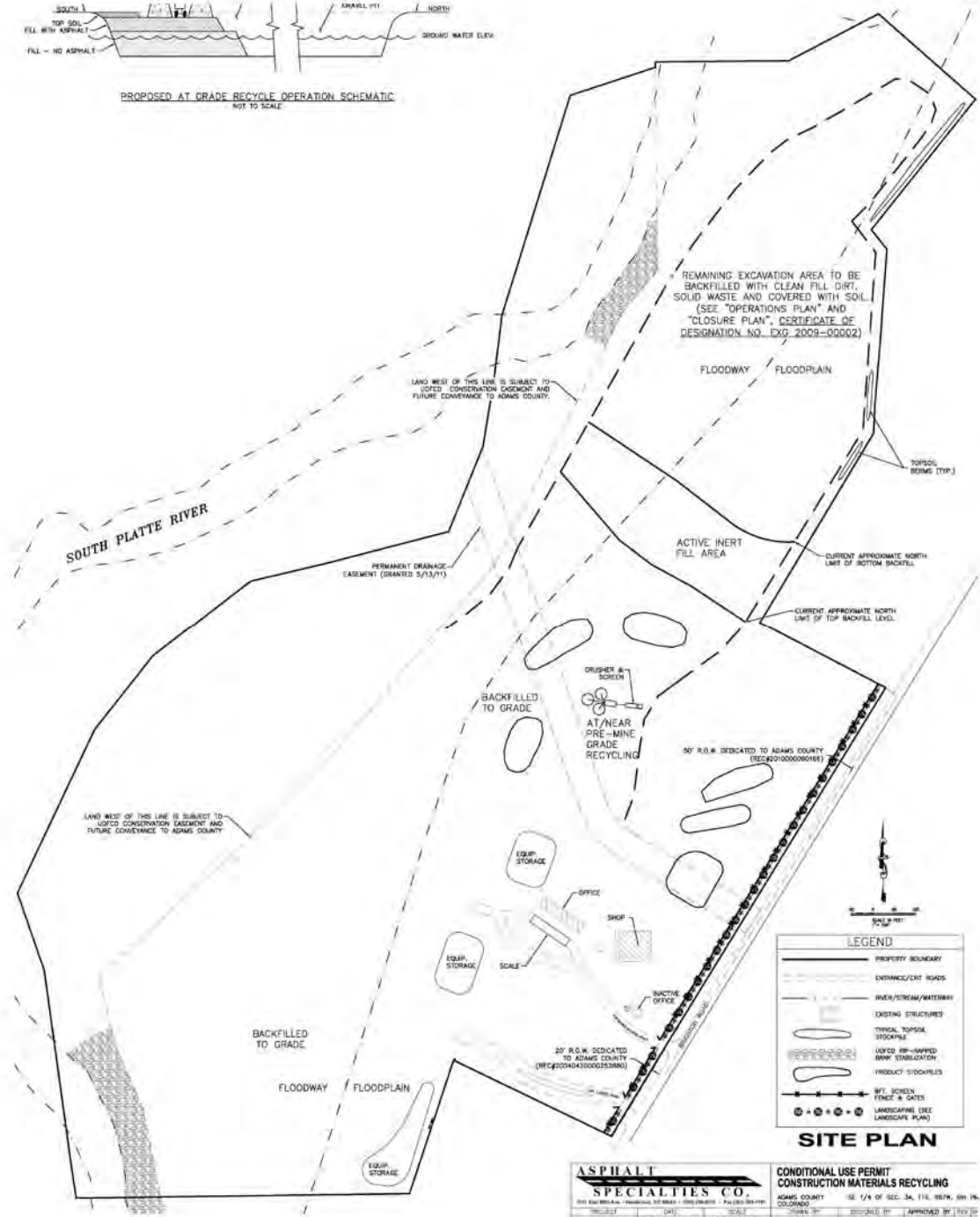
N
For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



PROPOSED AT GRADE RECYCLE OPERATION SCHEMATIC
NOT TO SCALE



REMAINING EXCAVATION AREA TO BE BACKFILLED WITH CLEAN FILL DIRT, SOLID WASTE AND COVERED WITH SOIL. (SEE "OPERATIONS PLAN" AND "CLOSURE PLAN", CERTIFICATE OF DESIGNATION NO. EXG 2008-00002)

LAND WEST OF THIS LINE IS SUBJECT TO EROSION CONTROL EASEMENT AND FUTURE CONVEYANCE TO ADAMS COUNTY.

SOUTH PLATTE RIVER

PERMANENT DRAINAGE EASEMENT (GRANTED 5/13/11)

FLOODWAY FLOODPLAIN

TOPSOIL BOMS (TYP.)

ACTIVE INERT FILL AREA

CURRENT APPROXIMATE NORTH LINE OF BOTTOM BACKFILL

CURRENT APPROXIMATE NORTH LINE OF TOP BACKFILL LEVEL

CRUSHER & SCREEN

AT NEAR PRE-MINE GRADE RECYCLING

50' R.O.W. DEDICATED TO ADAMS COUNTY (SEC#201000000161)

LAND WEST OF THIS LINE IS SUBJECT TO EROSION CONTROL EASEMENT AND FUTURE CONVEYANCE TO ADAMS COUNTY.

EQUIP STORAGE

OFFICE

SHOP

EQUIP STORAGE

SCALE

BACKFILL OFFICE

20' R.O.W. DEDICATED TO ADAMS COUNTY (MFC#2004043000253080)

BACKFILLED TO GRADE

FLOODWAY FLOODPLAIN

EQUIP STORAGE



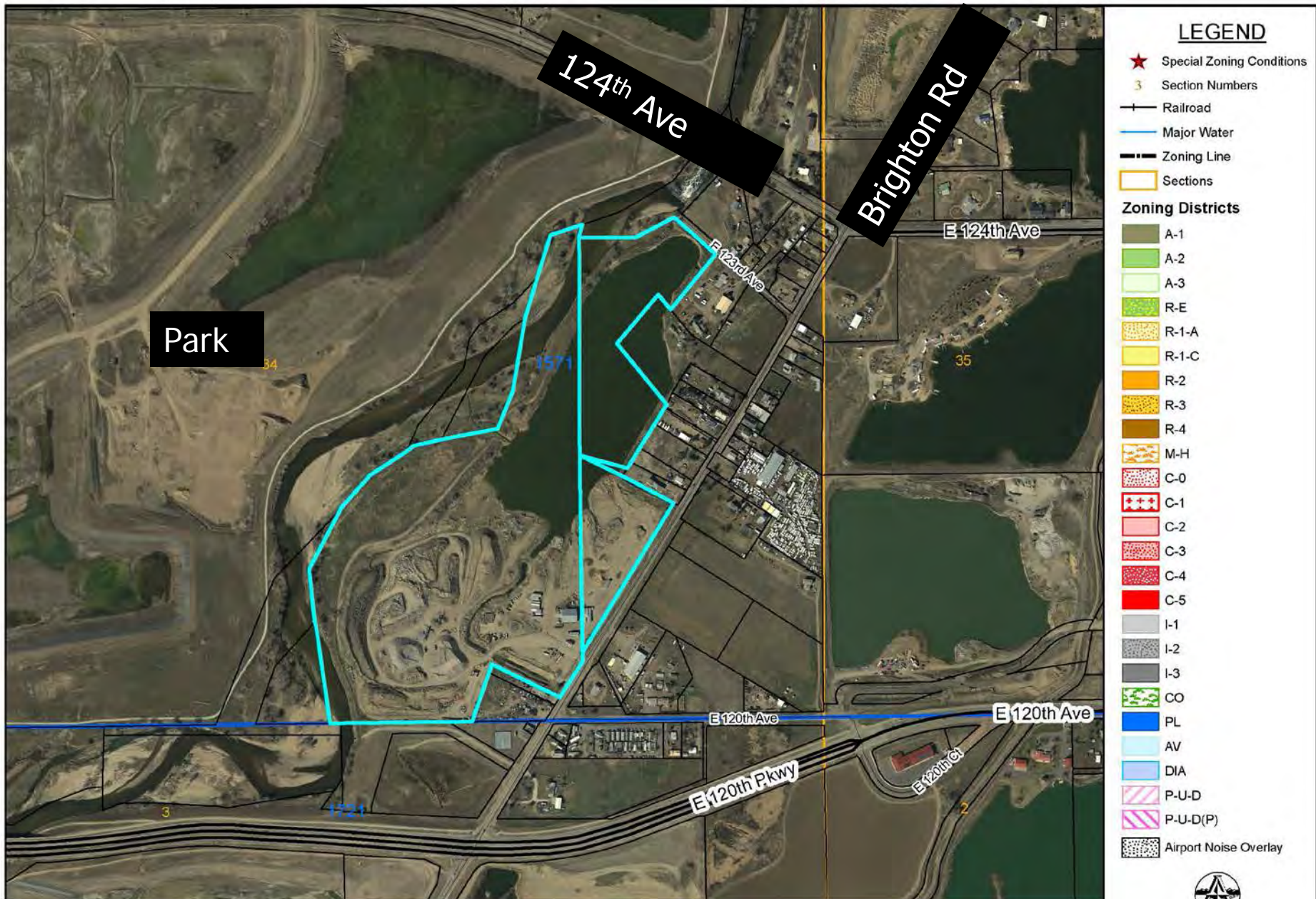
| LEGEND | |
|--------|---------------------------------------|
| | PROPERTY BOUNDARY |
| | ENTRANCE/EXIT ROADS |
| | RIVER/STREAM/WATERWAY |
| | EXISTING STRUCTURES |
| | TYPICAL TOPSOIL STOCKPILE |
| | LOOSE RIP-RAPPED BUNKER/STABILIZATION |
| | PRODUCT STOCKPILES |
| | WPT, SCREEN FENCE & GATES |
| | LANDSCAPING (SEE LANDSCAPE PLAN) |

SITE PLAN

| | | | |
|------------------------------------|-----------|----------------------------------------------------------------|------------------------------------------------|
| ASPHALT SPECIALTIES CO. | | CONDITIONAL USE PERMIT CONSTRUCTION MATERIALS RECYCLING | |
| 5000 W. BROADWAY, DENVER, CO 80202 | | ADAMS COUNTY | SE 1/4 OF SEC. 34, T16, R67W, 69N PM, COLORADO |
| PROJECT: | DATE: | DRAWN BY: | APPROVED BY: |
| 07/18/2016 | 1" = 100' | LS | RBL |

Development Standards

- CUP / recycling in A-3 (3-10-04-05)
- Storage screening:
 - Limited to fence height
- Applicant providing:
 - Screening along Brighton Rd
 - Staff requiring landscaping/screening on south property line



Asphalt Specialties

RCU2016-00025

Aerial Map

•75 acres

•16.5 ac for recycling

For d

Criteria for Conditional Use Permit Approval

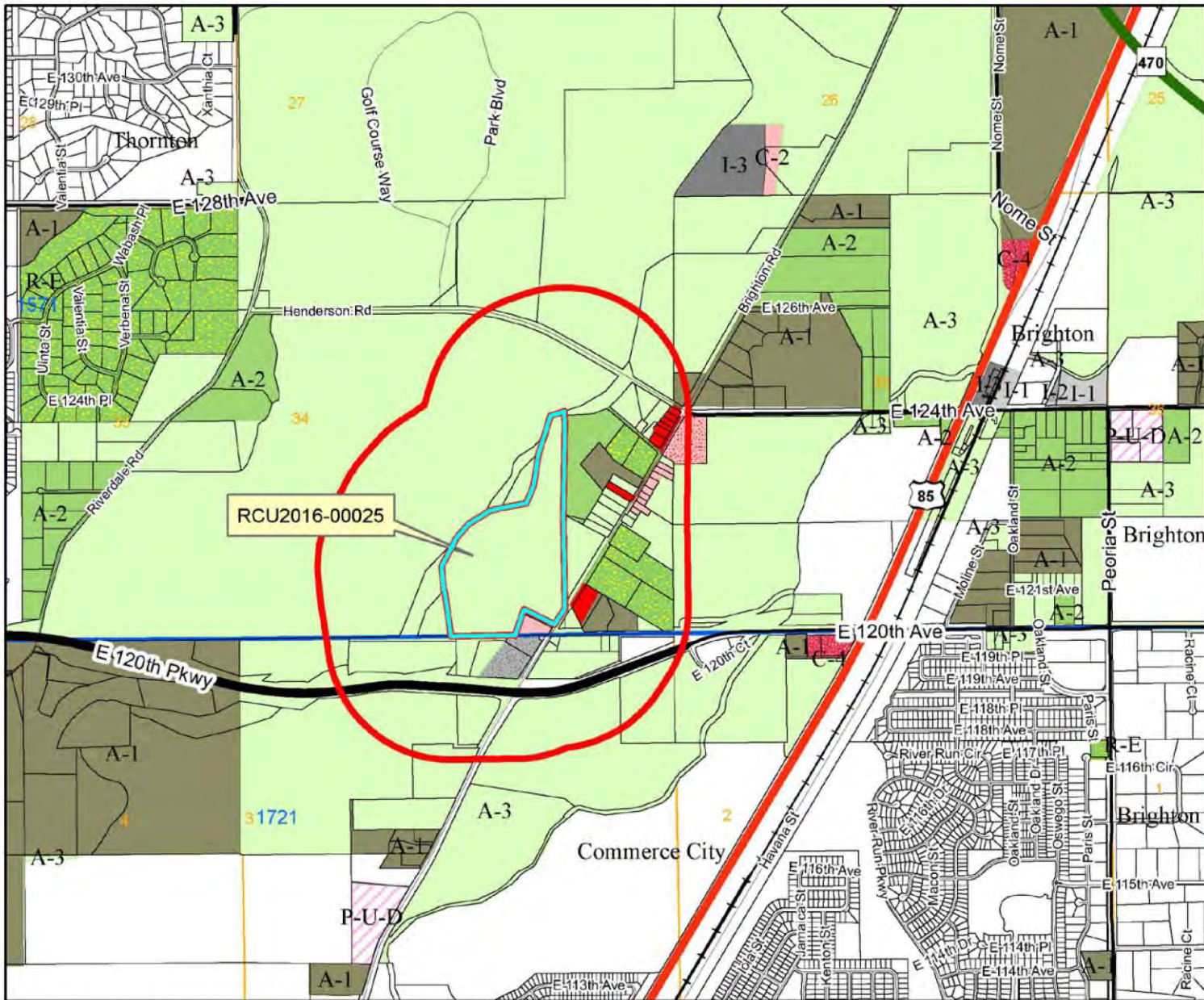
Section 2-02-08-06

1. CUP Permitted in Zone
2. Consistent with Regulations
3. Complies with Performance Standards
4. Compatible and Not Detrimental
5. No Off-Site Impacts
6. Suitability of Site
7. Functional Layout
8. Utilities and/or Services Provided

Referral Comments

- Development Services Engineering / ROW:
 - General comments: No road improvements / tracking control & maintenance plan
- No concerns from referral agencies
- Property Owners notified with 1,500 feet

| Notifications Sent | Comments Received |
|--------------------|-------------------|
| 68 | 0 |



LEGEND

- ★ Special Zoning Conditions
 - 3 Section Numbers
 - Railroad
 - Major Water
 - Zoning Line
 - Sections
- Zoning Districts**
- A-1
 - A-2
 - A-3
 - R-E
 - R-1-A
 - R-1-C
 - R-2
 - R-3
 - R-4
 - M-H
 - C-0
 - C-1
 - C-2
 - C-3
 - C-4
 - C-5
 - I-1
 - I-2
 - I-3
 - CO
 - PL
 - AV
 - DIA
 - P-U-D
 - P-U-D(P)
 - Airport Noise Overlay

Asphalt Specialties - Speer

RCU2016-00025



For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy

Planning Commission Update

- PC unanimously approved the request on 5/11/17.
 - No changes to conditions.
- Applicant requested change to landscaping & pile heights.
- 1 person spoke: debris on Brighton Rd.



South on Brighton Rd



North on Brighton Rd





West into site





West into site



Notes in this site



South on Brighton Rd



North on Brighton Rd



West on 120th
Parkway



Site facing north of
120th Parkway



Recommendation

- The request is consistent with:
 - Surrounding areas
 - Comprehensive Plan designations
 - Development Standards & Regulations
 - Conditions & adherence to CD conditions
- PC & Staff are recommending **Approval** based on 8 Findings-of-Fact, 3 Conditions Precedent & 18 Conditions

Findings of Fact

1. The conditional use is permitted in the applicable zone district.
2. The conditional use is consistent with the purposes of these standards and regulations.
3. The conditional use will comply with the requirements of these standards and regulations, including but not limited to, all applicable performance standards.
4. The conditional use 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 and the County.

Findings of Fact

5. The conditional use permit has addressed all off-site impacts.
6. The site is suitable for the proposed conditional use including adequate usable space, adequate access, and absence of environmental constraints.
7. The site plan for the proposed conditional use will provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.
8. Sewer, water, storm water drainage, fire protection, police protection, and roads are to be available and adequate to serve the needs of the conditional use as designed and proposed.

Recommended Conditions

Recommended Conditions Precedent:

1. Prior to commencing operations, and thereafter during the active life of the facility, and for one (1) year after closure, the operator shall post and maintain a performance bond or other approved financial instrument with Adams County. The amount of said bond shall be in the amount necessary to remove materials from recycling facilities for disposal at an appropriate disposal facility. The amount of the bond shall be calculated to include removal, tipping fees, and transportation costs.

The performance bond shall be forfeited in an amount sufficient to defray the expense of action including staff time expended by Adams County for corrective actions required due to issues with health, safety, and general welfare from failure of the operator to follow any regulations, standards, or conditions of approval.

Recommended Conditions

Recommended Conditions Precedent:

2. The applicant shall submit a landscaping and screening plan no later than 30 days from the date of approval of this conditional use permit. The landscape and screening plan shall provide landscaping/screening along both Brighton Road and the southern property boundary where the site is visible from 120th Avenue Parkway. The landscape plan may include a provision to allow alternative methods of irrigation.
3. The applicant shall receive a "Notice to Proceed" from the Department of Community and Economic Development. Written proof that all of the conditions precedents have been satisfied shall be required prior to receiving this notice.

Recommended Conditions of Approval

Recommended Conditions:

1. The facility shall not accept new materials to be recycled. This CUP only authorizes the recycling of materials that are already on site as of May 1, 2017.
2. This CUP expires on December 6, 2017.
3. This CUP shall be limited only to materials, processes, and storage areas as described in the application and - related to the recycling of concrete and asphalt. Any changes to types of material or processes shall require an amendment to this CUP.
4. Stockpiles on the property shall not exceed eight feet in height, which is also the height limit of the earthen berm installed along the eastern property line.

Recommended Conditions of Approval

Recommended Conditions:

5. The earthen berm along the eastern property line shall be maintained in conformity with Section 4-17 of the Adams County Development Standards and Regulations pertaining to weeds and dangerous trees.
6. Lighting shall be arranged and positioned so no direct lighting or reflection of lighting creates a nuisance or hazard to any adjoining property or rights-of-way.
7. The operator shall maintain records showing amounts of stockpiled materials both processed and unprocessed. In addition, records containing customer lists and showing amounts of recycled material shipped off site shall be maintained.

Recommended Conditions of Approval

Recommended Conditions:

8. The operator shall submit bi-monthly status reports on the last business day of the month to the Director of Community and Economic Development. The reports shall summarize the status of the facility and provide documentation on how the conditions of approval are being met. The report shall be submitted on or before each of the following dates: June 30, 2017, August 30, 2017, October 30, 2017, and December 6, 2017.
9. Violations to the conditions of approval may result in a show cause hearing before the Board of County Commissioners to revoke or suspend the conditional use permit.

Recommended Conditions of Approval

Recommended Conditions:

10. The operator shall inspect Brighton Road for tracking of debris at least three times a day. Debris found on Brighton Road shall be removed immediately.
11. By the close of business each day, the operator shall remove all waste material consisting of concrete, asphalt, soils, sand, and rock that is brought to the facility, along public rights-of-way within one-half (1/2) mile of the facility.
12. Wind monitoring equipment shall be installed and maintained at all times. The facility shall cease operations during periods of high winds. High winds shall be defined as when wind speeds exceed 35 mph or when sustained wind speeds exceed 25mph.

Recommended Conditions of Approval

Recommended Conditions:

13. The facility shall have two employees onsite during operational hours. There shall be, at a minimum, one qualified employee on site during operational hours to monitor activities.
14. The facility shall provide regular training to their staff on:
 - 14.1 Safety;
 - 14.2 Review of emergency procedures;
 - 14.3 In-house orientation provided for new personnel;
 - 14.4 Site map showing traffic patterns, pile locations, open water, and restricted areas;
 - 14.5 The site map shall be updated regularly as site conditions changes;
 - 14.6 Keeping trucks away from the site entrance to ensure traffic flow;
 - 14.7 Identification of all people on site, including visitors.

Recommended Conditions of Approval

Recommended Conditions:

15. Dust control mechanisms shall be in place and functioning at all times.
16. Any metal transported to the site shall be placed into metal recycling roll off containers.
17. The operator shall contact all truck operators who bring fill to the site and instruct them that dumping of new recycled materials shall be prohibited.

Recommended Conditions of Approval

Recommended Conditions:

18. The facility shall not accept any hazardous or contaminated waste. All material shall be field screened. The field screening methods include headspace/PID screening, draeger tubes (or equivalent), colormetric field kits, infrared (IR) analysis for TPH in soil, pH, conductivity, temperature and other methods, depending on the known or suspected contaminants or purpose of screening. Field screening methods may be done independently or periodic laboratory testing may be employed to verify the field screening results. Field screening equipment will be calibrated according to the manufacturer specifications prior to and periodically during the field use. This applies to equipment used for onsite chemical measurements such as pH, electrical conductivity, and temperature. Instruments and equipment used to gather generate, or measure environmental data in the field will be calibrated with sufficient frequency and in such a manner that accuracy and reproducibility of the results are consistent with the manufacturer specifications.