

**THE BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS, COLORADO**

**RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE TOWN OF CASTLE ROCK AND THE BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS CONCERNING THE ADMINISTRATION AND THE  
CONDUCT OF THE NOVEMBER 2, 2021 COORDINATED ELECTION.**

*WHEREAS*, the Board of County Commissioners of the County of Douglas (the "County") and the Town of Castle Rock (the "Jurisdiction") desire to enter into an agreement concerning the Administration and Conduct in Elections; and

*WHEREAS*, the County is willing to enter into such an agreement with the Jurisdiction in accordance with the terms and conditions set forth in the intergovernmental agreement attached hereto; now, therefore,

**BE IT RESOLVED**, BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO, that the agreement between the Board of County Commissioners of the County and the Jurisdiction, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Chair of the Board is authorized to execute the agreement on behalf of the County.

**PASSED AND ADOPTED** this 14th day of September, 2021, in Castle Rock, Douglas County, Colorado.

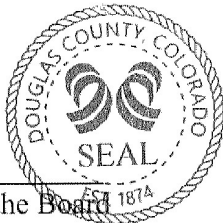
**THE BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS, COLORADO**

**BY:**

  
\_\_\_\_\_  
**ABE LAYDON, Chair**

**ATTEST:**

  
\_\_\_\_\_  
**KRISTIN RANDLETT, Clerk to the Board**



**INTERGOVERNMENTAL AGREEMENT****BETWEEN****DOUGLAS COUNTY CLERK AND RECORDER****AND**

TOWN OF CASTLE ROCK  
(Jurisdiction Name)

**REGARDING THE CONDUCT AND ADMINISTRATION OF THE**

**NOVEMBER 2, 2021  
COORDINATED ELECTION**

**MERLIN KLOTZ  
DOUGLAS COUNTY CLERK AND RECORDER  
ELECTIONS DIVISION  
CASTLE ROCK, CO 80109**





THIS AGREEMENT is made by and between the Board of County Commissioners of the County of Douglas, State of Colorado, on behalf of the Douglas County Clerk and Recorder (hereinafter referred to as the "County") and TOWN OF CASTLE ROCK (hereinafter referred to as the "Jurisdiction") collectively as the "Parties"; and

**WHEREAS**, pursuant to the Uniform Election Code of 1992 (Articles 1 to 13 of Title 1, C.R.S.), governmental entities are encouraged to cooperate and consolidate elections in order to reduce taxpayer expenses; and

**WHEREAS**, pursuant to section 1-7-116, C.R.S. if more than one political subdivision holds an election on the same day in November and the eligible electors for each such election are the same or the boundaries overlap, the County Clerk and Recorder is the Coordinated Election Official and, pursuant to section 1-5-401, C.R.S. shall conduct the elections on behalf of all political subdivisions utilizing the mail ballot procedures set forth in article 7.5 of title 1; and

**WHEREAS**, the County and Jurisdiction have determined that section 1-7-116, C.R.S. applies and it is in the best interest of the taxpayers and the electors to enter into this Agreement to conduct the Coordinated Election on November 2, 2021; and

**WHEREAS**, such agreements are authorized pursuant to Article XIV, Section 18 of the Colorado Constitution, and sections 1-7-116 and 29-1-203, C.R.S.

**NOW, THEREFORE**, for and in consideration of the promises herein contained, the sufficiency of which is hereby acknowledged, the Parties hereto agree this election shall be conducted as a coordinated election in accordance with the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.) or any other Title of C.R.S. governing participating Jurisdiction's election matters, as well as the Colorado Constitution, and the State of Colorado Secretary of State (SOS) Rules (hereinafter referred to as the "Code"). The election participants will execute agreements with Douglas County for this purpose and may include municipalities, school districts, and special districts within the Douglas County limits and the State of Colorado.

## SECTION I. PURPOSE AND GENERAL MATTERS

### 1.01 DEFINITIONS:

- A. **"Coordinated Election Official"** (hereinafter "CEO") means the County Clerk and Recorder who acts as the "coordinated election official", as defined within the Code and Rules.
- B. **"Contact Officer"** means the person who acts as the primary liaison or contact between the Jurisdiction and the CEO. The Contact Officer shall be that person under the authority of the CEO who will have primary responsibility for the coordination of the election for the Jurisdiction and the procedures to be completed by the County Clerk hereunder.
- C. **Canvass Board** is appointed by the major political parties before the election. The canvass is the audit function of the election and the process of reconciling the number of ballots counted to the number of voters who voted. The Canvass Board

will meet no later than the 22nd day after the election to certify the abstract of votes cast.

- D. **"Designated Election Official"** (hereinafter "DEO"), means the person identified by the Jurisdiction to act as the primary liaison between the Jurisdiction and the Contact Officer and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction, as specified within the Code.
- E. **Logic & Accuracy Test** The county must conduct a Logic and Accuracy Test on its voting equipment at least 21 days before the election. Voting devices must be tested before they are used in an election. One registered elector from each major political party is required to serve on the Logic and Accuracy Testing Board.
- F. **Risk Limiting Audit** This audit provides strong statistical evidence that the election outcome is correct. The number of ballots required to conduct an RLA will vary based on the smallest margin of the contest selected by the Secretary of State and the risk limit. The smaller the margin, the more ballots to audit. The smaller the risk limit, the more ballots to audit. The Audit Board is appointed by the major political parties and must complete its report no later than 5:00 p.m. one business day before the canvass deadline. At least one member of each major political party's Canvass Board will serve as an observer of the audit.
- G. **TABOR** (Taxpayer Bill of Rights) is a constitutional measure that requires voter approval for tax increases.

## 1.02 JOINT RESPONSIBILITIES

- A. All parties shall familiarize themselves with all statutory and regulatory requirements impacting coordinated elections and TABOR notices and shall adhere to all applicable provisions of the Code which are necessary or appropriate to the performance of the duties required.
- B. Nothing herein shall be deemed to relieve the CEO or the Jurisdiction from their official responsibilities for the conduct of the election, including any of their respective responsibilities under the Fair Campaign Practices Act or any local ordinances concerning fair campaign practices.

## 1.03 JURISDICTION

The Jurisdiction encompasses territory within Douglas County. This Agreement shall apply only to that portion of the Jurisdiction within Douglas County. Where the Jurisdiction is entirely contained within Douglas County, the Contact Officer has jurisdiction in establishing ballot order and number in accordance with CRS 1-5-407(5). When the Jurisdiction is split among more than one county, the Contact Officer will coordinate with other counties to agree upon ballot order and numbering, per Colorado SOS Election Rule 4.2.

## SECTION II. COUNTY/JURISDICTION RESPONSIBILITIES

The County and the Jurisdiction shall each perform their respective duties and/or functions within the context of this Agreement:

### 2.01 COUNTY RESPONSIBILITIES:

- A. Assist the DEO on any matter related to the election to ensure the smooth and efficient operation of the election (such information shall not include legal advice) by designating a Contact Officer with the specific duty of assisting with the election of the Jurisdiction and acting as the primary liaison between the County and Jurisdiction.
- B. Provide an Address Confirmation Form (Appendix A) accompanied by an Address Library Report and Jurisdiction Boundary Map that defines Jurisdictional boundaries in terms of residential street ranges based on County Assessor records. The Address Library Report will include the address report from the Secretary of State voter registration system, which defines street addresses within the Jurisdiction.
- C. Verify errors, omissions, and/or corrections identified by the Jurisdiction against County Assessor data, and where appropriate, modify street ranges to accurately define the eligible electors within the Jurisdiction.
- D. Contract for the mail ballot packets (ballot(s), voter instructions, and return envelope) and remit payment directly to the vendor.
- E. Provide ballot printing layouts compliant with the Code for proofreading and signature approval by the Jurisdiction prior to final ballot printing.
- F. Mail the ballot packets as required by the Code.
- G. Provide a certified list of the Jurisdiction's registered voters, as requested.
- H. Conduct all associated tasks relating to election judges including, but not limited to, eligibility, placement, training, and oversight.
- I. Conduct all functions of the Canvass Board to include a canvass of the votes and certification of the results. Additionally, provide the Jurisdiction a copy of all election statements required under the Code.
- J. Prepare and conduct the Logic and Accuracy Test.
- K. Publish and post the required legal notices. pursuant to § 1-5-205(1), C.R.S.
- L. Refer members of the public and press to the DEO regarding specific questions about ballot measures or candidates.

- M. Provide all necessary equipment, system programming, and personnel for ballot tabulation.
- N. Conduct and oversee the process of counting ballots and reporting results.
- O. Conduct a recount of the ballots cast if required by law, requested by the Jurisdiction, or requested by an interested party as allowed by the Code.
- P. Prepare and conduct the Risk Limiting Audit before certifying election results.
- Q. Provide the Jurisdiction an invoice for all expenses incurred under this Agreement.
- R. Archive and maintain all election records as required by the Code.

## **2.02 JURISDICTION RESPONSIBILITIES:**

- A. Identify a DEO who shall familiarize themselves with all statutory and regulatory requirements impacting the Jurisdiction.
- B. Identify immediately to the Contact Officer if Jurisdiction is shared by additional county(ies).
- C. Provide a copy of the Ordinance or Resolution stating that the Jurisdiction has adopted the exclusive use of the Code for the conduct of the election and that the Jurisdiction will participate in the coordinated election in accordance with the terms and conditions of this Agreement.
- D. Confirm sufficient funds are available and appropriated in Jurisdiction's approved budget to pay election expenses. The Jurisdiction recognizes that the County cannot accurately predict the exact cost for the election, but represents to the County that it will pay its calculated prorated share and has appropriated sufficient funds to do so.
- E. Return this Intergovernmental Agreement with the signature page completed on or before the seventieth (70) day prior to the election per the Code.
- F. May appoint one representative to participate in the Canvass Board. If there is not a representative appointed, an employee of the Douglas County Clerk and Recorder will be appointed on the Jurisdiction's behalf by the Contact Officer.
- G. May appoint one representative to participate in the Logic and Accuracy Test. If there is not a representative appointed, an employee of the Douglas County Clerk and Recorder will be appointed on the Jurisdiction's behalf by the Contact Officer.
- H. May choose to appoint an observer for the Risk Limiting Audit. If there is not a representative appointed, an employee of the Douglas County Clerk and Recorder will be appointed on the Jurisdiction's behalf by the Contact Officer.
- I. Certify Jurisdictional boundaries by completing and returning the Address Confirmation Form or the Jurisdiction Boundary Map (Appendix A)

- J. Review all petition information, if applicable, and verify the information against the registration records, and, where applicable, the county assessor's records as per § 1-4-908, C.R.S. After review, the DEO shall notify the candidate of the number of valid signatures and whether the petition appears to be sufficient or insufficient. Upon determining that the petition is sufficient, and after the time for protest has passed, the DEO shall certify the candidate to the ballot, and notify the Contact Officer.
- K. The DEO shall refer correspondence and calls relating to the election outside of the DEO's expertise to the Contact Officer for response.
- L. Determine the ballot title and text. Certify, if applicable, the candidate, how many selections a voter should make (e.g., Vote for One), whether there is a certified write-in candidate, the list of ballot issues and/or ballot questions electronically (with receipt confirmed by the Contact Officer) in a plain text format, on or before the sixtieth (60) day, no later than 5:00 pm. The ballot content must be certified in the order in which it will appear on the ballot and must include specific instructions (e.g., Vote for One, etc.). The certified list of candidates and ballot measures shall be final, and the Contact Officer will not be responsible for making any changes after the certification, except those prescribed by statute. The Contact Officer will not accept text that includes, but is not limited to, bold, italic, underline, bullets, numbering, tables, strikethrough or indentations. The use of all capital letters is reserved for TABOR issues only, per the Code.
- M. Provide either directly by the DEO or by the candidate on behest of the DEO, the phonetic pronunciation of each candidate's name to assist in the preparation of the audio ballot at the time ballot content is certified to the County. Record a voice message at (303) 663-6279 and include the candidate name, jurisdiction, and title of office no later than sixty (60) days prior to the election.
- N. Indicate whether question(s) are a referred measure or an initiative from a citizen petition. The Jurisdiction understands and agrees that any untimely ballot content submitted may result in candidates, issues, or questions not being on the ballot for the coordinated election.
- O. Proofread the layout and the text of the Jurisdiction's portion of the official ballots and TABOR notice (if applicable) and provide written confirmation (electronic format) of acceptance before the printing of the ballots. **Approval or requested changes must be received within two (2) hours of receiving the layout and text from the county.** This may require availability outside of normal business hours. Such acceptance is final, and no changes will be made after written notice (electronic format) is given to the Contact Officer. Failure to respond by the deadline will be considered acceptance "as is". A penalty for delay or rework of the ballot or TABOR notice will result in an additional fee to the Jurisdiction for all associated costs with fixing or correcting Jurisdictional errors.
- P. Perform the following tasks (as applicable) where Jurisdictional property owners are eligible to vote:

- a. Notify Contact Officer of the Title under which the political subdivision is formed and specifically which property owners are eligible to vote in the election.
  - b. Provide a certified list of eligible property owners, as determined by the Jurisdiction, who:
    - i. Own property within the Jurisdiction, appear on the State of Colorado list of registered voters and reside at an address that is not within the boundaries of Douglas County ("Out of County" property owners); or,
    - ii. Own property within the Jurisdiction, appear on the Douglas County list of registered voters, reside at an address that may not match the property address as shown on the County Assessor's list, but is within the boundaries of Douglas County ("In County" property owners).
  - c. Coordinate directly with the Douglas County Assessor's Office (303-660-7450), or visit their website to obtain the list of all recorded owners of taxable real and personal property at <https://apps.douglas.co.us/assessor/advanced-search/>.
  - d. Exclude non-person entities and persons not living in the state of Colorado; any individuals not registered to vote; any person who resides in the district, as they will already receive a mail ballot.
  - e. Submit the lists as an electronic copy using Microsoft Excel format. The spreadsheet shall contain no more than one (1) eligible elector's name per line. Each line shall consist of the following separated fields: Last name, first name, middle name, mailing address, city, state, zip, parcel number, phone number, if available, and voter identification number. All files provided to the Contact Officer are to be clearly named.
- Q. Publish and post any required legal notices for the Jurisdiction's ballot content, other than the notice required by § 1-5-205, C.R.S, which Douglas County will publish. A copy of such published legal notice shall be submitted to the Douglas County Clerk and Recorder, Recording Division for its records.
- R. Provide phone support on Election Day from 7:00am – 7:00pm. Designated contact person for Jurisdiction must be provided upon execution of this Agreement. Emergency contact information must also be provided for this purpose.
- S. Notify the Contact Officer within 24 hours of the completion of the final ballot tabulation whether a recount is required or desired. The Jurisdiction shall reimburse the County for the full cost of the recount. If other Jurisdictions are included in the recount, the cost will be pro-rated among the participating Jurisdictions as per § 1-10.5-101, C.R.S. Refer to SOS Rule 10.9.5 for Jurisdictions in more than one County.
- T. Within thirty (30) days from the date of receipt of such invoice, the Jurisdiction shall remit total payment to the County.
- U. Pay any additional or unique election costs resulting from Jurisdiction delays, mistakes, recounts, and/or special preparations or cancellations relating to the Jurisdiction's participation in the coordinated election. Charges are \$1.00 per registered voter, with a minimum charge of \$1,000, not including publication cost, excess linear ballot column

inches cost (\$2,000 for Coordinated over 5"), and TABOR Notice costs with a minimum charge of \$500 (if applicable).

Illustrative Pro-Rated Costs Table:

Current Registration Total (Active & Inactive)	% of Total Participants Registration	TABOR registered Voters	TABOR % of total Registration	Current Registration Total X \$1.00	OR \$1k minimum, whichever is greater	AND \$2k ea. add. column inch over 5	TABOR Notice Cost x % registration or \$500 minimum	Public Notice Divided equally by participating entities	Requested Report Fees (\$25/report)	Estimated Minimum Cost
43,000	17.38%	21,000	46.5%	\$64,500	\$0.00	\$5,000	\$13,953.49	\$15.00	\$50.00	\$ 84,518.49
98,000	39.62%	45,000	99.67%	\$147,000	\$0.00	\$2,000	\$29,900.33	\$15.00	\$50.00	\$178,965.33
7,500	3.03%	0	0.00	\$11,250	\$0.00	\$0	\$0.00	\$15.00	\$25.00	\$ 11,290.00
300	0.12%	150	0.33%	\$450	\$1,000	\$0	\$500.00	\$15.00	\$25.00	\$ 1,990.00

*If costs of TABOR Notice were \$30,000 and other public notices were \$60.*

### SECTION III. CANCELLATION OF ELECTION

#### 3.01 CANCELLATION OF ELECTION BY THE JURISDICTION.

In the event the Jurisdiction resolves to cancel the election, notice shall be provided to the Contact Officer immediately. The Jurisdiction shall be liable for the full actual costs of the activities relating to the election incurred both before and after the Contact Officer's receipt of such notice. The Jurisdiction shall provide and post notice by publication as defined in the Code. In the event that the Jurisdiction resolves to cancel the election after the last day for the DEO to certify the ballot order and content to the Contact Officer, the text provided by the Jurisdiction cannot be removed from the ballot and/or the TABOR Notice.

(remainder of page intentionally blank)



**SECTION IV.  
MISCELLANEOUS**

**4.01 NOTICES.**

Any and all notices required to be given by this Agreement are deemed to have been received and to be effective: (1) three days after they have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; 3) or by email to the address of a Party as set forth below or to such Party or addresses as may hereafter be designated in writing:

To County:	Merlin Klotz Douglas County Clerk and Recorder Elections Division 125 Stephanie Place Castle Rock, Colorado 80109  Email: <a href="mailto:Elections@Douglas.co.us">Elections@Douglas.co.us</a>
To Jurisdiction: (Enter Contact and address information)	<u>Lisa Anderson</u> <u>Town of Castle Rock</u> <u>100 North Wilcox Street</u> <u>Castle Rock, CO 80104</u> <u>Email: <a href="mailto:LANDerson@CRgov.com">LANDerson@CRgov.com</a></u>

**4.02 TERM OF AGREEMENT.**

The term of this Agreement shall continue until all statutory requirements concerning the conduct of the coordinated election are fulfilled.

**4.03 AMENDMENT.**

This Agreement may be amended only in writing and following the same formality as the execution of the initial Agreement.

**4.04 INTEGRATION.**

The Parties acknowledge that this Agreement constitutes the sole Agreement between them relating to the subject matter hereof and that no Party is relying upon any oral representation made by another Party or employee, agent or officer of that Party.

**4.05 CONFLICT OF AGREEMENT WITH LAW, IMPAIRMENT.**

In the event that any provision in this Agreement conflicts with the Code or other statute, this Agreement shall be modified to conform to such law. No resolution of either party to this Agreement shall impair the rights of the CEO or the Jurisdiction hereunder without the consent of the other party to this Agreement.

**4.06 TIME OF ESSENCE.**

Time is of the essence for this Agreement. The time requirements of the Code shall apply to completion of the tasks required by this Agreement. Failure to comply with the



terms of this Agreement and/or the deadlines or the Code may result in consequences up to and including termination of this Agreement.

**4.07 GOOD FAITH.**

The parties shall implement this Agreement in good faith, including acting in good faith in all matters that require joint or general action.

**4.08 NO WAIVER OF GOVERNMENTAL IMMUNITY ACT.**

The Parties hereto understand and agree that they, their commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act (the "CGIA"), §§ 24-10-101 to 120, C.R.S., or otherwise available to the County or the Jurisdiction. To the extent the CGIA imposes varying obligations or contains different waivers for cities and counties, both the Jurisdiction and the County agree that they will remain liable for their independent obligations under the CGIA, and neither party shall be the agent of the other or liable for the obligations of the other.

**4.09 NO THIRD-PARTY BENEFICIARIES.**

The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the County and the Jurisdiction, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

(remainder of page intentionally blank)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the latest date noted below.

THE BOARD OF COUNTY  
COMMISSIONERS  
OF THE COUNTY OF DOUGLAS,  
COLORADO  
(Board signature required only if  
coordination cost will exceed \$25,000)

COORDINATED ELECTION OFFICIAL:

By Board of County Commissioners  
Chairperson

By Clerk and Recorder

Date \_\_\_\_\_

Date \_\_\_\_\_

Attest Deputy Clerk to the Board

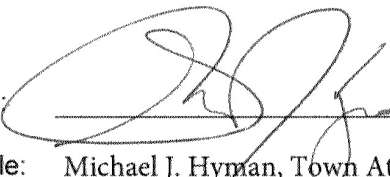
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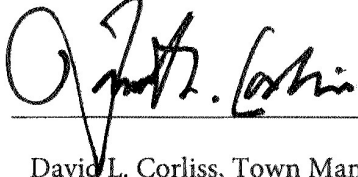
APPROVED AS TO LEGAL FORM:


Director of Finance

County Attorney

Jurisdiction Signatures:

By:   
Title: Michael J. Hyman, Town Attorney  
Date: \_\_\_\_\_

By:   
Title: David L. Corliss, Town Manager  
Date: \_\_\_\_\_

Attest   
Title: Lisa Anderson, Town Clerk



2021 COORDINATED ELECTION  
November 2, 2021

**Annexations, Inclusions, Exclusions**

This form may be used in conjunction with the provided Jurisdiction Boundary Map, in place of reviewing and verifying the provided Address Library Report.

**JURISDICTION NAME:** Town of Castle Rock

To ensure our office has the most current information, please complete the applicable Section below, pertaining to Annexations, Inclusions, and Exclusions for your Jurisdiction.

**Section 1**

Since January 1 of the current year, the Jurisdiction has approved (check all that apply):

☒ Annexations    7/16/19 - Ridge Estates, 5/5/20 - Alexander Place, 8/18/20 - Gateway Mesa

☐ Inclusions

☐ Exclusions

All supporting documents pertaining to the applicable Annexation(s), Inclusion(s), or Exclusion(s) are attached to this form and should be used by the Douglas County Elections Office in order to update address information for the Jurisdiction.

By signing below, I acknowledge and certify that the information is true and accurate.

  
Signature

August 19, 2021  
Date

**Section 2**

I acknowledge and certify the Jurisdiction has not approved any Annexation(s), Inclusion(s), or Exclusion(s) since January 1 of the current year.

By signing below, I acknowledge and certify that the information is true and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



Attachment: Castle Rock IGA (Consolidated) (7058 : A Resolution Approving an Intergovernmental Agreement Between the Town of Castle Rock and the Board)

I, Lisa Anderson, as representative of Town of Castle Rock District, do hereby certify  
Name (printed) District name

this map to be an accurate representation of the district's boundary as shown.\* Signed this 19th day of August, 2021.

Lisa Anderson  
Signature

LAnderson@CRgov.com  
Email

Town Clerk  
Title

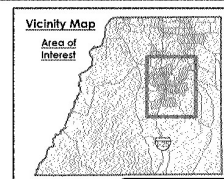
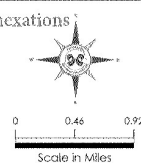
303-660-1394  
Phone

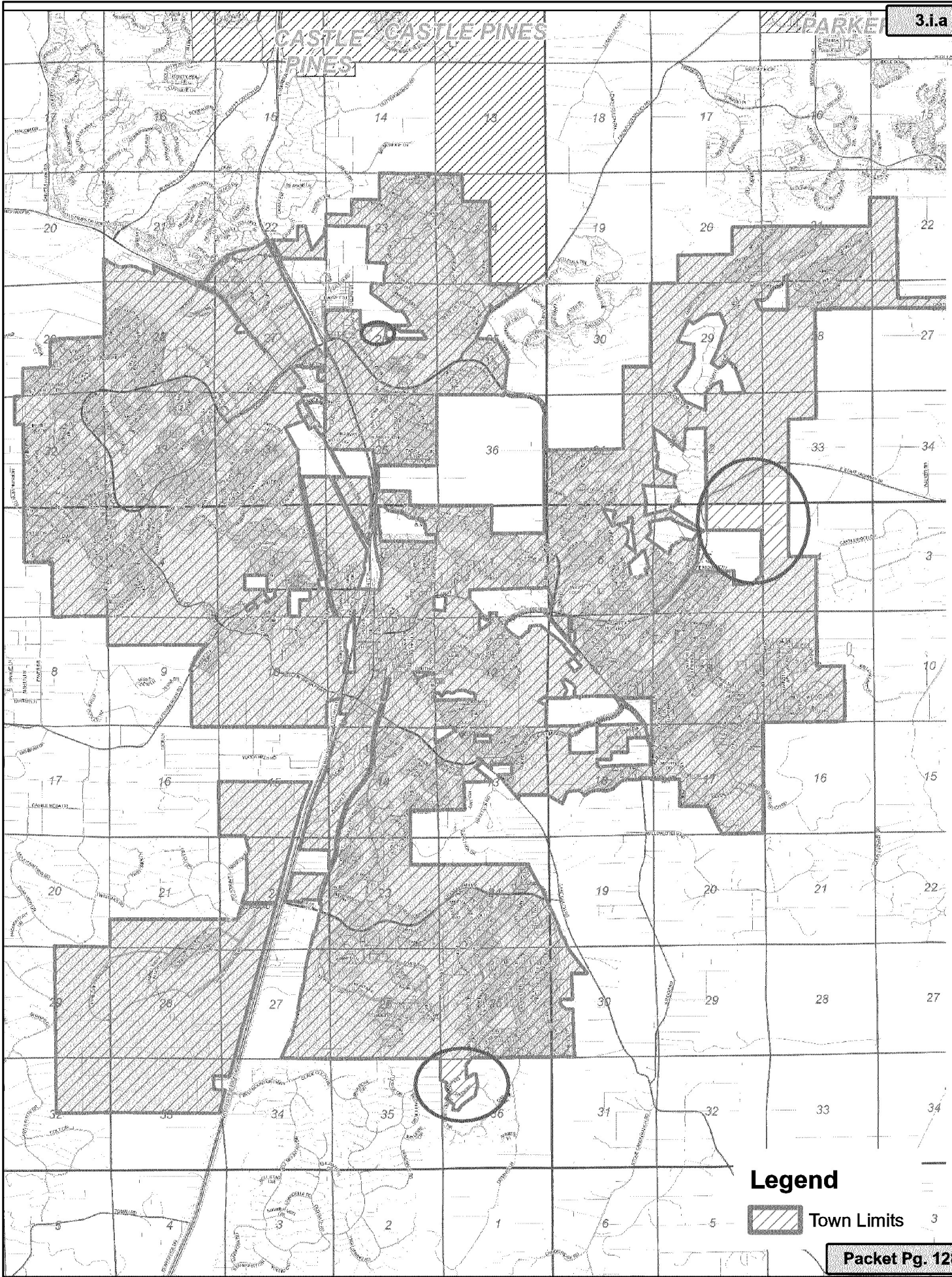
DISCLAIMER:  
All data and information "Products" contained herein are for informational purposes only. Although such Products are believed to be accurate at the time of printing, Douglas County does not warrant that such Products are error free. Douglas County provides these Products on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. Douglas County shall not be liable for any direct, indirect, incidental, special or consequential damages arising out of the use of such Products, or the inability to use such Products or out of any breach of any warranty. The user acknowledges and agrees that the use of such Products is at the sole risk of the user.

General questions about this, or any other Douglas County GIS products, including errors, omissions, corrections and/or updates should be directed to the Douglas County GIS Services at (303) 660-7416.

Douglas County GIS Services  
Philip S. Miller Bldg., 100 Third St.  
Castle Rock, Colorado 80104

- Town of Castle Rock \*with added annexations
- Other Municipalities
- Parcels
- Townships
- Sections
- Major Road
- Local Road
- Annexations





**Legend**

 Town Limits



**ORDINANCE NO. 2019-014**

**AN ORDINANCE ANNEXING TO THE TOWN OF CASTLE ROCK, COLORADO A  
70.010 ACRE PROPERTY LOCATED IN THE NORTHWEST QUARTER OF SECTION  
36, TOWNSHIP 8 SOUTH, RANGE 67 EAST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN,  
DOUGLAS COUNTY, COLORADO  
(RIDGE ESTATES ANNEXATION)**

**WHEREAS**, by Resolution No. 2016-056, the Town Council found the petition for annexation of the Ridge Estates Annexation to be in substantial compliance with the applicable requirements of Article II, Section 30 of the Colorado Constitution, the Municipal Annexation Act of 1965, as amended (the "Act"), and Chapter 2.02 of the Castle Rock Municipal Code; and

**WHEREAS**, the Town Council adopted Resolution No. 2016-65 determining the property described in the attached *Exhibit 1* ("Property") proposed for annexation is eligible for annexation under the Act; and

**WHEREAS**, the Town Council has concurrently approved a zoning classification of Planned Development (PD) for the Property in accordance with Ordinance No. 2019-015 ("Zoning Ordinance"); and

**WHEREAS**, the Town and owners of the Property have agreed to the terms and conditions of an annexation and development agreement governing development of the Property; and

**WHEREAS**, the Town Council has conducted the required public hearings under the Act and Chapter 20.02 of the Municipal Code on the advisability of annexation of the subject parcel.

**NOW, THEREFORE, IT IS ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO:**

**Section 1. Annexation of Property.** The property described in the attached *Exhibit 1*, which is unincorporated territory located in Douglas County, Colorado, is annexed to the Town of Castle Rock, Colorado as the Castle Rock Industrial Park Annexation. Provided, however this ordinance is conditioned and dependent on the final approval and effect of the Zoning Ordinance.

**Section 2. Required Filings.** The Town Clerk shall file with the Douglas County Clerk and Recorder those documents required by §31-12-113 of the Municipal Annexation Act of 1965, as amended.

**Section 3. Effective Date.** Upon the effective date of this ordinance and the required filings under Section 2, above, the Property is subject to the Municipal Charter and all ordinances, resolutions, rules and regulations of the Town of Castle Rock.

Attachment: Castle Rock IGA (Consolidated) (7058 : A Resolution Approving an Intergovernmental Agreement Between the Town of Castle Rock and the Board)

**Section 4. Severability.** If any clause, sentence, paragraph, or part of this ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect the remaining provisions of this ordinance.

**Section 5. Safety Clause.** The Town Council finds and declares that this ordinance is promulgated and adopted for the public health, safety and welfare and this ordinance bears a rational to the legislative object sought to be obtained.

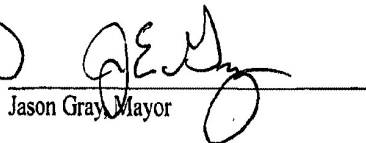
**APPROVED ON FIRST READING** this 4<sup>th</sup> day of June, 2019, by a vote of 6 for and 0 against, after publication in compliance with Section 2.02.100.C of the Castle Rock Municipal Code; and

**PASSED, APPROVED AND ADOPTED ON SECOND AND FINAL READING** this 16th day of July, 2019 by the Town Council of the Town of Castle Rock by a vote of 7 for and 0 against.

ATTEST:

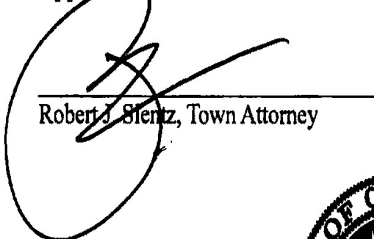
TOWN OF CASTLE ROCK

  
Lisa Anderson, Town Clerk

  
Jason Gray, Mayor

Approved as to form:

Approved as to content:

  
Robert J. Stentz, Town Attorney

  
Bill Detweiler, Director of Development Services



Attachment: Castle Rock IGA (Consolidated) (7058 : A Resolution Approving an Intergovernmental Agreement Between the Town of Castle Rock and the Board)

## EXHIBIT 1

**LEGAL DESCRIPTION**

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 36;  
THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36 N89°14'58"E, 1,486.23 FEET TO THE WESTERLY BOUNDARY OF RIDGE ESTATES RURAL SITE PLAN, RECORDED AT RECEPTION NO. 01063901 OF THE DOUGLAS COUNTY RECORDS;  
THENCE ALONG SAID WESTERLY BOUNDARY THE FOLLOWING NINETEEN (19) COURSES:

1. S34°15'57"W, 288.40 FEET TO A POINT OF CURVE;
2. ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 205.00 FEET AND A CENTRAL ANGLE OF 28°23'03", 101.56 FEET;
3. S02°04'38"E, 673.40 FEET;
4. N57°54'07"E, 372.84 FEET;
5. S89°49'44"E, 153.99 FEET;
6. S06°20'17"E, 554.82 FEET;
7. S11°09'46"W, 60.00 FEET;
8. S14°44'51"W, 462.71 FEET;
9. S62°47'50"W, 183.08 FEET;
10. S52°17'19"W, 568.15 FEET;
11. S36°17'48"W, 313.93 FEET;
12. N86°18'09"W, 247.70 FEET;
13. N08°31'26"E, 249.70 FEET;
14. N50°35'33"W, 424.70 FEET;
15. N55°30'11"W, 60.00 FEET;
16. N34°29'49"E, 339.94 FEET;
17. N55°30'11"W, 69.01 FEET TO A POINT OF CURVE;
18. ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 380.00 FEET AND A CENTRAL ANGLE OF 78°25'46", 520.16 FEET;
19. N67°04'24"W, 293.23 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36;  
THENCE ALONG SAID WEST LINE AND ALONG THE EAST LINE OF BELL MOUNTAIN RANCH SUBDIVISION FILING NO. 1-B, RECORDED AT RECEPTION NO. 9829016 OF THE DOUGLAS COUNTY RECORDS N01°04'20"W, 1,041.84 FEET TO THE POINT OF BEGINNING, CONTAINING 3,049,617 SQUARE FEET OR 70.010 ACRES, MORE OR LESS.

Attachment: Castle Rock IGA (Consolidated) (7058 : A Resolution Approving an Intergovernmental Agreement Between the Town of Castle Rock and the Board)





**ORDINANCE NO. 2020-001**

**AN ORDINANCE ANNEXING TO THE TOWN OF CASTLE ROCK, COLORADO A  
8.37 ACRE PROPERTY LOCATED IN THE SOUTH HALF OF THE SOUTH HALF OF  
THE NORTH HALF OF SECTION 26, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF  
THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, COLORADO  
(ALEXANDER PLACE ANNEXATION)**

**WHEREAS**, by Resolution No. 2016-064, the Town Council found the petition for annexation of the Alexander Place Annexation to be in substantial compliance with the applicable requirements of Article II, Section 30 of the Colorado Constitution, the Municipal Annexation Act of 1965, as amended (the "Act"), and Chapter 2.02 of the Castle Rock Municipal Code; and

**WHEREAS**, the Town Council adopted Resolution No. 2016-082 determining the property described in the attached ***Exhibit 1*** ("Property") proposed for annexation is eligible for annexation under the Act; and

**WHEREAS**, the Town Council has concurrently approved a zoning classification of Planned Development (PD) for the Property in accordance with Ordinance No. 2020-002 ("Zoning Ordinance"); and

**WHEREAS**, the Town and owners of the Property have agreed to the terms and conditions of an annexation and development agreement governing development of the Property; and

**WHEREAS**, the Town Council has conducted the required public hearings under the Act and Chapter 20.02 of the Municipal Code on the advisability of annexation of the subject parcel.

**NOW, THEREFORE, IT IS ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO:**

**Section 1. Annexation of Property.** The property described in the attached ***Exhibit 1***, which is unincorporated territory located in Douglas County, Colorado, is annexed to the Town of Castle Rock, Colorado as the Alexander Place Annexation. Provided, however this ordinance is conditioned and dependent on the final approval and effect of the Zoning Ordinance.

**Section 2. Required Filings.** The Town Clerk shall file with the Douglas County Clerk and Recorder those documents required by §31-12-113 of the Municipal Annexation Act of 1965, as amended.

**Section 3. Effective Date.** Upon the effective date of this ordinance and the required filings under Section 2, above, the Property is subject to the Municipal Charter and all ordinances, resolutions, rules and regulations of the Town of Castle Rock.

**Section 4. Severability.** If any clause, sentence, paragraph, or part of this ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect the remaining provisions of this ordinance.

**Section 5. Safety Clause.** The Town Council finds and declares that this ordinance is promulgated and adopted for the public health, safety and welfare and this ordinance bears a rational to the legislative object sought to be obtained.

**APPROVED ON FIRST READING** this 21st day of April, 2020, by a vote of 7 for and 0 against, after publication in compliance with Section 2.02.100.C of the Castle Rock Municipal Code; and

**PASSED, APPROVED AND ADOPTED ON SECOND AND FINAL READING** this 5th day of May, 2020 by the Town Council of the Town of Castle Rock by a vote of 7 for and 0 against.

ATTEST:

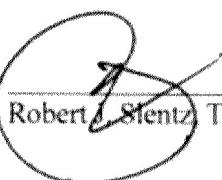
TOWN OF CASTLE ROCK

  
Lisa Anderson, Town Clerk

  
Jason Gray, Mayor

Approved as to form:

Approved as to content:

  
Robert J. Slentz, Town Attorney

  
Tara Vargish, Interim Director, Development Services



**Exhibit 1****LEGAL DESCRIPTION**

THAT PART OF THE SOUTH 1/2 OF THE SOUTH ½ OF THE NORTH ½ OF SECTION 26, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST ¼ CORNER OF SAID SECTION 26:

THENCE EAST ALONG THE SOUTH LINE OF THE NORTH HALF OF SECTION 26, A DISTANCE OF 2110.28 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 04 MINUTES EAST, A DISTANCE OF 339.96 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTH ½ OF THE SOUTH ½ OF THE SOUTH ½ OF THE NORTH ½ OF SAID SECTION 26;

THENCE NORTH 89 DEGREES 57 MINUTES 20 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 105.62 FEET:

THENCE 00 DEGREES 04 MINUTES EAST, A DISTANCE OF 120.00 FEET;

THENCE NORTH 89 DEGREES 57 MINUTES 20 SECONDS EAST PARALLEL TO THE SOUTH LINE OF THE NORTH ½ OF THE SOUTH ½ OF THE SOUTH ½ OF THE NORTH ½ OF SAID SECTION 26, A DISTANCE OF 726.00 FEET:

THENCE SOUTH 00 DEGREES 04 MINUTES WEST, A DISTANCE OF 120.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH ½ OF THE SOUTH ½ OF THE SOUTH ½ OF THE NORTH ½ OF SAID SECTION 26:

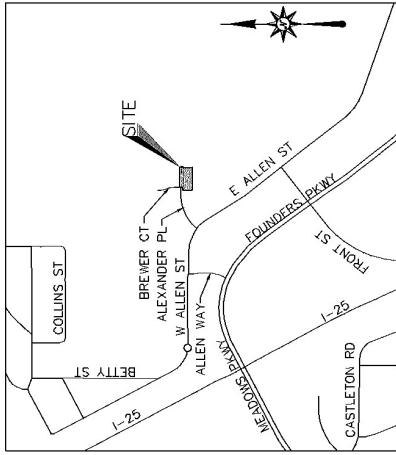
THENCE SOUTH 89 DEGREES 57 MINUTES 20 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 29.22 FEET:

THENCE SOUTH 00 DEGREES 04 MINUTES WEST, A DISTANCE OF 341.58 FEET TO THE SOUTH LINE OF THE NORTH ½ OF SAID SECTION 26:

THENCE WEST AND ALONG SAID SOUTH LINE, A DISTANCE OF 802.40 FEET TO THE POINT OF BEGINNING.



# ALEXANDER PLACE PLANNED DEVELOPMENT PLAN & ZONING REGULATIONS LOCATED IN THE NORTH ONE-HALF OF SECTION 26, TOWNSHIP 7 SOUTH, RANGE 67 WEST, OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO TOWN OF CASTLE ROCK PROJECT No.: PDPT17-0001



VICINITY MAP  
SCALE 1" = 2,000'

CLERK AND RECORDER CERTIFICATE  
STATE OF COLORADO  
COUNTY OF DOUGLAS  
I HEREBY CERTIFY THAT THIS PLANNED DEVELOPMENT PLAN WAS  
FILED FOR RECORD IN MY OFFICE AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ AM,  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D., AND, OF  
THE RECORDS OF DOUGLAS COUNTY, COLORADO.  
BY \_\_\_\_\_  
DOUGLAS COUNTY CLERK AND RECORDER

SURVEYOR CERTIFICATION  
I, \_\_\_\_\_, A REGISTERED PROFESSIONAL LAND SURVEYOR IN  
THE STATE OF COLORADO, HAVE MADE AN EXAMINATION OF THE  
DEVELOPMENT PLAN AND LEGAL DESCRIPTION REPRESENTED BY THIS PLANNED  
DEVELOPMENT PLAN ACCURATELY REPRESENTS THAT SURVEY.  
REGISTERED LAND SURVEYOR \_\_\_\_\_ DATE \_\_\_\_\_

## PURPOSE STATEMENT

THE PURPOSE OF THIS PROJECT IS TO CREATE A MIXTURE OF USES AND  
HOUSING TYPES TO ACCOMMODATE THE HOUSING NEEDS OF A 531+ COMMUNITY  
COMPOSITION OF SINGLE-FAMILY, APARTMENTS AND ASSURED U.S. IN  
HOUSEHOLDS.

## LEGAL DESCRIPTION

PARCEL A:  
THAT PART OF THE SOUTH 1/2 OF THE NORTH 1/2 OF SECTION 26, A  
TOWNSHIP 7 SOUTH, RANGE 67 WEST, COUNTY OF DOUGLAS, STATE OF COLORADO,  
BEING THE 1/2 CORNER OF SAID SECTION 26, A  
THENCE EAST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF SECTION 26, A  
THENCE NORTH 100 DEGREES 00' MINUTES EAST, A DISTANCE OF 336.89 FEET,  
TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE  
THENCE NORTH 89 DEGREES 57' MINUTES EAST, 20 SECONDS EAST ALONG SAID  
SOUTH LINE, A DISTANCE OF 103.02 FEET, EAST, A DISTANCE OF 130.00 FEET,  
TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE  
THENCE NORTH 89 DEGREES 57' MINUTES EAST, 20 SECONDS EAST ALONG SAID  
SOUTH LINE, A DISTANCE OF 103.02 FEET, EAST, A DISTANCE OF 130.00 FEET,  
TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE  
THENCE SOUTH 89 DEGREES 57' MINUTES WEST, A DISTANCE OF 341.38 FEET  
TO THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 26,  
TO THE POINT OF BEGINNING, A DISTANCE OF 802.40 FEET TO  
THE POINT OF BEGINNING.

PARCEL B:  
THAT PART OF THE SOUTH 1/2 OF THE NORTH 1/2 OF SECTION 26, A  
TOWNSHIP 7 SOUTH, RANGE 67 WEST, COUNTY OF DOUGLAS, STATE OF COLORADO,  
BEING THE 1/2 CORNER OF SAID SECTION 26, A  
THENCE EAST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF SECTION 26, A  
THENCE NORTH 100 DEGREES 00' MINUTES EAST, 20 SECONDS EAST, A DISTANCE OF  
THENCE NORTH 89 DEGREES 57' MINUTES EAST, 20 SECONDS EAST ALONG SAID  
SOUTH LINE, A DISTANCE OF 103.02 FEET, EAST, A DISTANCE OF 130.00 FEET,  
TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE  
THENCE NORTH 89 DEGREES 57' MINUTES EAST, 20 SECONDS EAST ALONG SAID  
SOUTH LINE, A DISTANCE OF 103.02 FEET, EAST, A DISTANCE OF 130.00 FEET,  
TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE  
THENCE SOUTH 89 DEGREES 57' MINUTES WEST, A DISTANCE OF 341.38 FEET  
TO THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 26,  
TO THE POINT OF BEGINNING, A DISTANCE OF 802.40 FEET TO  
THE POINT OF BEGINNING.

CONTAINING 54.306 SQUARE FEET OR 0.340 ACRES, MORE OR LESS

TITLE CERTIFICATION  
I, \_\_\_\_\_, AN AUTHORIZED REPRESENTATIVE OF  
\_\_\_\_\_, A TITLE INSURANCE COMPANY LICENSED  
TO DO BUSINESS IN THE STATE OF COLORADO, HAVE MADE AN  
EXAMINATION OF THE DEVELOPMENT PLAN AND LEGAL DESCRIPTION OF THE PROPERTY  
AND LEGAL DESCRIPTION OF THE PROPERTY ARE  
SUBSTANTIALLY CORRECT.  
AUTHORIZED REPRESENTATIVE \_\_\_\_\_  
NOTARIES PUBLIC \_\_\_\_\_  
NOTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
SIGNED AND SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY \_\_\_\_\_ BY \_\_\_\_\_  
AS AUTHORIZED REPRESENTATIVE OF \_\_\_\_\_  
WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC \_\_\_\_\_  
NOTARIES PUBLIC \_\_\_\_\_  
NOTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
SIGNED AND SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY \_\_\_\_\_ BY \_\_\_\_\_  
AS AUTHORIZED REPRESENTATIVE OF \_\_\_\_\_  
WITNESS MY HAND AND OFFICIAL SEAL.

TOWN COUNCIL APPROVAL  
THIS PLANNED DEVELOPMENT PLAN WAS APPROVED BY THE TOWN  
COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO,  
ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
MAYOR \_\_\_\_\_ DATE \_\_\_\_\_  
ATTEST: \_\_\_\_\_

PLANNING COMMISSION RECOMMENDATION  
THIS PLANNED DEVELOPMENT PLAN WAS RECOMMENDED BY THE  
PLANNING COMMISSION OF THE TOWN OF CASTLE  
ROCK, COLORADO, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
CHAIR \_\_\_\_\_ DATE \_\_\_\_\_  
ATTEST: \_\_\_\_\_

OWNERSHIP CERTIFICATION  
THE UNDERSIGNED ARE ALL THE OWNERS OF CERTAIN LANDS IN  
THE COUNTY OF DOUGLAS AND STATE OF  
COLORADO DESCRIBED HEREIN.  
MARTINEZ REAL ESTATE COMPANY, LLC, A COLORADO LIMITED  
LIABILITY COMPANY  
BY \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
NOTARIES PUBLIC \_\_\_\_\_  
NOTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
SIGNED AND SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY \_\_\_\_\_ BY \_\_\_\_\_  
AS \_\_\_\_\_ OF MARTINEZ REAL ESTATE COMPANY.  
WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC \_\_\_\_\_  
NOTARIES PUBLIC \_\_\_\_\_  
NOTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
SIGNED AND SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY \_\_\_\_\_ BY \_\_\_\_\_  
AS \_\_\_\_\_ OF MARTINEZ REAL ESTATE COMPANY.  
WITNESS MY HAND AND OFFICIAL SEAL.

SHEET INDEX

PAGE 1 OF 4 COVER SHEET

PAGE 2 OF 4 PLANNED DEVELOPMENT PLAN

PAGE 3 OF 4 SITE PLAN

PAGE 4 OF 4 ZONING REGULATIONS

## CONTACT LIST

OWNER: QUINCY SEAL ESTATE COMPANY, LLC 599 TORPELA WAY 175 VILLAGE COURT DENVER, COLORADO 80204 CONTACT: MARK MARTINEZ PHONE: 303-753-6730	WATER: CASTLE ROCK WATER 175 VILLAGE COURT DENVER, COLORADO 80204 CONTACT: MARK MARTINEZ PHONE: 303-753-6730
ARCHITECT: CASTLE ROCK WATER 175 VILLAGE COURT DENVER, COLORADO 80204 CONTACT: MARK MARTINEZ PHONE: 303-753-6730	SANITATION: CASTLE ROCK WATER 175 VILLAGE COURT DENVER, COLORADO 80204 CONTACT: MARK MARTINEZ PHONE: 303-753-6730
CIVIL ENGINEER: CASTLE ROCK WATER 175 VILLAGE COURT DENVER, COLORADO 80204 CONTACT: MARK MARTINEZ PHONE: 303-753-6730	FIRE: CASTLE ROCK FIRE AND RESCUE 300 PERRY ST DENVER, COLORADO 80204 CONTACT: MARK MARTINEZ PHONE: 303-753-6730
SURVEYOR: MARTINEZ REAL ESTATE COMPANY, LLC 699 TORPELA WAY 175 VILLAGE COURT DENVER, COLORADO 80204 CONTACT: MARK MARTINEZ PHONE: 303-753-6730	GENERAL NOTES: THE MINERAL RIGHTS ASSOCIATED WITH THE DEVELOPMENT HAVE NOT BEEN SEVERED. NOTIFICATION OF THE MINERAL RIGHTS ASSOCIATED WITH THE DEVELOPMENT MUST BE PROVIDED TO THE MINERAL OWNERS PRIOR TO ANY CONSTRUCTION.

## GENERAL NOTES

- THE MINERAL RIGHTS ASSOCIATED WITH THE DEVELOPMENT HAVE NOT BEEN SEVERED. NOTIFICATION OF THE MINERAL RIGHTS ASSOCIATED WITH THE DEVELOPMENT MUST BE PROVIDED TO THE MINERAL OWNERS PRIOR TO ANY CONSTRUCTION.
- THIS SITE LIES WITHIN FLOOD ZONE X (UNSHADED) PER MAP 080300086 DATED MARCH 15, 2016. NO PROPOSED STRUCTURES SHALL BE BUILT IN THE 100-YEAR FLOOD PLAIN.
- THIS DEVELOPMENT PLAN DOES NOT APPEAR TO IMPACT THE TOWN OF CASTLE ROCK'S FUTURE FLOOD PROTECTION REGULATIONS, (SHOULDS AND ROADSIDE), TOWN OF CASTLE ROCK, MAP 080300086 DATED MARCH 15, 2016.
- THIS DEVELOPMENT PLAN IS SUBJECT TO THE TOWN OF CASTLE ROCK RESIDENTIAL NON-RESIDENTIAL INTERFACIAL REGULATIONS. INTERFACIAL AREAS MUST ADHERE TO CHAPTER 17.00 OF THE TOWN OF CASTLE ROCK MUNICIPAL CODE REGARDING MITIGATION PROCEDURES.
- THIS SITE IS WITHIN THE TOWN OF CASTLE ROCK (BLUE) WATER PRESSURE ZONE.
- ALL-WEATHER (CONCRETE OR ASPHALT) SURFACED ACCESS ROADS CAPABLE OF WITHSTANDING THE IMPOSED LOADS OF FIRE APPARATUS (75,000 LBS.) AND ALL REQUIRED FIRE HYDRANTS SHALL BE INSTALLED AND MADE SERVICEABLE PRIOR TO ANY CONSTRUCTION.
- ANY THROUGH ROAD AND/OR DRIVEWAY VEHICLES IS GRANTED OVER, ACROSS, ON AND THROUGH THE PROJECT AND THE PROJECT VEHICLES IS GRANTED OVER, ACROSS, ON AND THROUGH THE PROJECT AND THE PROJECT VEHICLES IS GRANTED OVER, ACROSS, ON AND THROUGH THE PROJECT.
- URBAN WILDLIFE INTERFACIAL AREA MANAGEMENT PLAN EVALUATED BY THE TOWN OF CASTLE ROCK FIRE DEPARTMENT IS APPROPRIATE TO EACH PLANNED DEVELOPMENT (PD).
- ALEXANDER PLACE IS TO FOLLOW TOWN OF CASTLE ROCK'S RESIDENTIAL CROSS SECTION.

## FIRE DEPARTMENT NOTES CONT'D

- PLANT ONLY DECIDUOUS TREE SPECIES WITHIN THIS ZONE PROVIDE IRRIGATION AS REQUIRED FOR PLANTING.
- PLANT TREES FAR ENOUGH AWAY FROM THE BUILDING THAT, AT MATURITY, TREE CANOPIES WILL NOT OVERHANG THE ROOF.
- PLANT 500 OR SEED WITH FIRE RESISTANT GRASS SEED MIXES.
- PROVIDE IRRIGATION TO TURF GRASSES WITHIN THIS AREA TO PREVENT SUMMER DORMANCY.
- MANTAIN TURF GRASS HEIGHT TO A MAXIMUM OF 4 INCHES.
- PLANT MULCHERS ONLY IF THEY WILL BE IRRIGATED AND WILL BE CUT BACK TO A MAXIMUM HEIGHT OF 4 INCHES AT THE END OF THE GROWING SEASON (FOLLOWING SEED PRODUCTION).
- DISPOSE OF ALL SLASH OR PLANT TRIMMINGS OUTSIDE THIS ZONE.

## FIRE DEPARTMENT NOTES

- CREATE A "DEFENDABLE SPACE" TO REDUCE THE LIKELIHOOD OF A DAMAGING WILDFIRE IN THE IMMEDIATE VICINITY OF THE PROJECT. THE DEFENDABLE SPACE SHOULD BE MAINTAINED AND MONITORED. THE DEFENDABLE SPACE SHOULD BE MAINTAINED AND MONITORED. THE DEFENDABLE SPACE SHOULD BE MAINTAINED AND MONITORED.
- IF NATIVE VEGETATION HAS BEEN SUCCESSFULLY RETAINED IN THIS AREA, PRUNE TREE CANOPIES FROM THE UNDERSTORY OF DOMINANT TREES.
- WHEN PRESENT, THIN ANY SHRUBS, PARTICULARLY GAMBEL OAK, GROWING BELOW THE CANOPY OR LARGER RETAINED TREES.
- PRUNE RETAINED CONIFEROUS TREES TO MINIMIZE CROWN OVERLAP. ISOLATE INDIVIDUAL TREES BY PRUNING BACK CANOPIES TO CREATE SEPARATION BETWEEN TREES.
- THIN DENSE, CONTIGUOUS GAMBEL OAK STANDS AND PRUNE TALLER SPECIMEN UP FROM THE GROUND TO CREATE CONTIGUOUS ISLANDS OF VEGETATION.
- INSTALL A CONTINUOUS NON-IRRIGATE ROCK MULCH BED FOR A MINIMUM OF 3 FEET AROUND THE PERIMETER OF THE BUILDING.
- MINIMIZE FOUNDATION-TYPE PLANTINGS, ESPECIALLY ADJACENT TO COMBUSTIBLE SIDING, KEEP ALL SHRUB PLANTINGS AT LEAST 10 FEET FROM THE FOUNDATION. MINIMIZE PLANTINGS THAT ARE CONTIGUOUS TO THE FOUNDATION. MINIMIZE PLANTINGS THAT ARE CONTIGUOUS TO THE FOUNDATION.

CONTAINING 54.306 SQUARE FEET OR 0.340 ACRES, MORE OR LESS

# ORDINANCE NO. 2020-009

**AN ORDINANCE ANNEXING TO THE TOWN OF CASTLE ROCK, COLORADO, FOUR PARCELS TOTALING 199.33 ACRES LOCATED IN ALL OR PORTIONS OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 SECTION 32, THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 SECTION 33, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRIME MERIDIAN, THE WEST HALF OF NORTHWEST 1/4 SECTION 4, NORTH HALF OF THE NORTHEAST 1/4 SECTION 5 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 SECTION 5, TOWNSHIP 8 SOUTH, RANGE 66 WEST OF THE 6TH PRIME MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO (GATEWAY ANNEXATION)**

**WHEREAS**, the Town of Castle Rock owns the entire area proposed for annexation, which area is described in the attached *Exhibit 1* ("Property");

**WHEREAS**, the Property is not solely a public street or right-of-way;

**WHEREAS**, § 31-12-106 C.R.S. authorizes the governing body of a municipality to annex by ordinance without notice and hearing as provided in § 31-12-108 C.R.S. and § 31-12-109 C.R.S. any unincorporated territory when the municipality is the sole owner of the area to be annexed, and said area is eligible for annexation as set out in § 31-12-104(1)(a) C.R.S. and § 31-12-105 C.R.S.;

**WHEREAS**, the provisions of Title 20, Chapter 20.02 of the Castle Rock Municipal Code do not apply to annexations for which no eligibility hearing is required;

**WHEREAS**, the annexation of these parcels is necessary for the Town owned property to be within the Town boundaries and within Town jurisdiction;

**WHEREAS**, the proposed annexation is consistent with the Town's Vision 2030 and Comprehensive Master Plan; and

**WHEREAS**, the Planning Commission conducted a public hearing on the advisability of annexation of the subject parcel, and voted to recommend approval by a vote of 7 for and 0 against,

**NOW, THEREFORE, IT IS ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO AS FOLLOWS:**

**Section 1. Annexation of Property.** The property described in the attached *Exhibit 1* ("Property"), which is unincorporated territory located in Douglas County, Colorado, is annexed to the Town of Castle Rock, Colorado as the Gateway Annexation.

**Section 2. Statement of Ownership.** The area proposed to be annexed is owned by the Town of Castle Rock.

**Section 3. Required Filings.** The Town Clerk shall file with the Douglas County Clerk and Recorder those documents required by the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, as amended.

**Section 4. Effective Date.** With the effective date of this ordinance, the Property is subject to the municipal charter and all ordinances, resolutions, rules and regulations of the Town of Castle Rock.

**Section 5. Severability.** If any clause, sentence, paragraph, or part of this ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect the remaining provisions of this ordinance.

**Section 6. Safety Clause.** The Town Council finds and declares that this ordinance is promulgated and adopted for the public health, safety and welfare and this ordinance bears a rational relation to the legislative object sought to be obtained.


**APPROVED ON FIRST READING** this 21st day of July, 2020 by a vote of 6 for and 0 against, after publication in compliance with Section 2.02.100.C of the Castle Rock Municipal Code; and

**PASSED, APPROVED AND ADOPTED ON SECOND AND FINAL READING** this 18th day of August, 2020, by the Town Council of the Town of Castle Rock by a vote of 7 for and 0 against.

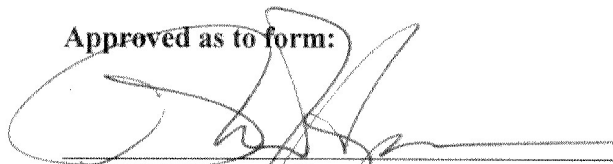
ATTEST:

TOWN OF CASTLE ROCK

  
Lisa Anderson, Town Clerk

  
Jason Gray, Mayor

Approved as to form:

  
Michael J. Hyman, Town Attorney

  
Tara Vargish, Director, Development Services





## Gateway Mesa Legal Description

A METES AND BOUNDS PARCEL OF LAND LOCATED IN ALL OR PORTIONS OF THE SE 1/4 OF THE SW 1/4 SECTION 32, THE SW 1/4 OF THE SW 1/4 SECTION 33, T 7 S, R 66 W OF THE 6TH P.M., THE WEST HALF OF NW 1/4 SECTION 4, NORTH HALF OF THE NE 1/4 SECTION 5 AND THE NE 1/4 OF THE NW 1/4 SECTION 5, T 8 S, R 66 W OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO AS DESCRIBED IN A WARRANTY DEED RECORDED UNDER RECEPTION NO. 99076429 DATED AUGUST 25, 1999 OF THE DOUGLAS COUNTY CLERK AND RECORDERS OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE NORTH LINE OF THE NORTHEAST QUARTER SECTION 5, BEING MONUMENTED AT BOTH ENDS WITH A 3.25" ALUMINUM CAP STAMPED PLS 17669. SAID LINE IS ASSUMED TO BEAR N 89°23'25" E, A DISTANCE OF 2654.63 FEET.

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 5, SAID CORNER BEING THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED UNDER RECEPTION NO. 2003060698 OF SAID CLERK'S OFFICE,

THENCE ALONG THE COMMON LINE OF SAID REC. NO. 99076429 AND REC. NO. 2003060698, SAID COMMON LINE BEING THE TOWN OF CASTLE ROCK ANNEXATION CONTIGUITY LINE OF HERITAGE FARM ANNEXATION MAP AS DESCRIBED UNDER REC. NO. 366643 THE FOLLOWING THREE COURSES:

1) N 89°23'25" E, ALONG THE NORTH LINE NE 1/4 SECTION 5, A DISTANCE OF 2654.63 FEET TO THE NORTHWEST CORNER OF SAID SECTION 4; 2) N 00°29'43" W, ALONG THE WEST LINE SW 1/4 OF THE SW 1/4 SAID SECTION 33, A DISTANCE OF 1322.64 FEET TO THE NORTHWEST CORNER OF THE SW 1/4 OF THE SW 1/4 OF SAID SECTION 33; 3) N 89°04'23" E, ALONG THE NORTH LINE OF THE SW 1/4 OF THE SW 1/4 SAID SECTION 33, A DISTANCE OF 1317.42 FEET TO THE NORTHEAST CORNER OF THE SW 1/4 OF THE SW 1/4 OF SAID SECTION 33;

THENCE ALONG THE COMMON LINE OF SAID REC. NO. 99076429 AND REC. NO. 2011058282 OF SAID CLERK'S OFFICE, SAID COMMON LINE BEING THE EAST LINE OF THE SW 1/4 OF THE SW 1/4 OF SAID SECTION 33, S 00°10'51" W, A DISTANCE OF 1324.52 FEET TO THE SOUTHEAST CORNER OF THE SW 1/4 OF THE SW 1/4 OF SAID SECTION 33;

THENCE ALONG THE COMMON LINE OF SAID REC. NO. 99076429 AND REC. NO. 99045243 AND REC. NO. 2017072630 OF SAID CLERK'S OFFICE, SAID COMMON LINE BEING THE EAST LINE OF THE WEST HALF OF THE NW 1/4 OF SAID SECTION 4 S 00°04'34" E, A DISTANCE OF 2581.42 FEET TO THE SOUTHEAST CORNER OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 4, SAID CORNER BEING A POINT ON THE TOWN OF CASTLE ROCK ANNEXATION CONTIGUITY LINE OF BELLA MESA ANNEXATION MAP AS DESCRIBED UNDER REC. NO. 2016004149 OF SAID CLERK'S OFFICE;



THENCE ALONG THE COMMON LINE OF SAID REC. NO. 99076429 AND REC. NO. 2014010035 OF SAID CLERK'S OFFICE, SAID COMMON LINE BEING THE SOUTH LINE OF THE WEST HALF OF THE NW 1/4 OF SAID SECTION 4, SAID LINE ALSO BEING ON SAID CONTIGUITY LINE OF BELLA MESA ANNEXATION MAP, S 89°29'05" W, A DISTANCE OF 1315.37 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 4;

THENCE ALONG THE COMMON LINE OF SAID REC. NO. 99076429 AND REC. NO. 8819876 OF SAID CLERK'S OFFICE, ALONG THE WEST LINE OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 4, N 00°13'01" E, A DISTANCE OF 1300.35 FEET TO THE NORTHWEST CORNER OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 4;

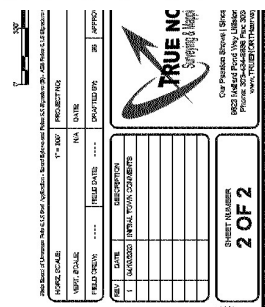
THENCE ALONG THE COMMON LINE OF SAID REC. NO. 99076429 AND SAID REC. NO. 8819876 AND REC. NO. 99087862 OF SAID CLERK'S OFFICE, SAID COMMON LINE BEING THE SOUTH LINE OF THE NORTH HALF OF THE NE 1/4 OF SAID SECTION 5 S 89°18'45" W, A DISTANCE OF 2633.50 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 86, SAID POINT BEARS S 89°18'45" W, A DISTANCE OF 13.73 FEET +/- TO THE SOUTHWEST CORNER OF THE NW 1/4 OF THE NE 1/4 OF SAID SECTION 5;

THENCE ALONG THE COMMON LINE OF SAID REC. NO. 99076429 AND SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: 1) ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 1984.71 FEET, A CENTRAL ANGLE OF 09°44'57", AN ARC LENGTH OF 337.71 FEET, WHOSE CHORD BEARS N 14°29'49" W, A DISTANCE OF 337.30 FEET; 2) N 19°22'17" W, A DISTANCE OF 320.50 FEET; 3) ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 880.02 FEET, A CENTRAL ANGLE OF 61°03'39", AN ARC LENGTH OF 937.85 FEET, WHOSE CHORD BEARS N 11°09'32" E, A DISTANCE OF 894.09 FEET TO A POINT ON THE EASTERLY LINE OF THE SE 1/4 OF THE SW 1/4 OF SAID SECTION 32, SAID POINT ALSO BEING ON SAID CONTIGUITY LINE OF HERITAGE FARM ANNEXATION MAP;

THENCE ALONG SAID EASTERLY LINE AND SAID CONTIGUITY LINE OF HERITAGE FARM ANNEXATION MAP S 00°28'13" E, A DISTANCE OF 229.25 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION CONTAINS 8,682,905 SQUARE FEET OR 199.33 ACRES MORE OR LESS.

LOCATED IN ALL OR PORTIONS OF THE SE 1/4 OF THE SW 1/4 SECTION 32, THE SW 1/4 OF THE SW 1/4 SECTION 33, T 7 S, R 86 W OF THE 6TH P.M., THE WEST HALF OF NW 1/4 SECTION 4, NORTH HALF OF THE NE 1/4 SECTION 5 AND THE NE 1/4 OF THE NW 1/4 SECTION 5, T 8 S, R 86 W OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO



CURVE GRADING AND DISTANCE TABLE LEGEND

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	154.71	33.74°	27.27	N 14° 48' W	64.28°
C2	88.03	33.33°	24.26	N 11° 23' E	81.00°

**PROJECT NUMBER**  
**ANX19-0002**

2021 COORDINATED ELECTION  
November 2, 2021

### Appendix B Contact Information Form

Please enter your Jurisdiction's information:

Jurisdiction: Town of Castle Rock

Designated Election Official:

Lisa Anderson  
Name

100 North Wilcox Street  
Mailing Address

Castle Rock, CO 80104  
City, State, Zip

LAnderson@CRgov.com  
Email

303-660-1394  
Phone

Represented By:

Michael J. Hyman  
Attorney / Law Firm

100 North Wilcox Street  
Mailing Address

Castle Rock, CO 80104  
City, State, Zip

MHyman@CRgov.com  
Email

2021 COORDINATED ELECTION  
November 2, 2021

303-660-1398

Phone

Per the IGA, please indicate the Jurisdiction representative(s) who will participate in the following activities.

**Required Participation**

- 1. November 2, 2021; 7:00am – 7:00pm  
Election Day phone support for citizen inquiries**

Name: Lisa Anderson

Phone: 303-660-1394

Email: LAnderson@CRgov.com

**Optional Participation**

- 2. September 22, 2021 (Alternate Date = September 23)  
Logic and Accuracy Test (LAT)**

Name: Lisa Anderson

Phone: 303-660-1394

Email: LAnderson@CRgov.com

- 3. November 13 – 17, 2021 (Begins Saturday)  
Risk Limiting Audit (RLA)**

Name: Lisa Anderson

Phone: 303-660-1394

Email: LAnderson@CRgov.com

2021 COORDINATED ELECTION  
November 2, 2021

**4. November 19, 2021 (Alternate Date = November 22)  
Canvass Board and Final Certification of Election**

Name: Lisa Anderson

Phone: 303-660-1394

Email: LAnderson@CRgov.com

*Note: If a representative is not designated for the optional activities, the Douglas County Elections office will designate a staff member to serve on behalf of the Jurisdiction.*

Douglas County Coordinated Election Official:

Merlin Klotz, Clerk and Recorder  
Name

301 Wilcox Street, PO Box 1360  
Mailing Address

Castle Rock, CO 80104  
City, State, Zip

mklotz@douglas.co.us  
Email

303-663-7364  
Phone

Douglas County Contact Officer:

Kyle Kowalski, Elections Services Manager  
Name

125 Stephanie Place  
Mailing Address

Castle Rock, CO 80109  
City, State, Zip

kkowalski@douglas.co.us  
Email

720-643-2410  
Phone

2021 COORDINATED ELECTION  
November 2, 2021

Douglas County Deputy of Elections:

Jack Twite Jr  
Name

125 Stephanie Place  
Mailing Address

Castle Rock, CO 80109  
City, State, Zip

jtweite@douglas.co.us  
Email

303-814-7618  
Phone

Douglas County Senior Assistant Attorney:

Christopher Pratt  
Name

100 Third Street  
Mailing Address

Castle Rock, CO 80104  
City, State, Zip

cpratt@douglas.co.us  
Email

303-660-7321  
Phone

2021 COORDINATED ELECTION  
November 2, 2021

## Appendix E TABOR Notice Agreement

The Ballot Issue Notice (TABOR Notice) is the publication required by the Colorado State Constitution, Article X, Section 20, for ballot issues and/or ballot questions that call for increases in the tax rate or government debt. It is required that the County produce a mailed notice (TABOR Notice) concerning these ballot issues and/or ballot questions to the electors of the County and the Jurisdiction.

### THE COUNTY SHALL PERFORM THE FOLLOWING TASKS IN RELATION TO THE TABOR NOTICE:

- A. Determine the least cost method for mailing the TABOR Notice and determine the portion of such cost to be applied to the Jurisdiction.
- B. Determine the ballot issue and/or ballot question number.
- C. Place the ballot issue and/or ballot question notices received from Jurisdictions participating in the election in the proper order in the TABOR Notice.
- D. Mail a TABOR Notice to each address of any registered electors as required by law.
- E. Refer calls concerning the substance of the ballot issues and ballot questions or the operations of the Jurisdiction to the designated contact for the Jurisdiction.

### THE JURISDICTION SHALL PERFORM THE FOLLOWING TASKS IN RELATION TO THE TABOR NOTICE:

- A. Perform such acts as may be required by law including circulation, approval, review, and all other activities, relating to any petition that may concern the Jurisdiction. The DEO shall interact with any Jurisdiction petition representatives, including but not limited to, working to ensure that the Douglas County Elections Contact Officer (Contact Officer) receives the summary of written comments within the time required by law.
- B. Determine the ballot title and text within restrictions described by Douglas County in the IGA.
- C. Include, within its TABOR Notice, ballot titles in this format: "NOTICE OF ELECTION TO INCREASE TAXES/TO INCREASE DEBT/ON A CITIZEN PETITION/ON A REFERRED MEASURE." See Sample TABOR Notice included in this packet.
- D. Prepare the text of the TABOR Notice. See Sample TABOR Notice (Appendix G) included in this packet for use as a template. The TABOR Notice shall include any Jurisdiction voter-approved additions, and:
  - a. The election date, hours, and local Jurisdiction contact name, office address and telephone number.
  - b. Ballot title, ballot text and written comments.

2021 COORDINATED ELECTION  
November 2, 2021

- c. Fiscal information to be included in the TABOR Notice.
- E. Accept and summarize the filed comments in favor of and in opposition to the ballot issues and/or questions received from the eligible electors of the Jurisdiction and the public, as required for use in the TABOR Notice.
- F. Provide the certified content of the Jurisdiction's completed TABOR Notice to the Contact Officer as a plain text file via email.
- G. Proofread the layout and the text of the Jurisdiction's portion of the official TABOR notice and provide written notice (electronic format) of acceptance before the printing of the ballots. Approval or requested changes must be received within two (2) hours after the Douglas County Elections Contact Officer has emailed the draft. This may require availability outside of normal business hours, and no changes will be made after acceptance is given to the Contact Officer. If the deadline is not met, the Contact Officer will consider the proof final "as is". A penalty for delay or rework of the ballot or TABOR notice will result in an additional fee to the Jurisdiction for all associated correction costs. This submission may not be changed by the Jurisdiction without written approval from the Contact Officer and shall be requested no later than the 42nd day before the election.
- H. Resolve, at the Jurisdiction's expense, any and all challenges pertaining to TABOR Notices certified to the County.

By	<b>Jurisdiction</b>	<u><i>Lisa Anderson</i></u>	By	<b>County</b>	_____
Date		<u>August 24, 2021</u>	Date		_____



2021 COORDINATED ELECTION  
November 2, 2021

**Appendix F  
TABOR Notice Proof Acceptance Form**

Use this form as an approval document in conjunction with your Jurisdiction's ballot issues/questions ("TABOR Notice") to proof and approve.

Please review this information and identify any necessary corrections. We cannot begin printing the official TABOR Notice until we receive this completed form from each applicable Jurisdiction. **Approval or requested corrections must be received by Douglas County Elections within two (2) hours after the Contact Officer emails the proof.**

The Contact Officer will confirm receipt upon delivery via email.

Approved \_\_\_\_\_

Approved with revisions noted \_\_\_\_\_

Jurisdiction: Town of Castle Rock

DEO Name: Lisa Anderson

DEO Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_