

**INTERGOVERNMENTAL AGREEMENT**

**BETWEEN**

**DOUGLAS COUNTY CLERK AND RECORDER**

**AND**

**TOWN OF CASTLE ROCK**

**REGARDING THE CONDUCT AND ADMINISTRATION OF THE**

**NOVEMBER 8, 2022  
GENERAL 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 General Election on November 8, 2022; 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 with 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, 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 \$3k 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	\$9,000	\$13,953.49	\$15.00	\$50.00	\$ 87,518.49
98,000	39.62%	45,000	99.67%	\$147,000	\$0.00	\$3,000	\$29,900.33	\$15.00	\$50.00	\$179,965.33
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, Town Clerk</u>
	<u>Town of Castle Rock</u>
	<u>100 North Wilcox Street</u>
	<u>Castle Rock, CO 80104</u>
	<u> </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

APPROVED AS TO FISCAL CONTENT:

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Director of Finance

\_\_\_\_\_  
County Attorney

Jurisdiction Signatures:

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

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

Attest \_\_\_\_\_  
Title: Lisa M. Anderson, Town Clerk

Type text here

## **Contents**

Appendix A – Address Confirmation Form

Appendix B – Contact Information Form

Appendix C – Important Dates

Appendix D – Checklist

November 8, 2022

**Appendix A**  
**Address Confirmation Form**

Please complete this form in conjunction with the provided Jurisdiction Boundary Map to verify the boundaries of the district.

**Proposed districts** must provide a certified legal description, map, and street listing (including street ranges).

Section 1

JURISDICTION NAME: TOWN OF CASTLE ROCK

Enter other counties shared by Jurisdiction.

County Name(s): \_\_\_\_\_

X Not Applicable

**Annexations, Inclusions, Exclusions**

To ensure our office has the most current information, please complete EITHER Section 2 OR Section 3 below, pertaining to Annexations, Inclusions, and Exclusions for your Jurisdiction.

Section 2

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

X Annexations \* See Storquest Recorded Plat attached (3 pages) - and highlighted area on map

   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

8-1-2022  
Date

Section 3

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



LEGAL DESCRIPTION:  
PARCEL 1:

A TRACT OF LAND SITUATED PARTLY IN THE NORTHEAST 1/4 OF SECTION 34, AND PARTLY IN THE NORTHWEST 1/4 OF SECTION 35, ALL IN TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 34;  
THENCE NORTHERLY ALONG THE EAST LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 379.68 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE STATE HIGHWAY, THE TRUE POINT OF BEGINNING;

THENCE ON AN ANGLE TO THE LEFT OF 28 DEGREES 42 MINUTES 30 SECONDS A DISTANCE OF 232.92 FEET ALONG THE SAID WESTERLY RIGHT OF WAY LINE;  
THENCE ON AN ANGLE TO THE LEFT OF 90 DEGREES 00 MINUTES 00 SECONDS A DISTANCE OF 320.29 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE DENVER AND RIO GRANDE RAILROAD;  
THENCE ON AN ANGLE TO THE LEFT OF 87 DEGREES 27 MINUTES 15 SECONDS A DISTANCE OF 305.79 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE;  
THENCE ON AN ANGLE TO THE LEFT OF 90 DEGREES 13 MINUTES 45 SECONDS A DISTANCE OF 334.15 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE STATE HIGHWAY;  
THENCE ON AN ANGLE TO THE LEFT OF 92 DEGREES 19 MINUTES 00 SECONDS A DISTANCE OF 86.08 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING, COUNTY OF DOUGLAS, STATE OF COLORADO.

PARCEL 2:  
A TRACT OF LAND SITUATED IN THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE QUARTER CORNER OF SECTION 34;  
THENCE NORTH ALONG THE EAST LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 379.68 FEET TO THE WESTERLY RIGHT OF WAY LINE OF STATE HIGHWAY;  
THENCE NORTHWESTERLY ALONG SAID WEST RIGHT OF WAY LINE ON A DEFLECTION ANGLE TO THE LEFT OF 28 DEGREES 42 MINUTES 30 SECONDS A DISTANCE OF 232.92 FEET TO THE NORTHEASTERLY CORNER OF THE SWEENEY PROPERTY (BOOK 938, PAGE 1074 OF THE DOUGLAS COUNTY RECORDS);  
THENCE SOUTHWESTERLY ON A DEFLECTION ANGLE TO THE LEFT OF 90 DEGREES 00 MINUTES 00 SECONDS A DISTANCE OF 320.29 FEET TO THE NORTHWESTERLY CORNER OF THE SWEENEY PROPERTY AND TO THE TRUE POINT OF BEGINNING;  
THENCE SOUTHEASTERLY ON A DEFLECTION ANGLE TO THE LEFT OF 92 DEGREES 32 MINUTES 45 SECONDS ALONG A LINE 150 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF THE RAILROAD A DISTANCE OF 477.83 TO THE SOUTH LINE OF THE NORTHEAST 1/4;  
THENCE WEST ALONG SAID SOUTH LINE A DISTANCE OF 109.49 FEET TO A LINE 50 FEET EAST OF AND PARALLEL WITH THE CENTERLINE OF THE RAILROAD;  
THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 428.79 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF THE SWEENEY PROPERTY;  
THENCE EASTERLY ALONG SAID WESTERLY EXTENSION A DISTANCE OF 100.10 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM THE ABOVE ANY PORTION CONVEYED TO DOUGLAS COUNTY IN DEED RECORDED AUGUST 30, 1927 IN BOOK 73 AT PAGE 239.

PARCELS 3 AND 4:  
A TRACT OF LAND SITUATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, ALL IN THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 34;  
THENCE NORTH 89 DEGREES 32 MINUTES 53 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 178.79 FEET TO THE EAST RIGHT OF WAY LINE OF THE DENVER & RIO GRANDE WESTERN RAILROAD;  
THENCE NORTH 23 DEGREES 34 MINUTES 37 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 172.04 FEET;  
THENCE NORTH 64 DEGREES 22 MINUTES 08 SECONDS EAST A DISTANCE OF 334.15 FEET TO THE WEST RIGHT OF WAY LINE OF LIGGETT ROAD;  
THENCE SOUTH 27 DEGREES 56 MINUTES 52 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 347.75 FEET TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35;  
THENCE NORTH 89 DEGREES 03 MINUTES 33 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 216.68 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM THE ABOVE ANY PORTION CONVEYED TO DOUGLAS COUNTY IN DEED RECORDED AUGUST 30, 1927 IN BOOK 73 AT PAGE 239.

STATEMENT OF DIRECTOR OF DEVELOPMENT SERVICES APPROVAL:  
THIS PLAT WAS APPROVED BY THE DIRECTOR OF DEVELOPMENT SERVICES OF THE TOWN OF CASTLE ROCK, COLORADO ON THE 17 DAY OF February, 2022.

\_\_\_\_\_  
DIRECTOR OF DEVELOPMENT SERVICES

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DIRECTOR OF DEVELOPMENT SERVICES

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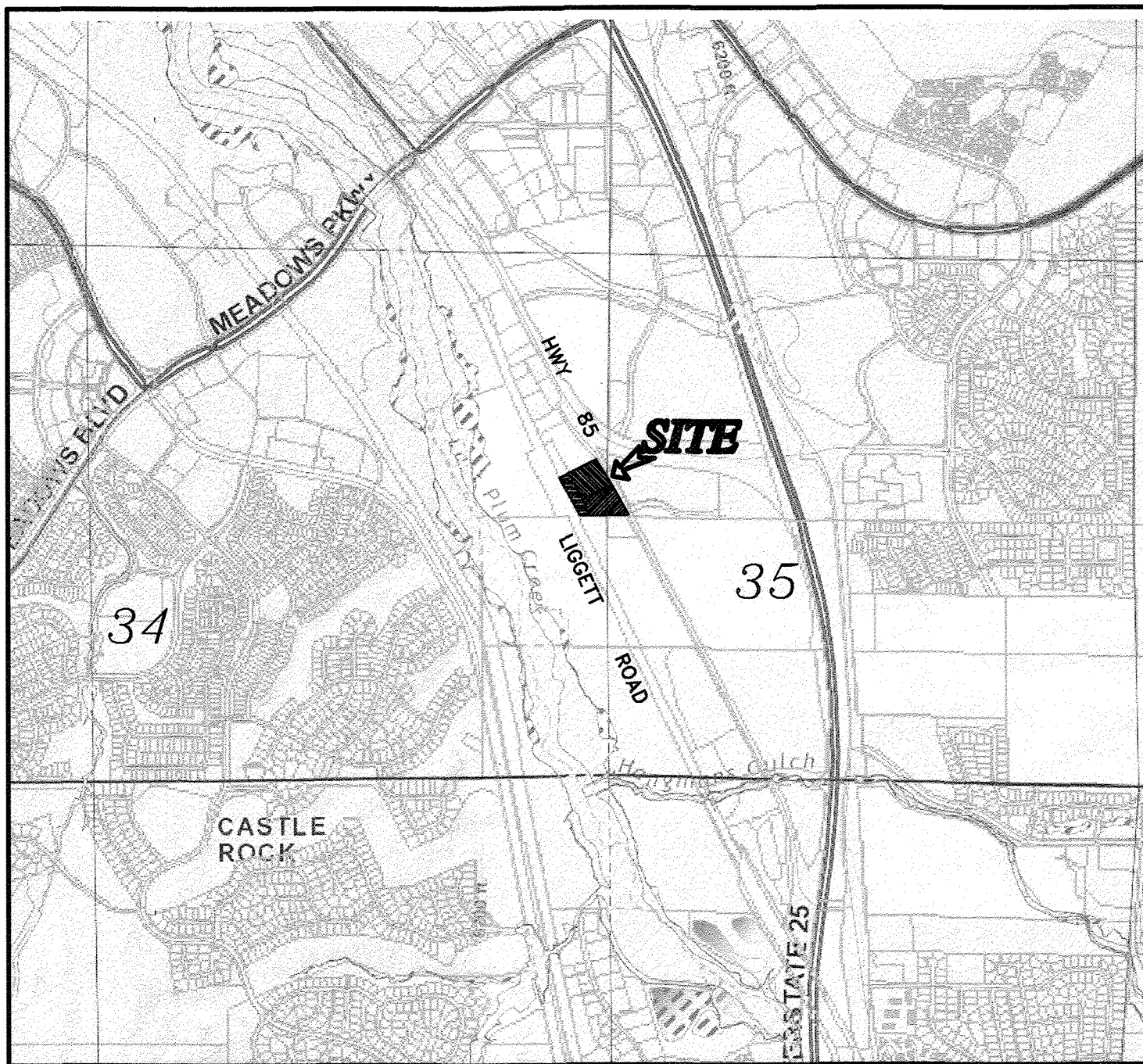
\_\_\_\_\_  
DIRECTOR OF DEVELOPMENT SERVICES

\_\_\_\_\_  
DIRECTOR OF DEVELOPMENT SERVICES

# STORQUEST - LIGGETT ROAD PLAT

## A PLAT IN SECTION 34 & 35, T7S, R67W, 6TH P.M., DOUGLAS COUNTY, COLORADO

### 5.332 ACRES



#### VICINITY MAP

GRAPHIC SCALE 1"=1500'

0 1500

OWNERS:

2633 LIGGETT SP. LLC,  
A DELAWARE LIMITED LIABILITY COMPANY  
C/O WILLIAM WARREN PROPERTIES INC.,  
P.O. BOX 2034 SANTA MONICA CA, 90406

#### SURVEYOR/ENGINEER:

DAVID E. ARCHER & ASSOCIATES  
105 WILCOX STREET,  
CASTLE ROCK, CO 80104  
CONTACT: KEVIN ARCHER  
PHONE NO. 303-688-4642

#### LIENHOLDER SUBORDINATION CERTIFICATE:

THE UNDERSIGNED ARE ALL THE MORTGAGEES AND LIENHOLDERS OF CERTAIN LANDS IN THE TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS AND STATE OF COLORADO DESCRIBED HEREON. THE UNDERSIGNED BENEFICIARY OF THE LIEN CREATED BY THE INSTRUMENT RECORDED AT RECEPTION NO. 2021122971, DOUGLAS COUNTY, COLORADO, SUBORDINATES THE SUBJECT LIEN TO THE TERMS, CONDITIONS AND RESTRICTIONS OF THIS DOCUMENT.

\_\_\_\_\_  
BOKF, NA DOING BUSINESS AS BOK FINANCIAL

SIGNED THIS 9th DAY OF February, 2022.

#### NOTARY BLOCK:

SUBSCRIBED AND SWORN TO BEFORE ME THIS 22nd DAY OF February, 2022 BY Susie Williams  
AS V.P. OF BOKF, NA DOING BUSINESS AS BOK FINANCIAL.

WITNESS MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
ELIZABETH J. LECHMAN  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 1990406128  
MY COMMISSION EXPIRES 05-15-2023

#### CERTIFICATE OF DEDICATION AND OWNERSHIP:

THE UNDERSIGNED, BEING ALL OF THE OWNERS, MORTGAGEES AND LIENHOLDERS OF CERTAIN LANDS IN THE TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS AND STATE OF COLORADO DESCRIBED HEREIN, HAVE LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, BLOCKS, TRACTS, STREETS AND EASEMENTS, AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF STORQUEST - LIGGETT ROAD PLAT. THE UNDERSIGNED HEREBY DEDICATE TO THE TOWN OF CASTLE ROCK FOR PURPOSES OF OWNERSHIP AND MAINTENANCE, ALL UTILITY EASEMENTS AND PUBLIC ACCESS EASEMENTS AS DESCRIBED AND SHOWN HEREON AND TRACT A FOR THE PURPOSE OF ADDITIONAL RIGHT OF WAY TO LIGGETT ROAD.

THE UNDERSIGNED HEREBY FURTHER DEDICATE TO THE PUBLIC UTILITIES AND CABLEVISION THE RIGHT TO INSTALL, MAINTAIN AND OPERATE MAINS, TRANSMISSION LINES, SERVICE LINES, STREET LIGHTS, CABLE TELEVISION LINES AND APPURTENANCES TO PROVIDE SUCH UTILITY, COMMUNICATION AND CABLE TELEVISION SERVICES WITHIN THIS SUBDIVISION, OR PROPERTY CONTIGUOUS THERETO, UNDER, ALONG AND ACROSS PUBLIC ROADS AS SHOWN ON THIS PLAT AND ALSO UNDER, ALONG AND ACROSS THESE UTILITY EASEMENTS AS DESCRIBED AND IDENTIFIED FOR SPECIFIC USES HEREON.

#### OWNERSHIP CERTIFICATION:

THE UNDERSIGNED ARE ALL THE OWNERS OF CERTAIN LANDS IN THE TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS AND STATE OF COLORADO DESCRIBED HEREIN.

2633 LIGGETT SP. LLC,  
A DELAWARE LIMITED LIABILITY COMPANY

BY:  
CRP/WWG STORAGE VENTURE IIIB, L.L.C.,  
A DELAWARE LIMITED LIABILITY COMPANY,  
ITS MEMBER

BY:  
WWG-CF II, LLC,  
A DELAWARE LIMITED LIABILITY COMPANY,  
ITS MANAGING MEMBER

BY:  
WWG-CF II MM, LLC,  
A CALIFORNIA LIMITED LIABILITY COMPANY,  
ITS MANAGING MEMBER

BY:  
NAME: EDWARD ZINKE  
TITLE: AUTHORIZED SIGNATORY

SIGNED THIS 17 DAY OF February, 2022

#### NOTARY BLOCK:

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY OF

20 BY EDWARD ZINKE AS AUTHORIZED SIGNATORY OF 2633 LIGGETT SP. LLC, A DELAWARE LIMITED LIABILITY COMPANY, OF CRP/WWG STORAGE VENTURE IIIB, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, OF WWG-CF II, LLC, A DELAWARE LIMITED LIABILITY COMPANY, OF WWG-CF II MM, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

#### TOWN OF CASTLE ROCK OWNERSHIP BLOCK:

THE UNDERSIGNED ARE ALL THE OWNERS OF CERTAIN LANDS IN THE TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS AND STATE OF COLORADO DESCRIBED HEREON.

TOWN OF CASTLE ROCK, A MUNICIPAL CORPORATION

BY:

MAYOR

ATTEST:

\_\_\_\_\_  
TOWN CLERK

SIGNED THIS 3rd DAY OF March, 2022

#### NOTARY BLOCK:

SUBSCRIBED AND SWORN TO BEFORE ME THIS 3rd DAY OF

MARCH, 2022 BY JASON E. GRAY

AS MAYOR AND LISA ANDERSON AS TOWN CLERK.

WITNESS MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 9/30/2024

#### SHEET INDEX:

SHEET 1 OF 2 COVER SHEET  
SHEET 2 OF 2 PLAT

NDS 07-16-2021  
Esmts/Tract A width  
3rd Comments  
04-22-2021 NDS  
6th Comments  
01-21-2022 NDS

DAVID E. ARCHER & ASSOCIATES, INC.  
LAND DEVELOPMENT CONSULTING  
SURVEYING & ENGINEERING  
PHONE (303) 688-4642  
105 WILCOX ST. CASTLE ROCK, COLORADO 80104

#### TITLE CERTIFICATION:

I, David W. Knapp, AN AUTHORIZED REPRESENTATIVE OF LAND TITLE GUARANTEE COMPANY, A TITLE INSURANCE COMPANY LICENSED TO DO BUSINESS IN THE STATE OF COLORADO, HAVE MADE AN EXAMINATION OF THE PUBLIC RECORDS AND STATE THAT ALL OWNERS, MORTGAGEES AND LIENHOLDERS OF THE PROPERTY ARE LISTED IN THE CERTIFICATE OF OWNERSHIP AND LIENHOLDER SUBORDINATION CERTIFICATE.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

David W. Knapp, Vice President  
LAND TITLE GUARANTEE COMPANY

SIGNED THIS 9th DAY OF February, 2022.

#### NOTARY BLOCK:

SUBSCRIBED AND SWORN TO BEFORE ME THIS 9th DAY OF

February, 2022 BY David W. Knapp

AS AUTHORIZED REPRESENTATIVE OF LAND TITLE GUARANTEE COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 3/13/2024

#### STATEMENT OF TOWN APPROVAL AND ACCEPTANCE:

ON BEHALF OF THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO, I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS AND THAT THE DEDICATIONS ON THIS PLAT ARE HEREBY ACCEPTED BY THE TOWN OF CASTLE ROCK.

\_\_\_\_\_  
TOWN MANAGER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

#### SURVEYOR'S CERTIFICATE:

I, JOHNNY CAVIN HICKS, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY AND LEGAL DESCRIPTION REPRESENTED BY THIS PLAT WAS MADE UNDER MY SUPERVISION AND THE MONUMENTS SHOWN THEREON ACTUALLY EXIST, AND THIS PLAT ACCURATELY REPRESENTS THAT SURVEY.

\_\_\_\_\_  
JOHNNY CAVIN HICKS PLS. 138570  
FOR AND ON BEHALF OF  
DAVID E. ARCHER & ASSOCIATES

#### DOUGLAS COUNTY CLERK AND RECORDER'S CERTIFICATE:

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND

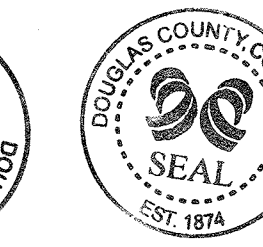
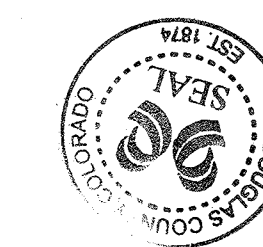
RECORDER OF DOUGLAS COUNTY AT 8:58 AM ON THE 24th DAY OF

March, 2022 AT

RECEPTION NO. 2022021074

DOUGLAS COUNTY CLERK AND RECORDER

BY: \_\_\_\_\_  
DEPUTY



PROJECT NO. PL21-0014

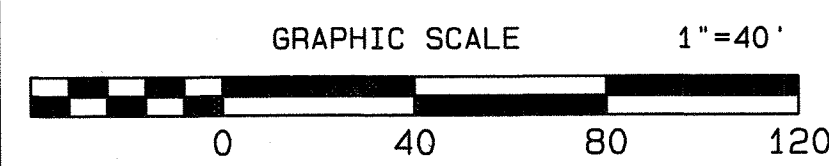
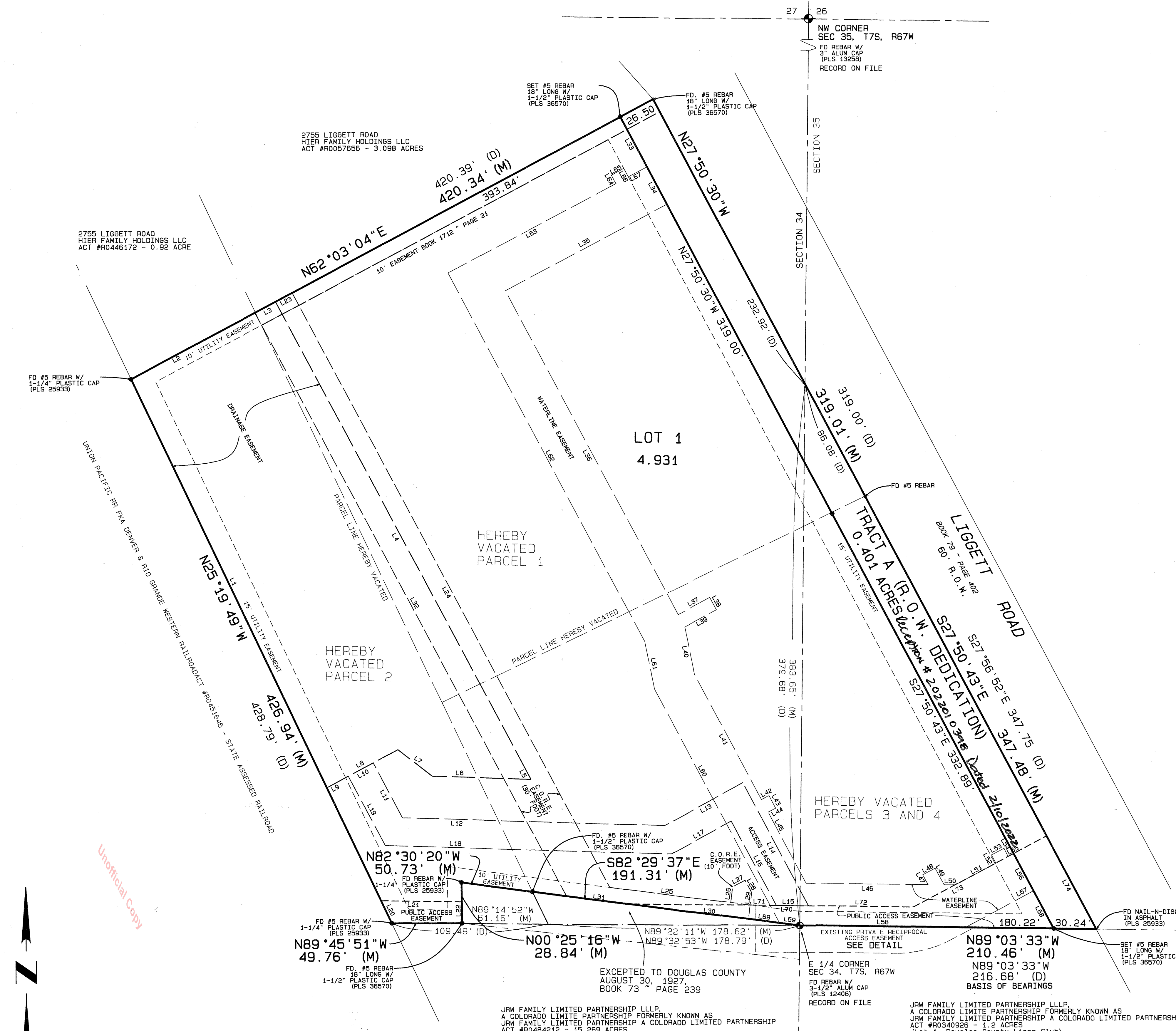
PLAT  
STORQUEST - LIGGETT ROAD PLAT  
In Sec.s 34 & 35, Township 7 South, Range 67 West,  
6th PM, Douglas County, Colorado.

CLIENT  
THE WILLIAM WARREN GROUP

SHEET 1 OF 2 JOB NUMBER 13-1192



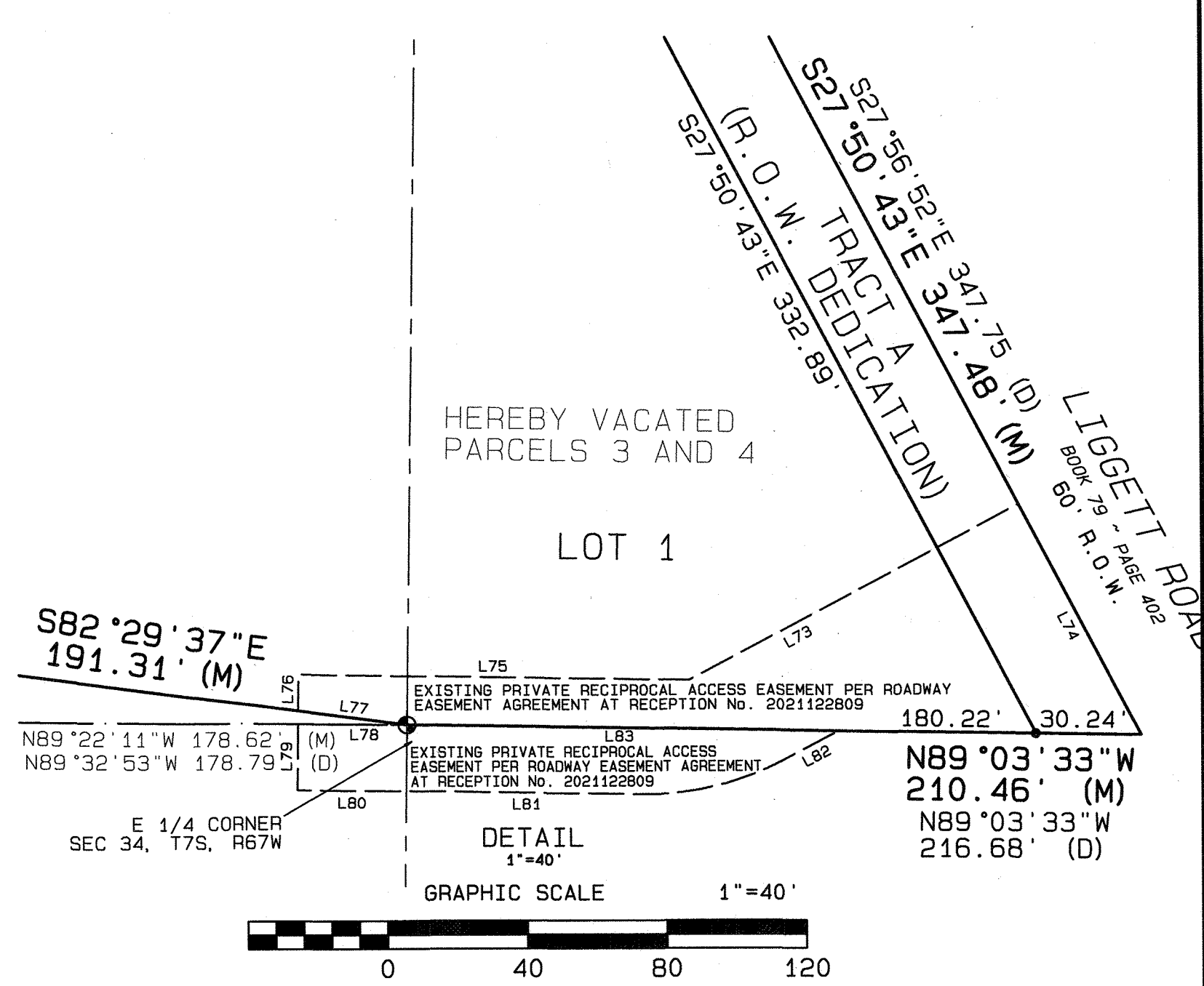
G:\Drawings\2013\13-1192\Plot\REPLAT Rev2.mxd  
Fri Jan 21 11:15:35 2022



(M) = MEASURED DIMENSION  
(D) = DEEDED DIMENSION

LINE	BEARING	DISTANCE
L1	N25°19'44"W	320.52'
L2	N62°03'04"E	49.72'
L3	N62°03'04"E	16.53'
L4	S27°53'48"E	313.21'
L5	S27°54'21"E	10.00'
L6	N88°05'16"W	70.00'
L7	N52°04'11"W	30.71'
L8	S62°04'24"W	51.22'
L9	N62°04'24"E	17.23'
L10	N62°04'24"E	20.00'
L11	S27°50'31"E	43.93'
L12	S88°05'20"E	186.07'
L13	N61°44'54"E	63.22'
L14	S27°50'31"E	48.88'
L15	N89°03'33"W	22.82'
L16	N27°50'31"W	61.78'
L17	S61°44'54"W	48.48'
L18	N88°05'20"W	203.05'
L19	N27°50'31"W	55.54'
L20	N25°19'44"W	17.60'
L21	S88°03'33"E	51.18'
L22	S00°25'16"E	15.17'
L23	N62°03'04"E	13.47'
L24	S27°50'45"E	471.06'
L25	S82°24'37"E	86.58'
L26	N07°30'23"E	11.12'
L27	N62°04'30"E	10.00'
L28	S27°50'30"E	10.00'
L29	S07°30'23"W	18.75'
L30	N82°24'37"W	85.72'
L31	N82°24'37"W	44.49'
L32	N27°50'45"W	461.98'
L33	S27°50'30"E	40.12'
L34	S27°50'30"E	30.00'
L35	S62°04'24"W	130.00'
L36	S27°50'31"E	254.83'
L37	N62°04'24"E	25.50'
L38	S27°50'31"E	10.00'
L39	S62°04'24"W	25.50'
L40	S11°20'34"E	34.42'
L41	S27°50'31"E	100.71'
L42	N62°00'33"E	6.01'
L43	S27°50'31"E	10.00'
L44	S62°00'33"W	6.01'
L45	S27°50'31"E	51.14'
L46	S89°03'33"E	86.44'
L47	N28°35'41"W	7.71'
L48	N62°04'24"E	10.08'
L49	S27°57'26"E	13.27'
L50	S89°03'33"E	7.10'
L51	N62°04'30"E	32.92'
L52	N27°50'24"W	6.50'
L53	N62°04'30"E	10.00'
L54	S27°50'24"E	6.50'
L55	N62°04'30"E	4.35'
L56	S27°50'30"E	30.00'
L57	S62°04'30"W	54.96'
L58	N89°03'33"W	117.48'
L59	N82°24'37"W	14.52'
L60	N27°50'31"W	188.11'
L61	N11°20'34"W	34.42'
L62	N27°50'31"W	245.48'
L63	N62°04'24"E	135.00'
L64	N27°50'55"W	6.75'
L65	N62°04'24"E	10.00'
L66	S27°50'54"E	6.75'
L67	N62°04'24"E	15.00'
L68	S27°52'51"E	30.21'
L69	N82°24'37"W	22.21'
L70	S89°03'33"E	202.30'
L71	S89°03'33"E	104.87'
L72	S89°03'33"E	74.61'
L73	N62°04'30"E	107.01'
L74	S27°50'43"E	74.77'
L75	N89°03'33"W	111.99'
L76	S00°35'18"W	10.40'
L77	S82°24'37"E	31.47'
L78	N89°22'11"W	31.24'
L79	S00°35'18"W	19.02'
L80	S89°24'43"E	31.23'
L81	S89°03'32"E	67.73'
L82	N62°04'30"E	18.16'
L83	N89°03'33"W	123.71'

- GENERAL NOTES:
- The lineal units of measure shown on the survey are based upon the U.S. Survey Foot.
  - There are no mapped FEMA Floodplains on this parcel, per Firm Panel 08035C0188G, effective March 16, 2016.
  - Bearings are assumed and based on the consideration that the South line of the Northwest 1/4 of Section 35 bears N89°03'33"W as shown hereon between the identified monuments.
  - Maintenance responsibility lies with the owner of the land, except as modified by specific agreement. The property owner or designee shall be responsible for the maintenance of all drainage facilities including inlets, pipes, culverts, channels, ditches, hydraulic structures, and detention basins located on their land unless modified by specific agreement. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN SHALL HAVE THE RIGHT TO ENTER SAID PROPERTY FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS SHALL BE ASSESSED TO THE PROPERTY OWNER. THE MAINTENANCE COSTS SHALL INCLUDE ALL COSTS FOR LABOR, EQUIPMENT AND MATERIALS, AND SHALL BE CHARGED AT 1.25 TIMES THE ACTUAL COST.
  - All lots shall have a 15-foot Utility Easement along the front and rear lot lines and along all public rights-of-way and shall have 10-foot Utility Easements along each side lot line. These Utility Easements are for the installation, maintenance and operation of utilities and drainage facilities including, but not limited to, water meters, fire hydrants, curb boxes, electric lines, gas lines, cable television lines, fiber optic lines and telephone lines, as well as perpetual right for ingress and egress for installation, maintenance and replacement of such lines. Dry utility crossings may be permitted in other Utility or Drainage Easements provided that any necessary crossing of the Town's Utility is at a 90-degree angle. In all cases, prior approval of the Town of Castle Rock Water shall be obtained for dry utility crossings of exclusive wet Utility Easements and exclusive Drainage Easements.
  - Only car storage allowed in C.O.R.E. 30 foot easement is limited to 8 feet tall and must maintain a clear pathway of 20 feet on either side of the overhead power line.



PROJECT NO. PL21-0014

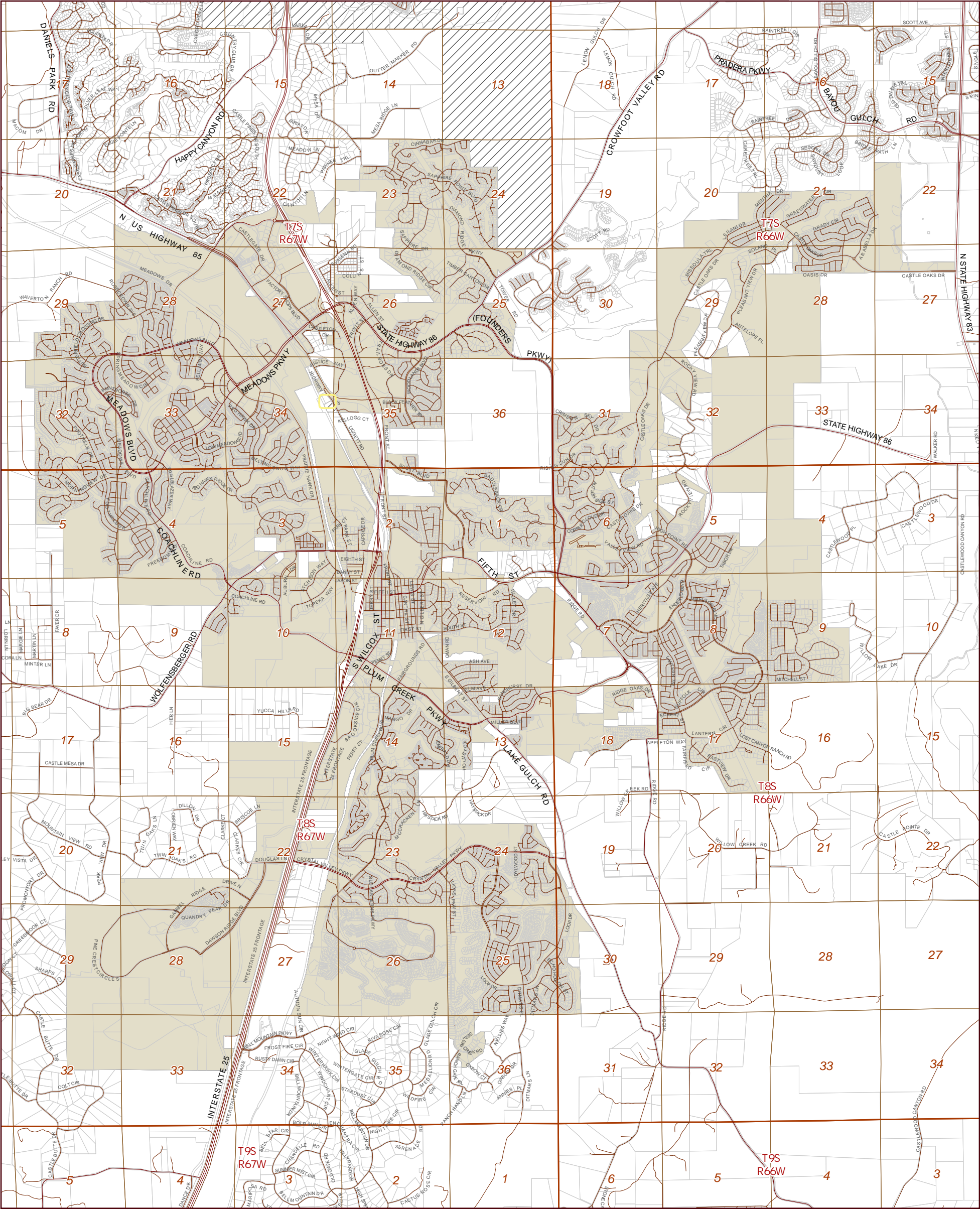
NDS 07-16-2021 Esmts/Tract A Width 3rd Comments 02-22-2021 NDS 5th Comments 01-21-2022 NDS	<b>DAVID E. ARCHER &amp; ASSOCIATES, INC.</b> LAND DEVELOPMENT CONSULTING SURVEYING & ENGINEERING PHONE (303) 688-4642 105 WILCOX ST. CASTLE ROCK, COLORADO 80104	<b>PLAT</b> STORQUEST - LIGGETT ROAD PLAT In Secs 34 & 35, Township 1 South, Range 67 West, 6th PM, Douglas County, Colorado. DATE 04-21-2017 DRN NDS PKD. CLIENT THE WILLIAM WARREN GROUP JOB NUMBER Sheet 2 of 2 13-1192
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"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 the certification shown hereon."









I, LISA ANDERSON, TOWN CLERK, 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 1ST day of AUGUST, 2022.  
except as highlighted and described in attached recorded plat

LISA ANDERSON  
Signature  
TOWN CLERK

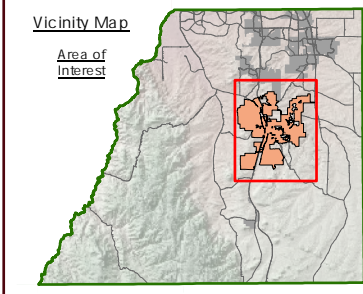
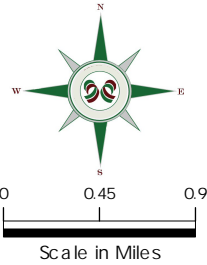
LANDERSON@CRGOV.COM  
Email

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 expressed 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 Elections products, including errors, omissions, corrections and/or updates should be directed to the Douglas County Election Services at (303) 660-7444.

- Town of Castle Rock
- Municipalities
- Township
- Section
- Parcels
- Major Roads
- Local Roads





**Appendix B**  
**Contact Information Form**

Please enter your Jurisdiction's information:

Jurisdiction: TOWN OF CASTLE ROCK

Designated Election Official:

LISA ANDERSON, TOWN CLERK

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, TOWN ATTORNEY

Attorney / Law Firm

100 NORTH WILCOX STREET

Mailing Address

CASTLE ROCK, CO 80104

City, State, Zip

MHYMAN@CRGOV.COM

Email

303-660-1398

Phone

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

**Required Participation**

- 1. November 8, 2022; 7:00am – 7:00pm  
Election Day phone support for citizen inquiries**

Name: LISA ANDERSON, TOWN CLERK

Phone: 303-660-1394

Email: LANDERSON@CRGOV.COM

**Optional Participation**

- 2. September 28, 2022 (Alternate Date = September 29)\*  
Logic and Accuracy Test (LAT)**

Name: LISA ANDERSON, TOWN CLERK

Phone: 303-660-1394

Email: LANDERSON@CRGOV.COM

- 3. November 21 – 23, 2022 (Begins Monday)\*  
Risk Limiting Audit (RLA)**

Name: LISA ANDERSON, TOWN CLERK

Phone: 303-660-1394

Email: LANDERSON@CRGOV.COM 8-1-2

November 8, 2022

**4. November 28, 2022 (Alternate Date = November 29)\*  
Canvass Board and Final Certification of Election**

Name: LISA ANDERSON, TOWN CLERK

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.*

*\*These dates are subject to change.*

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

303-643-2410  
Phone

2022 GENERAL ELECTION  
November 8, 2022

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

### Appendix C Important Dates

Event	Date
Last day to provide in writing to the County Clerk & Recorder Notice of Intent to coordinate for the 2022 General Election (-100 days)	July 29 (Friday)
Last day to return signed IGA to the Contact Officer (-70 days)	August 30 (Tuesday)
Last day to return completed Address Confirmation Form (Appendix A) or Boundary Map to ensure accurate voter information (-70 days)	August 30 (Tuesday)
Last day to submit certified ballot order and content to the Contact Officer (-60 days)	September 9 (Friday)
Last day for Secretary of State to certify state ballot order and content to county clerk (-57 days)	September 12 (Monday)
Last day to file written comments concerning local ballot issues with the designated election official in order to be included in the ballot issue notice. (by noon on Friday -45 days)	September 23 (Friday)
Last day to submit the full text of any required ballot issue notices to the county clerk Contact Officer (-43 days)	September 26 (Monday)
Logic and Accuracy Test (LAT)	September 28 (Wednesday)*
Logic and Accuracy Test (LAT) – Alternate Date	September 29 (Thursday)*
Ballots mailed to voters (-22 days)	October 17 (Monday)
Ballot Drop Boxes open (-15 days)	October 24 - November 8 All boxes close Election Day, November 8 at 7 p.m.
Voter Service and Polling Centers (VSPCs) open (-15 days)	October 24 – November 8

2022 GENERAL ELECTION  
November 8, 2022

	<b>Monday - Friday, 8 a.m. - 5 p.m. Saturday, November 2, 9 a.m. - 1 p.m. Election Day, Tuesday, November 8, 7 a.m. – 7 p.m.</b>
<b>Last day voter can request our office mail a ballot (-8 days)</b>	<b>October 31 (Monday)</b>
<b>Election Day</b>	<b>November 8, 7 a.m. – 7 p.m. (Tuesday)</b>
<b>Risk Limiting Audit (RLA)</b>	<b>November 21-23 (Begins Monday)*</b>
<b>Canvass Board and Final Certification of Election</b>	<b>November 28 (Monday)*</b>
<b>Canvass Board and Final Certification of Election – Alternate Date</b>	<b>November 29 (Tuesday)*</b>
<b>Final Certification of Election deadline</b>	<b>December 1 (Thursday)</b>

*\* These dates are subject to change.*



## **Appendix D IGA Checklist**

Dates shown below are either Statute-driven deadline dates or preferred dates of the Douglas County Elections office.

- ☐ **Friday, July 29**
  - Provide in writing to the County Clerk and Recorder notice of intent to coordinate.
  
- ☐ **Wednesday, August 3**
  - Receive and review IGA and accompanying documents from the Contact Officer, including important District addressing verification.
  
- ☐ **Tuesday, August 30**
  - Complete and return all required documents of the IGA via USPS mail or email to the Contact Officer, [kkowalski@douglas.co.us](mailto:kkowalski@douglas.co.us)
  - Provide a copy of the Ordinance and/or Resolution that outlines intent to participate in the General Election.
  - Provide a statement to confirm sufficient funds to pay election expenses are available and appropriated in the Jurisdiction's approved budget.
  - For PROPOSED DISTRICTS:
    - Provide certified legal description, map, and street listing (including street ranges).
  
- ☐ **Friday, September 9**
  - Provide certified ballot order and content to the Contact Officer. C.R.S 1-5-203(3). Refer to Section 2.02 (L) of the IGA for specific requirements.
  - As applicable, provide phonetic pronunciation of each candidate's name via voicemail. Refer to Section 2.02 (M) of the IGA for instructions.
  - Proofread ballot layout and text for Jurisdiction's portion of the official ballot and provide written acceptance of content or written notice of necessary changes. Refer to Section 2.02 (O) of the IGA for instructions.
  
- ☐ **Monday, September 12 – For elections where property owners are eligible electors:**
  - Provide all applicable eligible property owner list(s). Refer to Section 2.02 (P) of the IGA for instructions and requirements.
  
- ☐ **Monday, September 26**
  - Provide Contact Officer with full text of any required ballot issues or ballot questions and all summarized pro/con statements to the Contact Officer.

2022 GENERAL ELECTION

November 8, 2022

☐ **Election Day, Tuesday, November 8**

- Provide phone support for Jurisdiction for hours of voting (7:00 a.m. - 7:00 p.m.) should information be needed from Douglas County Elections office or the general public.

☐ **Post-Election Day**

- Notify Contact Officer within 24 hours of completion of final ballot tabulation if a recount is required.
- Remit payment within 30 days of receipt of billing invoice.

**DOUGLAS COUNTY BALLOT MEASURE WORKSHEET OVERVIEW & INSTRUCTIONS**

- 1. Legal requirements:** The Douglas County Clerk must layout ballots so that all ballot measures are printed in the order and format required by the Uniform Election Code of 1992 and the Secretary of State's Election Rules, summarized as follows:
  - a. The relative order of ballot measures certified by coordinating entities of the same type is determined by the chronological order in which they are certified to the County Clerk
  - b. The identifying number and/or letter (e.g., "Ballot Question 5A") for all ballot measures that will appear on the 2022 General Election ballot must be assigned by the County Clerk in accordance with the conventions specified in Secretary of State Election Rule 4.5.2.
    - **DEOs and governing boards of coordinating entities cannot assign the identifying ballot measure letter or number, and the Douglas County Clerk will disregard identifying letters and numbers so assigned.**
    - Please be advised the Douglas County Clerk may not be able to finally determine the identifying letter or number for all ballot measures until after the ballot certification deadline for coordinating entities has expired.
  - c. If the DEO of a coordinating entity certifies more than one ballot measure, they will appear on the 2022 General Election ballot in the following order:
    - **Ballot Issues** (i.e., ballot measures arising under TABOR):
      - TABOR issues referred by governing board
        - To increase taxes
        - To retain excess revenues
        - To increase debt
        - Other referred TABOR issues
      - TABOR issues initiated by citizens
        - To increase taxes
        - To retain excess revenues
        - To increase debt
        - Other referred TABOR issues
    - **Ballot Questions** (non-TABOR ballot measures): In the order specified by DEO or governing board
- 2. Ballot Measure Contest Names:** The Douglas County Clerk will assign contest names for all ballot measures according to the following convention: [Name of District] Ballot [Issue/Question] [Number/Letter]. Governing boards or DEOs may add a few-word summary of the subject matter (e.g., "Retail Marijuana Sales") to the ballot measure's contest name.
- 3. Instructions:** Complete one Ballot Measure Worksheet for each ballot measure the DEO certifies for the 2022 General Election.

**BALLOT MEASURE WORKSHEET A**

1. Name of coordinating entity: \_\_\_\_\_

2. Ballot measure type: ☐ Ballot issue (TABOR) ☐ Ballot Question (non-TABOR)

3. Subject matter summary for contest heading (Optional):

4. **Ballot title:** Enter the ballot measure's text in the form of a question, exactly as it should be printed on the ballot.

Please note: Type text here

- Ballot issues under TABOR must be certified in ALL UPPERCASE LETTERS
- Ballot questions not arising under TABOR must be certified in sentence case (upper & lower case letters)

NONE

**BALLOT MEASURE WORKSHEET B**

5. Name of coordinating entity: \_\_\_\_\_

6. Ballot measure type: ☐ Ballot issue (TABOR) ☐ Ballot Question (non-TABOR)

7. Subject matter summary for contest heading (Optional):

8. **Ballot title:** Enter the ballot measure's text in the form of a question, exactly as it should be printed on the ballot.  
Please note:

- Ballot issues under TABOR must be certified in ALL UPPERCASE LETTERS
- Ballot questions not arising under TABOR must be certified in sentence case (upper & lower case letters)

NONE