

ORDINANCE 20-05

**AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF CASTLE PINES, COLORADO,
APPROVING THE SAGE VILLAGE REZONING, CASE NO. RZN20-001, TO
ALLOW CERTAIN BUSINESS ZONING DISTRICT USES AND APPROVING
THE FIRST AMENDMENT TO THE ANNEXATION AGREEMENT WITH
SAGE VILLAGE PROPERTIES**

WHEREAS, the City annexed certain property, consisting of 2.28 acres, more or less, and located in the northwest corner of Castle Pines Parkway and Interstate 25, as legally described in **Exhibit A**, attached hereto and incorporated herein (“Sage Village Property”) via Ordinance No. 16-04; and

WHEREAS, in connection with annexation, the City approved initial zoning of the Sage Village Property from Douglas County Estate Residential zone district to Castle Pines Business zone district, with certain use restrictions and design standards imposed; and

WHEREAS, the Owner, Sage Village Properties, LLC, a Colorado limited liability company (“Owner” or “Applicant”), and the City also entered into that certain Annexation Agreement dated September 28, 2016 (“Annexation Agreement”), which establishes, among other things, certain limitations on permissible land uses and design standards for the Sage Village Property; and

WHEREAS, the Owner has requested rezoning and changes to the Annexation Agreement to permit the uses of bank/financial institutions (including drive-up facilities), day care centers, and veterinary clinics/hospitals, as reflected in the First Amendment to the Annexation Agreement with Sage Village Properties, attached hereto as **Exhibit B** and incorporated herein (“First Amendment”); and

WHEREAS, the Planning Commission, having considered the proposed rezoning of the Sage Village Property during a duly noticed public hearing on May 28, 2020, recommended approval of the same to City Council; and

WHEREAS, public notice has been properly given of such proposed rezoning of the Property in accordance with the City of Castle Pines Zoning Ordinance (“Zoning Ordinance”); and

WHEREAS, in accordance with the Zoning Ordinance, a public hearing was held before the City Council at which time evidence and testimony were presented to the City Council concerning said zoning proposal; and

WHEREAS, the legislative record for this case includes, but is not limited to, the Zoning Ordinance, City of Castle Pines 2016 Comprehensive Plan, as amended, and all other applicable ordinances, resolutions and regulations, together with the rezoning application and accompanying maps, reports, studies and all other submittals of the Applicant, any written evidence or

correspondence submitted at the public hearing, and the staff report pertaining to this application; and

WHEREAS, pursuant to Article 23 of Title 31, C.R.S., as amended, City Council has determined that the proposed rezoning of the Sage Village Property, subject to the conditions set forth herein, furthers the public health, safety, convenience and general welfare of the community; meets the criteria of approval set forth in Section 15 of the Zoning Ordinance; is generally in conformance with the City's 2016 Comprehensive Plan, as amended; is compatible with surrounding uses; and otherwise meets the applicable criteria set forth in the Zoning Ordinance.

**THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO,
ORDAINS:**

Section 1. The recitals contained above are incorporated herein by reference and are adopted as findings and determinations of the City Council.

Section 2. The City Council hereby approves rezoning of the Sage Village Property to permit the uses of bank/financial institutions (including drive-up facilities), day care centers, and veterinary clinics/hospitals, and approves the First Amendment, subject to the following conditions:

- (1) The Applicant shall pay all fees and costs incurred by the City and its consultants without limitations prior to recordation of the First Amendment; and
- (2) The Applicant is responsible for submitting a Site Improvement Plan and any other relevant applications prior to development.

Section 3. **Severability.** If any portion of this Ordinance is found to be void or ineffective, it shall be deemed severed from this Ordinance and the remaining provisions shall remain valid and in full force and effect, in accordance with Section 6.8 of the Charter.

Section 4. **No Existing Violation Affected.** Nothing in this Ordinance shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any ordinance hereby repealed or amended by this Ordinance, or any just or legal right or remedy of any character be lost, impaired, or affected by this Ordinance.

Section 5. **Repeal of Previous Ordinances.** Any and all ordinances or codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such ordinance or code or part thereof shall not revive any other section or part of any ordinance or code heretofore repealed or superseded and this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this Ordinance.

Section 6. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Castle Pines, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 7. Publication and Effective Date. The City Clerk is hereby directed to cause publication of this Ordinance in accordance with Section 6.5 of the Charter. This Ordinance shall be effective thirty (30) days after final publication on the City’s official website and posting at the City Clerk’s office pursuant to Section 1-3-40 of the Municipal Code.

INTRODUCED, READ, AND PASSED ON FIRST READING, AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO the 9th day of JUNE, 2020.

READ, PASSED, AND ADOPTED ON SECOND READING, FOLLOWING A PUBLIC HEARING, AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO the 23rd day of JUNE, 2020.

DocuSigned by:
Tera Stave Radloff
6E0C8EB279DC479...
Tera Stave Radloff, Mayor

ATTEST:

DocuSigned by:
Tobi Basile
AD05A3802032499...
Tobi Basile, CMC, City Clerk

Approved as to form:
DocuSigned by:
Linda C. Michow
5211DE90B8FF411...
Linda C. Michow, City Attorney

CERTIFICATION OF PUBLICATION

I hereby attest and certify that the within and foregoing Ordinance was introduced and read on first reading on June 9, 2020; published by title only in the *Douglas County News-Press*, together with the statement that “[t]he complete text of the ordinance is available through the City Clerk’s office and on the City’s official website with second reading and public hearing to be held on June 23, 2020”; and finally passed and adopted by the City Council on June 23, 2020, following a duly noticed public hearing and published on the City’s official website and posted at the City Clerk’s office on June 10, 2020.

City of Castle Pines

Ordinance No. 20-05

ATTEST:

DocuSigned by:



AD03A3D02932499...

Tobi Basile, CMC, City Clerk



City of Castle Pines

Ordinance No. 20-05

Exhibit A

LEGAL DESCRIPTION

LOTS 22, 23 AND 24, BLOCK 1, BEVERLY HILLS ESTATES FILING NO. 1, COUNTY OF DOUGLAS, STATE OF COLORADO.

City of Castle Pines

Ordinance No. 20-05

Exhibit B

**FIRST AMENDMENT TO THE ANNEXATION AGREEMENT WITH SAGE
VILLAGE PROPERTIES**

FIRST AMENDMENT TO ANNEXATION AGREEMENT

Sage Village Properties

CITY OF CASTLE PINES, COLORADO

THIS FIRST AMENDMENT TO ANNEXATION AGREEMENT (“First Amendment”) is entered into by and between **SAGE VILLAGE PROPERTIES, LLC**, a Colorado limited liability company, with offices located at 5655 S. Yosemite, Suite 201, Greenwood Village, CO 80111, (“Owner”) and the **CITY OF CASTLE PINES**, a Colorado home rule municipal corporation, with offices located at 360 Village Square Lane, Suite B, Castle Pines, CO 80108 (“City”).

RECITALS AND REPRESENTATIONS

WHEREAS, the City and the Owner entered into that certain Annexation Agreement dated September 28, 2016 (the “Agreement”); and

WHEREAS, the Agreement was approved by City Ordinance No. 16-06 dated July 26, 2016; and

WHEREAS, the Agreement was recorded on October 6, 2016 at Reception No. 2016070859 in the real property records of Douglas County, Colorado; and

WHEREAS, paragraph X.M. of the Agreement requires that any amendments to the Agreement be in writing and signed by both Parties; and

WHEREAS, the Parties desire to amend the Agreement to: (1) clarify that certain land uses will be permitted on the Sage Village Property, as that term is defined in the Agreement, including bank/financial institution without drive-up or drive-through facilities, day care center and veterinary clinic/hospital, (2) clarify that the City’s adopted Mixed-Use Design Guidelines will govern future development on the Sage Village Property, and (3) extend the term of the Agreement through December 31, 2030.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants set forth in this First Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the City agree as follows:

AMENDMENT

1. DEFINITION OF DESIGN STANDARDS AMENDED

The definition of “Design Standards” set forth in paragraph I.A. of the Agreement is amended as follows, with deletions shown in ~~struck through~~ text, and additions shown in **and underlined** text:

“Design Standards” means the City of Castle Pines Mixed-Use Design Guidelines adopted by Ordinance No. 18-02 on April 24, 2018, as the same may be amended from time to time~~development standards and design guidelines attached to this Agreement as Exhibit D and incorporated herein by reference.~~

2. TERM OF AGREEMENT AMENDED

The first sentence of in paragraph II.B. of the Agreement is amended as follows, with deletions shown in ~~strikethrough~~ text, and additions shown in **bold and underlined** text:

B. Term. The term of this Agreement shall commence on the Effective Date and shall continue until 11:59 p.m. on December 31, ~~2026~~**2030**, provided that certain provisions of this Agreement may expire sooner than such date, as expressly provided in this Agreement.

3. PARAGRAPH V.B. OF AGREEMENT AMENDED

Paragraph V.B. of the Agreement is amended as follows, with deletions shown in ~~strikethrough~~ text, and additions shown in **bold and underlined** text:

B. Design Standards. The Parties agree that the Property shall be developed consistent with the Design Standards ~~set forth and Exhibit D attached hereto~~, and shall be subject to all other standards and regulations in the City Code, unless specifically modified by this Agreement. ~~To the extent of any conflict between the Design Standards and the standards and regulations set forth in the City Code, the Parties specifically intend that the provisions of this Agreement shall control.~~

4. EXHIBIT C OF AGREEMENT AMENDED

Certain provisions of **Exhibit C** of the Agreement are amended as set forth below, with deletions shown in ~~strikethrough~~ text, and additions shown in **bold and underlined** text:

A. The third paragraph of Section I of **Exhibit C** of the Agreement is amended as follows to remove the reference to **Exhibit D**:

A re-plot of the Property and Site Improvement Plan shall be required prior to the use of the Property for any purpose. Future improvements installed on the Property including buildings, structures, off-street parking, lighting and landscaping, shall conform to the regulations set forth in this **Exhibit C** and the Design Standards ~~set forth in Exhibit D~~. All future improvements installed within the boundaries of the Property shall also be designed and installed in such a way as to minimize the impact on adjacent residential uses. Development or use of the Property is permitted only in accordance with the applicable terms and conditions of the Agreement, including these Business District Zoning regulations.

B. Section II(a) of **Exhibit C** to the Agreement (“Prohibited Uses”) is amended as follows:

Prohibited Uses. The following uses identified as permitted uses in the Section 11 of the City’s Zoning Ordinance (in the B-Business District) shall be prohibited on the Property: automobile service station with gasoline pumps (1102.01), ~~bank/financial institution with drive-up facility (1102.02), day care center (1102.06),~~ firing range-indoor (1102.07), parking lot – public or private (as a primary use of the Property) (1102.12), retirement home (1102.15), utility service facility (1102.18), ~~veterinary clinic/hospital~~

(1102.19), sexually oriented businesses (1102.20), and the “residence” uses currently identified as a USR by Section 1104.02 of the Zoning Ordinance, including group home for registered sex offenders, a group residential facility, or multifamily-apartments and condominiums (as the exclusive use of the Property, mixed-use shall be permitted as set forth in Section II(b) below).

- C. Section II(b) of **Exhibit C** to the Agreement (“Principal Permitted Uses”) is amended as follows:

Principal Permitted Uses. The following uses shall be allowed upon the approval of a Site Improvement Plan in accordance with the City of Castle Pines Zoning Ordinance, and shall be conducted entirely within an enclosed building, unless exempted by the Director of Community Development. The Director shall retain the discretion to determine other similar uses as appropriate. Permitted principal uses shall be as follows:

- Artisan and photography studios and galleries.
- **Bank/financial institution (including drive-up facilities)**
- **Day care-center.**
- **Veterinary clinic/hospital.**
- Shopping and retail establishments without fuel sales.
- Health and membership clubs.
- Medical and dental offices and clinics.
- Mixed use – a building designed, planned and constructed as a unit, used partially for residential use and partly for other retail, commercial or office uses listed herein.
- Professional offices, financial services and clinics.
- Restaurants – ~~with or~~ without drive-through facilities.
- Grocery store which containing retail space of less than twenty-five thousand (25,000) square feet.
- Bars, breweries or distilleries.
- Hotel including conference or convention facilities located within the principal building.
- Community facilities – a publicly owned facility or office building which is primarily intended to serve the recreational, educational, cultural, administrative or entertainment needs of the community as a whole.

- D. Section III of **Exhibit C** to the Agreement (“Dimensional Standards”) is amended as follows:

DIMENSIONAL STANDARDS.

The dimensional standards set forth below shall supersede any conflicting dimensional standard set forth in Section 11 of the City’s Zoning Ordinance:

Zoning District	B
Minimum Lot size (acres)	1.5
Maximum Density (dwelling units per gross acre)	10
Maximum Building Height (feet)	45
Maximum Building Stories	3
Minimum Front setback (feet)	40
Maximum Front setback (feet)	60
Minimum Side setback (feet)	20
Minimum Rear setback (feet)	60
Maximum Lot coverage (percent)	70
Number of structures per lot (aggregate)	2

5. EXHIBIT D – DELETED IN ITS ENTIRETY

Exhibit D to the Agreement shall be deleted in its entirety.

6. EFFECTIVE DATE OF FIRST AMENDMENT

This First Amendment shall be effective on the effective date of Ordinance No. 20-05, an Ordinance Approving the First Amendment to Annexation Agreement (Sage Village Properties) (the “Effective Date”).

7. NO OTHER MODIFICATION OF AGREEMENT

This First Amendment shall not modify the terms and conditions of the Agreement except as expressly provided by this First Amendment.

8. RECORDING OF FIRST AMENDMENT

Following the Effective Date of this First Amendment, as set forth in Section 6 above, the City Clerk’s Office shall cause a copy of this First Amendment to be recorded in the real property records of Douglas County, Colorado.

9. AUTHORITY

The individuals executing this First Amendment represent that they are expressly authorized to enter into this First Amendment on behalf of the City of Castle Pines and the Owner and bind their respective entities.

[signature pages follow]

CITY:

CITY OF CASTLE PINES, COLORADO,
a Colorado home rule municipal corporation

By: _____
Tera Stave Radloff, Mayor, *authorized by*
Ordinance No. 20-05

Date: _____, 2020

ATTEST:

Approved as to Form:

Tobi Basile, CMC, City Clerk

Linda C. Michow, City Attorney

OWNER:

SAGE VILLAGE PROPERTIES, LLC,
a Colorado limited liability company

By: _____
Paul Zakovich, Manager

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing First Amendment to Annexation Agreement was acknowledged before me this ____ day of _____, 2020, by Paul Zakovich as Manager of Sage Village Properties, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____.

Notary Public