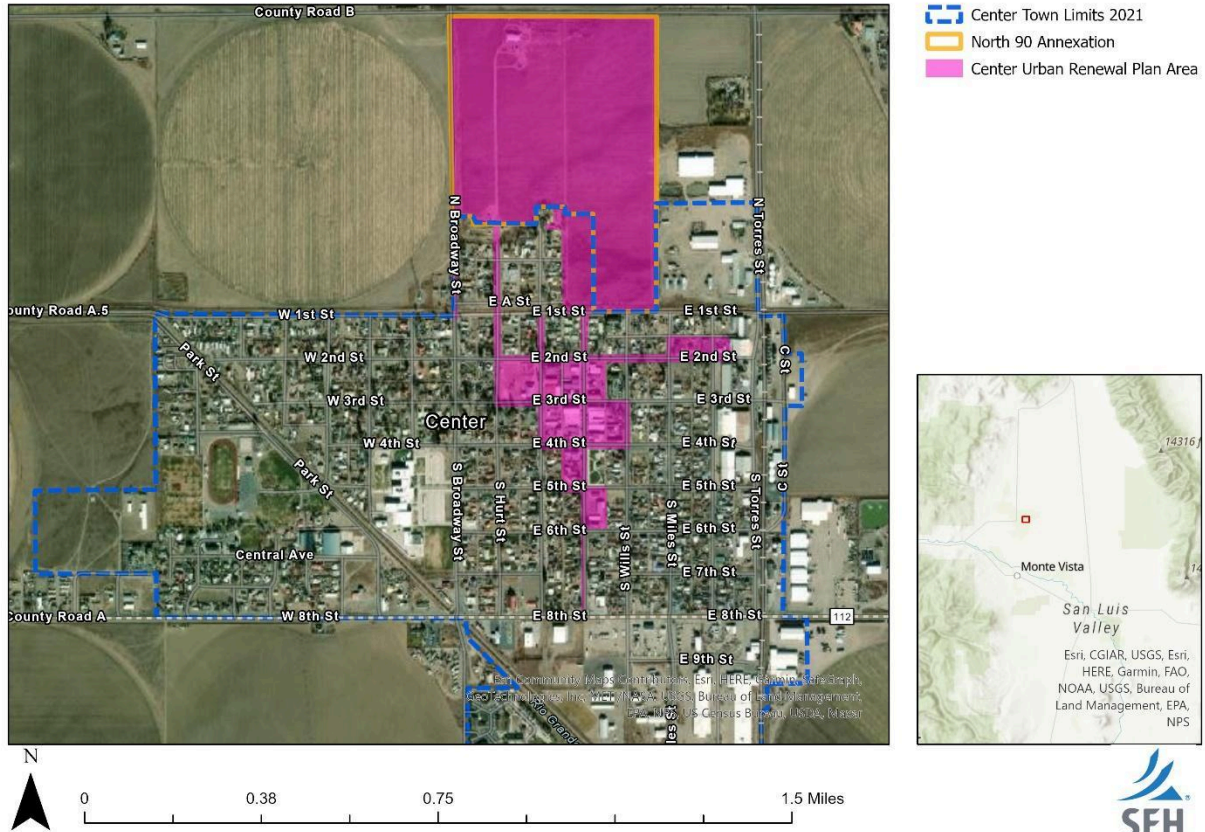


**Center Urban Renewal Authority  
Center Urban Renewal Plan  
May 24, 2024**



Prepared by:  
Town of Center  
Center Redevelopment Partnership

# Proposed Urban Renewal Plan Area



## Contents

|  |    |
|--|----|
| I. Definitions.....                          | 5  |
| II. Introduction.....                        | 6  |
| III. Urban Renewal Area Boundary.....        | 6  |
| IV. Summary of Statutory Criteria.....       | 6  |
| V. Description of Urban Renewal Project..... | 6  |
| VI. Project Activities.....                  | 12 |
| VII. Project Financing.....                  | 14 |
| VIII. Changes in Approved Plan.....          | 16 |
| IX. Minor Variations.....                    | 16 |

## I. Definitions

The Terms used in this Urban Renewal Plan shall have the following meanings:

**Act** means the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, of the Colorado Revised Statutes.

**Area** or **Urban Renewal Area** means the area of the Town included within the boundaries of this Urban Renewal Plan as described in Exhibit A and depicted in Exhibit B.

**Board of Trustees** means the governing body of the Town.

**Authority** means the Center Urban Renewal Authority.

**Town** means the Town of Center, Colorado.

**Town Planning** means the Building Department at the Town of Center, Colorado.

**Comprehensive Plan** means the 1977 Center Comprehensive Plan revised May 14<sup>th</sup>, 2019

**County** means Sagauche County, Colorado.

**Plan or Urban Renewal Plan** means this urban renewal plan as it may be amended in the future.

**Project or Urban Renewal Project** means all activities and undertakings described in the Act and this Plan.

**Housing Plan** means the San Luis Valley Housing Needs Assessment and Town of Center Action Plan. adopted March 3<sup>rd</sup>, 2020, and last updated May 10<sup>th</sup>, 2022.

**TIF** means Tax Increment Financing.

**Three Mile Plan** means the Three Mile Plan for Annexation dated January 12, 2012

## II. Introduction

The purpose of this Plan is to implement those provisions of the Town of Center's Comprehensive Plan that apply to the Urban Renewal Area. This Plan also considers provisions from other adopted Plans, such as the Three Mile Plan and the Housing Plan as applicable. The provisions of this Plan are intended to help provide important services to the Area, eliminate and prevent conditions of blight, attract private investment, utilize underdeveloped land, and leverage public investment, grants, and funding mechanisms to promote redevelopment and rehabilitation of the area by private enterprise, and, where necessary, provide necessary public infrastructure to serve the Area.

This Urban Renewal Plan has been proposed for consideration by the Board of Trustees of the Town pursuant to the provisions of the Act. The administration of the Project and the implementation of the Plan shall be the responsibility of the Authority.

## II. Urban Renewal Area Boundary

The Urban Renewal Area consists of approximately 121 acres and the public streets, alleys, and rights-of-way described in Exhibit A and depicted in Exhibit B.

### III. Summary of Statutory Criteria

The Town commissioned a study by SEH consultants of parts of the municipality to determine if conditions warranting formation of an urban renewal authority existed in the community. The resulting Conditions Survey Report dated March 22, 2022, consisting of 26 pages, map exhibits, and three appendices (the "Original Conditions Survey"), resulted in the formation of the Authority. The Original Conditions Survey was updated on September 4th, 2024 (the "Updated Survey"), to document which of the conditions that constitute a "blighted area" as defined in Section 31-25-103 are specific to this Urban Renewal Area. The Updated Survey is incorporated herein in its entirety by this reference.

The Updated Survey shows that the following factors listed in the Act are present in the Area and that these conditions qualify the Area as a "blighted area" as defined in the Act:

- a. Slum, deteriorated or deteriorating structures*
- b. Predominance of defective or inadequate street layout*
- c. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness*
- d. Unsanitary or unsafe conditions*
- e. Deterioration of site or other improvements*
- f. Unusual topography or inadequate street layout*
- g. Buildings that are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities*
- h. Environmental contamination of buildings or property*
- i. The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings or other improvements*

### IV. Description of Urban Renewal Project

This Plan will be implemented as part of a comprehensive program to eliminate and prevent blight in the Urban Renewal Area. The Authority and the Town, with the cooperation of private enterprise and other public bodies, will undertake a program to eliminate the conditions of blight identified in the Conditions Survey while supporting the Comprehensive Plan, the Housing Plan, and the Three Mile Plan.

#### **A. Urban Renewal Plan Goals and the Plan's Relationship to Local and Regional Objectives**

**1. Goals of the Plan** – This Plan has been adopted to achieve the following goals in the Area:

- a) To encourage renewal throughout the Urban Renewal Area by attracting investment and redevelopment within the project boundary.
- b) To alleviate blight within the boundaries of the Area.
- c) To incentivize and invest in catalytic developments to remediate blighting conditions and spur additional community minded development throughout the Area.
- d) To encourage redevelopment within the subject area that aligns with the Community’s desires for new development as indicated by their future land use designations and zoning districts.
- e) To leverage TIF financing to help attract new commercial and residential investments within the Urban Renewal Area that will alleviate blighting conditions.
- f) To leverage TIF financing to support the development of attainable and/or affordable housing within the Urban Renewal Area.
- g) To leverage TIF financing to assist with the Funding of Town infrastructure and facilities that will help advance the remediation and redevelopment goals of the Area.
- h) To improve the streetscapes in ways that promotes travel and the arts while also enhancing lighting, sidewalks, pedestrian safety, parking, signage, and landscaping.
- i) To invest in cultural and community spaces.
- j) To promote youth and community engagement.

**2. Relationship to Comprehensive Plan**

The Plan conforms with and is designed to help implement the goals, objectives, policies and standards detailed in the Comprehensive Plan. Specifically, the Plan will facilitate development that aligns with the Comprehensive Plan’s social, economic and environmental goals and objectives, including, without limitation, the following.

- a) To provide maximum employment, education, housing and recreational opportunities to all citizens of the Town.
- b) To promote a high level of culture and actively encourage the highest artistic vitality.
- c) To concentrate on developing the full potential of young people.
- d) To develop the Town’s full potential as a retail and recreational center.

e) To achieve economic stability through development and diversification of the Town's economic base.

f) To attract agricultural and light, clean industrial development to complement the residential character of the community while providing easily accessible employment.

g) To encourage the attraction, retention and expansion of a sufficient number and variety of industries and businesses to provide jobs and a healthy tax base for the Town.

h) To derive maximum utilization from developed land while maintaining an interesting variety of development densities and substantial open space.

i) To strengthen neighborhood and community identity through land use planning.

j) To achieve a well-balanced transportation system.

### **3. Relationship to Local and Regional Objectives**

The Plan conforms with and is designed to implement the Comprehensive Plan, the Three Mile Plan, and the Housing Plan to attain local and regional objectives, including, without limitation, the following.

a) Utilize a holistic approach to actions and strategies to meet local and regional housing challenges.

b) Encourage construction and rehabilitation of residences of higher quality for the local workforce to own or rent.

c) Leverage available financing assistance from available sources such as the Colorado Housing and Finance Authority and Division of Housing.

d) Promotion of public/private partnerships to provide development sites for commercial, retail, industrial and residential uses, including affordable and attainable housing.

e) Provide information on loan and grant programs for provision of new and rehabilitation existing residences.

f) Provide for annexation of areas that will broaden the range of housing inventory and ownership opportunities; provide sufficient buildable land to accommodate sustainable development; and strengthen desirable economic values.

g) Provide transportation and utility infrastructure to areas needed to provide diversified land uses to serve the Town and region.

## **B. Land Use Regulations and Building Requirements**

The Plan will provide a comprehensive and unified plan to promote and encourage high quality development and redevelopment of the Area by cooperative efforts of private enterprise and public bodies. Notwithstanding anything in the Plan to the contrary, the development and use of the property within the Urban Renewal Area described in the Plan including, without limitation, land area, land use, design building requirements, timing or procedures applicable to the property, shall be subject to all applicable codes and ordinances, including those imposed by the Town.

## **C. Project Activities**

The following provisions shall apply to the Area. In accordance with the Act, the Authority may undertake these activities directly or, to the extent authorized by applicable law, contract with third parties to do so:

### **1. Land Acquisition**

To carry out this Plan, the Authority may exercise any and all of its rights and powers under the Act and any other applicable law, ordinance or regulation. The Authority may acquire any interest in property by any manner available. The Authority may acquire property in the Area for the following reasons: To eliminate or prevent conditions of blight; to carry out one or more objectives of the Plan; to assemble property for redevelopment by private enterprise; for needed public improvements; and for any other lawful purpose authorized by the Plan, the Act or any other applicable law.

Acquisition of property by eminent domain is not authorized unless the Board of Trustees approves, by majority vote, the use of eminent domain by the Authority in accordance with the Act and other applicable laws.

### **2. Relocation**

If acquisition of property displaces any individual, family, or business concern, the Authority may assist such party in finding another location, and may, but is not obligated to, make relocation payments to eligible residents and businesses in such amounts and under such terms and conditions as it may determine and as may be required by law.

### **3. Demolition, Clearance, and Site Preparation**

The Authority may itself or by agreement with others, demolish and clear those buildings, structures, and other improvements from property it acquires if such buildings, structures, and other improvements are not to be rehabilitated in accordance with this Plan. The Authority may provide rough and finished site grading and other site preparation services as part of a comprehensive redevelopment program.

### **4. Property Management**

During such time as any property is acquired by the Authority, for disposition for redevelopment, such property shall be under the management and control of the Authority and may be rented or leased by it pending disposition for redevelopment or rehabilitation. Notwithstanding the foregoing, the Authority may acquire property,

develop, construct, maintain, and operate thereon buildings, and facilities devoted to uses and purposes as the Authority deems to be in the public interest.

#### **5. Public Improvements**

The Authority will cooperate with the Town and other public bodies to install, repair or replace necessary public infrastructure including, but not limited to, public streets, ADA accessible routes, central water and sewer services, stormwater improvements, bicycle and pedestrian infrastructure, parks and recreation amenities and multi-use recreational trails in the Area.

#### **6. Land Disposition, Redevelopment and Rehabilitation**

The Authority may dispose of property it acquires by means of a reasonable competitive bidding procedure it establishes in accordance with the Act and pursuant to redevelopment agreements between the Authority and such purchasers.

The Authority may also enter into owner participation agreements with property owners in the Area for the development, redevelopment, or rehabilitation of their property. Such agreements will provide for such participation and assistance as the Authority may elect to provide to such owners.

The Authority may develop, construct, maintain, and operate buildings and facilities devoted to uses and purposes as the Authority deems to be in the public interest.

All such redevelopment, owner participation and other agreements shall contain, at a minimum, provisions requiring:

- Compliance with the Plan and, if adopted by the Authority, the Design Guidelines and Standards and Town codes and ordinances.
- Covenants to begin and complete development, construction, or rehabilitation of both public and private improvements within a period of time deemed to be reasonable by the Authority.
- The financial commitments of each party (but nothing herein shall obligate the Authority to make any such financial commitment to any party or transaction).

#### **7. Cooperation Agreements**

For the purposes of planning and carrying out this Plan in the Area, the Authority may enter into one or more cooperation agreements with the Town, a county or other public bodies. Without limitation, such agreements may include project financing and implementation; design, location and construction of public improvements; and any other matters required to carry out this Project. It is recognized that cooperation with the Town, a county, other municipalities and other public and private bodies may be required to coordinate such issues as the design, construction, maintenance, operation, and timing of public and private improvements within and outside of the Area to properly and efficiently carry out the goals and objectives of this Plan.



**8. Other Project Undertakings and Activities**

Other Project undertakings and activities deemed necessary by the Authority to carry out the Plan in the Area may be undertaken and performed by the Authority or pursuant to agreements with other parties or public bodies in accordance with the authorization of the Act and any and all applicable laws.

**V. Project Financing**

The Authority is authorized to finance activities and undertakings under this Plan by any method authorized by the Act or any other applicable law, including without limitation, appropriations, loans or advances from the Town or a county; federal loans and grants; state loans and grants; interest income; pay as you go arrangements; annual appropriation agreements; agreements with public and private parties or entities; sale of securities; loans, advances and grants from any other available source.

Any and all financing methods legally available to the Town, a county, the Authority, any private developer, redeveloper or owner may be used to finance in whole or in part any and all costs, including without limitation, the cost of public improvements described or anticipated in the Plan or in any manner related or incidental to the development of the Urban Renewal Area. Such methods may be combined to finance all or any part of activities and undertakings throughout the Urban Renewal Area. Any financing method authorized by the Plan or by any applicable law, including without limitation, the Act, may be used to pay the principal of and interest on and to establish reserves for indebtedness (whether funded, refunded, assumed or otherwise) incurred by the Authority or the Town or a county to finance activities and undertakings authorized by the Act and this Plan in whole or in part.

The Authority is authorized to issue notes, bonds or any other financing instruments or documents in amounts sufficient to finance all or part of the Urban Renewal Plan. The Authority is authorized to borrow funds and to create indebtedness in carrying out this Plan. The principal, interest, and any premiums due on or in connection with such indebtedness may be paid from any funds available to the Authority.

The Project may be financed by the Authority under the tax allocation financing provisions of the Act. Under the tax allocation method of financing the Project, property taxes levied after the effective date of the approval of this Plan upon taxable property in the Urban Renewal Area each year by or for the benefit of each public body that levies property taxes in the Area, shall be divided for a period not to exceed twenty-five (25) years after the effective date of the adoption of this tax allocation provision, as follows:

**Base Amount**

That portion of the taxes which are produced by the levy at the rate fixed each year by or for such public body upon the valuation for assessment of taxable property in the Urban Renewal

Area last certified prior to the effective date of approval of the Plan or, as to an area later added to the Urban Renewal Area, and the effective date of the modification of the Plan or that portion of municipal sales taxes collected within the boundaries of the Urban Renewal Area in the twelve-month period ending on the last day of the month prior to the effective date of the approval of the Plan, or both such portions, shall be paid into the funds of each such public body as are all other taxes collected by or for said public body.

**Increment Amount**

The increment amount is that portion of property taxes and all or any amount of municipal sales taxes as allocated by written agreement with the Authority in excess of the base amount as defined above. That portion of said property taxes and said municipal sales taxes in excess of such base amount shall be allocated to and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans or advances to, or indebtedness incurred by (whether funded, refunded, assumed or otherwise) the Authority for financing or refinancing, in whole or in part, the Project.

Unless and until the total valuation for assessment of the taxable property in the Urban Renewal Area exceeds the base valuation for assessment of the taxable property in the Urban Renewal Area, all of the taxes levied upon taxable property in the Urban Renewal Area shall be paid into the funds of the respective public bodies.

Unless and until the total municipal sales tax collections in the Urban Renewal Area exceed the base year municipal sales tax collections all such sales tax collections shall be paid into the funds of the Town.

When such bonds, loans, advances and indebtedness, including interest thereon and any premiums due in connection therewith, have been paid, all taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds of the respective public bodies.

When such bonds, loans, advances and indebtedness, including interest thereon and any premiums due in connection therewith, have been paid, all municipal sales taxes upon retail sales within the Urban Renewal Area shall be paid into the Funds of the Town.

The increment portion of the taxes, as described in this subparagraph 2, may be irrevocably pledged by the Authority for the payment of the principal of, the interest on, and any premiums due in connection with such bonds, loans, advances and indebtedness incurred by the Authority to finance the Project.

**VI. Changes in Approved Plan**

This Plan may be modified pursuant to the provisions of the Act governing such modifications, including Section 31-25-107, C.R.S.

## VII. Minor Variations

The Authority may in specific cases allow minor variations from the provisions of the Plan if it determines that a literal enforcement of the provisions of the Plan would constitute an unreasonable limitation beyond the intent and purpose of the Plan.

DRAFT

EXHIBIT A

Legal Description of Center Urban Renewal Plan Area

(If there are any differences in the following from the Map Exhibit A, the Map controls)

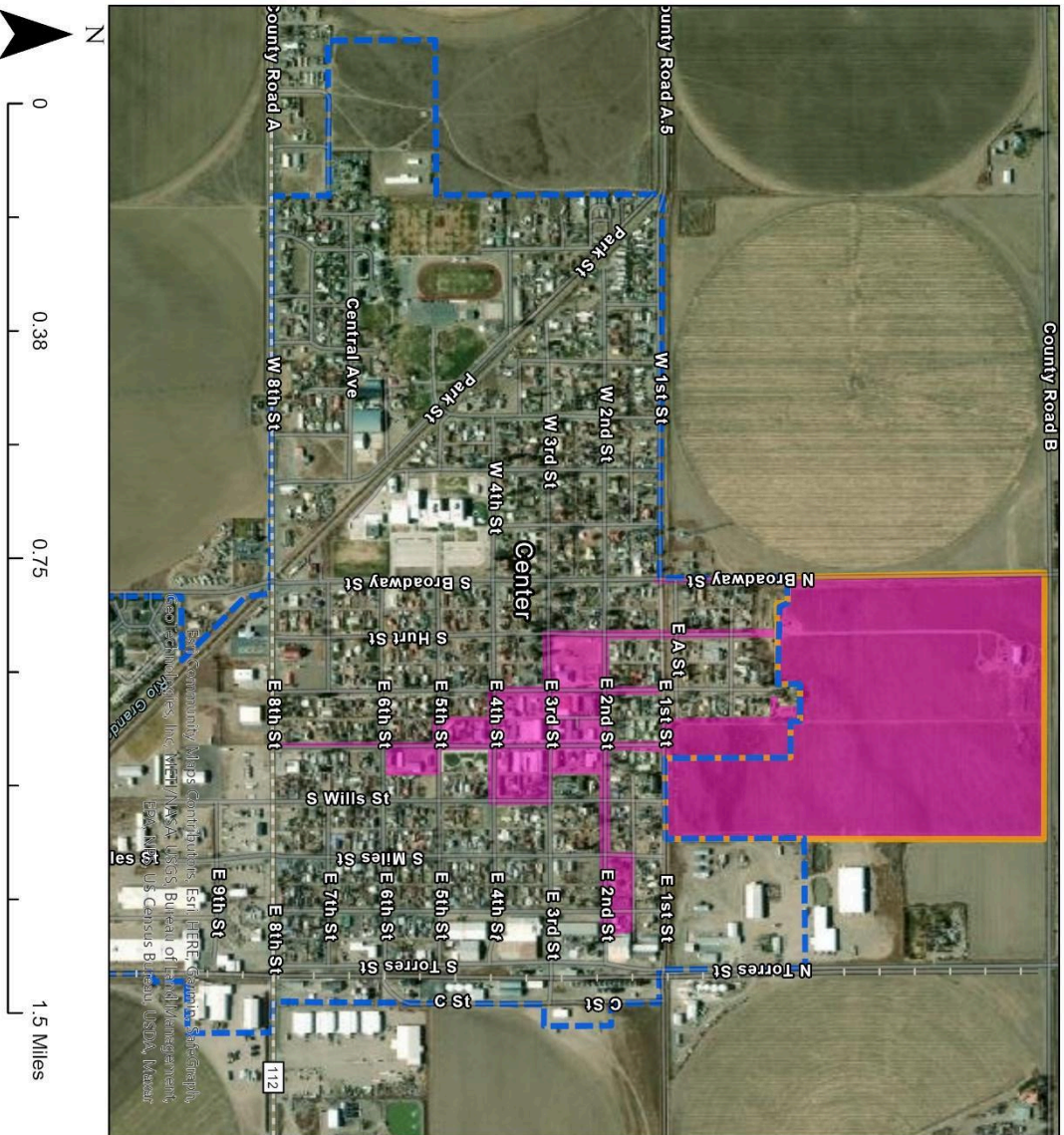
Beginning at the intersection of west right of way line of N. Broadway Street and the south right of way line of County Road B;  
Thence easterly along said south right of way line to the northeast corner of the tract of land described in the special warranty deed recorded May 7, 2005, Reception No. 358625 in the records of the Saguache County Clerk and Recorder;  
Thence southerly along said east line and east line extended of said tract of land to the south right of way line of E. 1<sup>st</sup> Street;  
Thence west along said south right of way line to the east right of way line of Worth Street;  
Thence south along said east right of way line to the north right of way line of E. 2<sup>nd</sup> Street;  
Thence east along said north right of way line to the west right of way line of Miles Street;  
Thence north along said west right of way line to the westerly extension of the north right of way line of the east/west alley between E. 1<sup>st</sup> Street and E. 2<sup>nd</sup> Street;  
Thence east along said westerly extension and north line to the northeast corner of the lot located at the northeast corner of E. 2<sup>nd</sup> Street and Sutley Street;  
Thence southerly along the east property line of the lot located at the northeast corner of E. 2<sup>nd</sup> Street and Sutley Street and its southerly extension to the south right of way line of E. 2<sup>nd</sup> Street;  
Thence west along said south right of way line to the east right of way line of the north/south alley between Willis St. and Worth Street;  
Thence south along said east right of way line to the north right of way line of E. 3<sup>rd</sup> Street;  
Thence east along said north right of line to the east right of way line of Willis Street;  
Thence south along said east right of way line to the south right of way line of E. 4<sup>th</sup> Street;  
Thence west along said south right of way line to the east right of way line of Worth Street;  
Thence south along said east right of way line to the north right of way line of E. 5<sup>th</sup> Street;  
Thence east along said north right of way line to the northerly extension of the east right of way line of the north/south alley between Worth Street and Willis Street;  
Thence south along said northerly extension and east right of way line to the south right of way line of E. 6<sup>th</sup> Street;  
Thence west along said south right of way line to the west right of way line of Worth Street;  
Thence north along said west right of way line to the south right of way line of E. 5<sup>th</sup> Street;  
Thence west along said south right of way line to the southerly extension of the west right of way line of the north/south alley between Worth Street and Walden Street;  
Thence north along said southerly extension and west right of way line to the south right of way line of E. 4<sup>th</sup> Street;  
Thence west along said west right of way line to the west right of way line of Walden Street;  
Thence north along said west right of way line to the south right of way line of E. 3<sup>rd</sup> Street;  
Thence west along said south right of way line to the west right of way line of Hurt Street;  
Thence north along said right of way line to the south line of the tract of land described in the special warranty deed recorded May 7, 2005, Reception No. 358625 in the records of the Saguache County Clerk and Recorder;  
Thence east to the east right of way line of Hurt Street;  
Thence south along said east right of way line to the north right of way line of E. 2<sup>nd</sup> Street;  
Thence east along said north right of way line to the west right of way line of Warden Street;  
Thence north along said west right of way line to the south right of way line of E. 1<sup>st</sup> Street;  
Thence east to the east right of way line of Warden Street;  
Thence south along said east right of way line to the north right of way line of E. 2<sup>nd</sup> Street;  
Thence east along said north right of way line to the west right of way line of Worth Street;




Thence north along said west right of way line to the south right of way line of E. 1<sup>st</sup> Street;  
Thence west along said south right of way line to the southerly extension of the west right of way line of the north/south alley immediately east of Hurt Street;  
Thence north along said southerly extension and said right of way line to the southerly boundary of the tract of land described in the special warranty deed recorded May 7, 2005, Reception No. 358625 in the records of the Saguache County Clerk and Recorder;  
Thence westerly along said southerly boundary and its westerly extension to the west right of way line of N. Broadway Street;  
Thence north along said west right of way line to the point of beginning.

DRAFT

# Proposed Urban Renewal Plan Area

## EXHIBIT B MAP



-  Center Town Limits 2021
-  North 90 Annexation
-  Center Urban Renewal Plan Area

