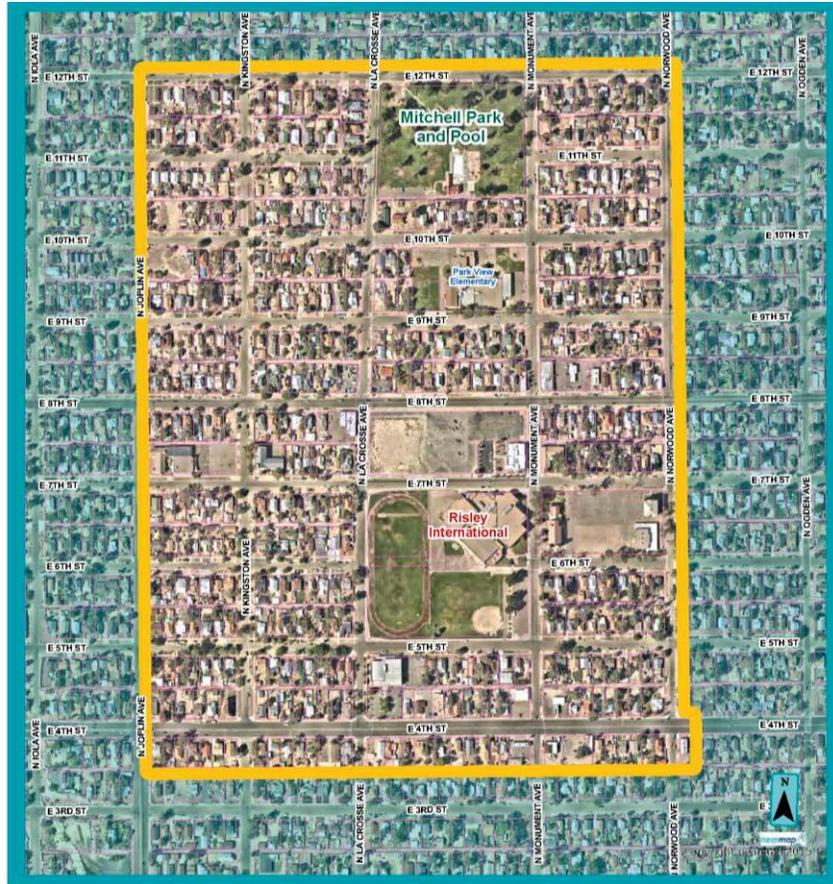


# PUEBLO

URBAN RENEWAL  
AUTHORITY



## Mitchell Park South Plan

September 17, 2021

Prepared by:  
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Pueblo Urban Renewal Authority

## 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 City included within the boundaries of this Urban Renewal Plan as depicted in Exhibit A and described in Exhibit B.

Authority means the Urban Renewal Authority of Pueblo, Colorado.

City means the City of Pueblo, Colorado.

City Planning means the Department of Planning & Community Development of the City of Pueblo, Colorado.

City Consolidated Plan means the City of Pueblo 2020-2024 Consolidated Plan, approved June 14, 2021, by Ordinance No. 9951.

Comprehensive Plan means the Pueblo Comprehensive Plan adopted in 2002, as amended.

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 this Plan.

## II. INTRODUCTION

The purpose of this Plan is to implement those provisions of the Comprehensive Plan and the City Strategic Plan that apply to the Urban Renewal Area. The provisions of this Plan are intended to help provide important services to the Area, attract private investment, eliminate and prevent conditions of blight, promote redevelopment and rehabilitation of the urban renewal area, utilize underdeveloped land, and leverage public investment and funding mechanisms to promote redevelopment and rehabilitation, 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 City Council of the City 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.

## III. URBAN RENEWAL AREA BOUNDARIES

An urban renewal plan area covering all or a portion of Newport Subdivision, Fletcher Hill Subdivision, Fletcher Hill Addition, Fletcher Hills Addition 2<sup>nd</sup>, Faris and Gartley's Addition, Dr. Owen Heights Subdivision and Winter's Addition, all in Township 20 South, Range 64 West of the Prime Meridian, County of Pueblo, State of Colorado and are generally described in Exhibit A.

The Urban Renewal Plan Area contains approximately 134 acres.

#### IV. SUMMARY OF STATUTORY CRITERIA

On July 26, 2021, Pueblo City Council approved Resolution No. 14666, instructing the Pueblo Urban Renewal Authority to conduct a blight study of the area described as the area adjacent to the Pueblo Community Health Center, Park Hill location also referred to as Mitchell Park South. Relevant conditions were researched, documented, photographed, and compared with the blight factors pursuant to the Act. The result of the survey is included in a document entitled “Mitchell Park South Conditions Survey” (the Conditions Survey) dated August 12, 2021, consisting of 15 pages, related exhibits, a description of existing conditions, and numerous photographs. The Conditions Survey is incorporated herein in its entirety by this reference.

The Conditions 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:

1. Slum, deteriorated, or deteriorating structures.
2. Predominance of defective or inadequate street layout.
3. Faulty lot layout in relation to adequacy, accessibility, size or usefulness.
4. Unsanitary or unsafe conditions.
5. Deterioration of site or other improvements.
6. Unusual topography or inadequate public improvements or utilities.
7. Conditions that endanger life or property by fire or other causes.
8. Environmental contamination of buildings or property; and
9. Substantial physical underutilization or vacancy of sites, buildings, or other improvement

#### V. 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 City, 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 implementing the Comprehensive Plan and the City Strategic 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. The Plan will implement the following provisions of the Comprehensive Plan:

1. To encourage compatible infill development consistent with the original land uses within the Area.
  2. To provide maximum opportunities for single family, detached housing rehabilitation.
  3. To promote preservation of Urban Residential land use areas where appropriately buffered from existing and future industrial uses currently allowed under existing zoning.
  4. To encourage commercial mixed use (re)development to be located within commercial corridors within the Area.
  5. To interconnect public infrastructure and neighborhood parks to stimulate a safe and walkable urban environment.
- b. The Plan will promote a balance of complementary land uses in the Area.
  - c. Implementation of the Plan will eliminate and prevent conditions of blight in the Urban Renewal Area.
  - d. Through the maximum possible participation of private enterprise and the cooperative efforts of the public sector, implementation of the Plan will eliminate and prevent economic deterioration in the Urban Renewal Area and the community at large. The Plan will promote creation of value in the Area.
  - e. The Plan will upgrade public facilities and infrastructure, access, traffic, pedestrian and bicycle circulation, public utilities, public amenities, recreation, and drainage in the Urban Renewal Area.
  - f. The Plan will help attract capital investment and new businesses, retention, and development of jobs.
  - g. The Plan will improve conditions and correct problems in the Area related to vehicular access and circulation, public utilities, drainage, environmental contamination, public safety, and public amenities.

2. Relationship to City Consolidated Plan

The Plan conforms with and is designed to implement the following strategies detailed in the City's 2020-2024 Consolidated Plan:

- a. To provide decent housing by preserving the affordable housing stock, increasing the availability of affordable housing, reducing discriminatory barriers, increasing the supply of supportive housing for those with special needs, and transitioning homeless persons and families into housing.
- b. To provide a suitable living environment through safer, more livable neighborhoods, greater integration of low- and moderate- income residents throughout the City, increased housing opportunities, and reinvestment in

deteriorating communities.

- c. To expand economic opportunities through more jobs paying self-sufficient wages, homeownership opportunities, development activities that promote long-term community viability, and the empowerment of low- and moderate- income persons to achieve self-sufficiency and build equity.

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 Urban Renewal 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 the Pueblo Municipal Code and secondary codes therein adopted by reference, and other applicable standards and regulations of the City of Pueblo (“City Regulations”). Permitted uses for properties in the Urban Renewal Area shall be those uses allowed in the City of Pueblo Land Use Code.

VI. 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.

A. 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 City Council approves, by majority vote, the use of eminent domain by the Authority in accordance with the Act and other applicable laws.

B. 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.

C. Demolition, Clearance and Site Preparation

The Authority may 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.

D. 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.

E. Public Improvements

The Authority will cooperate with the City and other public bodies to install, repair or replace necessary public infrastructure including, but not limited to, public streets, ADA accessible routes, storm water improvements outside the scope of the City Storm Water Enterprise, park and recreation amenities and multi-use recreational trails in the Area.

F. 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:

1. Compliance with the Plan and, if adopted by the Authority, the Design Guidelines and Standards and City codes and ordinances.
2. 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.

3. The financial commitments of each party (but nothing herein shall obligate the Authority to make any such financial commitment to any party or transaction).

G. 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 City 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 City, 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.

H. 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.

## VII. 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 City; 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 City, 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 City 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 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

That portion of said property 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.

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

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.

### VIII. 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.

### IX. 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.

EXHIBIT A  
LEGAL DESCRIPTION

This Urban Renewal Aea contains approximately 134 acres. The location and boundaries may be generally described as:

All of Faris and Gartley Addition to the City of Pueblo;

AND

All of Dr. Owen Heights Subdivision;

AND

All Lots of located within Blocks 1 to 9 both inclusive, and all streets and alleys adjacent thereto, Winter's Addition to the City of Pueblo;

AND

All of Lots 1 to 14 both inclusive, Block 10, and all streets and alleys adjacent thereto, Winter's Addition to the City of Pueblo;

AND

All of Lots 15 to 28 both inclusive, Block 11, and all streets and alleys adjacent thereto, Winter's Addition to the City of Pueblo;

AND

All of Lots 1 to 14 both inclusive, Block 12, and all streets and alleys adjacent thereto, Winter's Addition to the City of Pueblo;

AND

All Lots located within Blocks 91 and Block 92, and all streets and alleys adjacent thereto, Fletcher Hill Addition to the City of Pueblo;

AND

All Lots located within Blocks 101 and Block 102, and all streets and alleys adjacent thereto, Fletcher Hill Addition to the City of Pueblo;

AND

All Lots located within Blocks 109, 110, 111 and 112, and all streets and alleys adjacent thereto, Fletcher Hill Addition to the City of Pueblo;

AND

All Lots located within Blocks 119, 120, 121 and 122, and all streets and alleys adjacent thereto, Fletcher Hill Addition to the City of Pueblo;

AND

All Lots located within Blocks 131 and Block 132, and all streets and alleys adjacent thereto, Fletcher Hill Addition to the City of Pueblo;

AND

All Lots located within Blocks 131 and Block 132, and all streets and alleys adjacent thereto, Fletcher Hill Subdivision;

AND

All Lots located within Blocks 141 and Block 142, and all streets and alleys adjacent thereto, Fletcher Hill Addition to the City of Pueblo;

AND

All Lots located within Blocks 151 and Block 152, and all streets and alleys adjacent thereto, Fletcher Hill Addition to the City of Pueblo;

AND

All of Lots 1 to 28 both inclusive, Block 161, and all streets and alleys adjacent thereto, Fletcher Hill Addition to the City of Pueblo;

AND

All of Lots 1 to 20 both inclusive, Block 162, and all streets and alleys adjacent thereto, Fletcher Hill Addition to the City of Pueblo;

AND

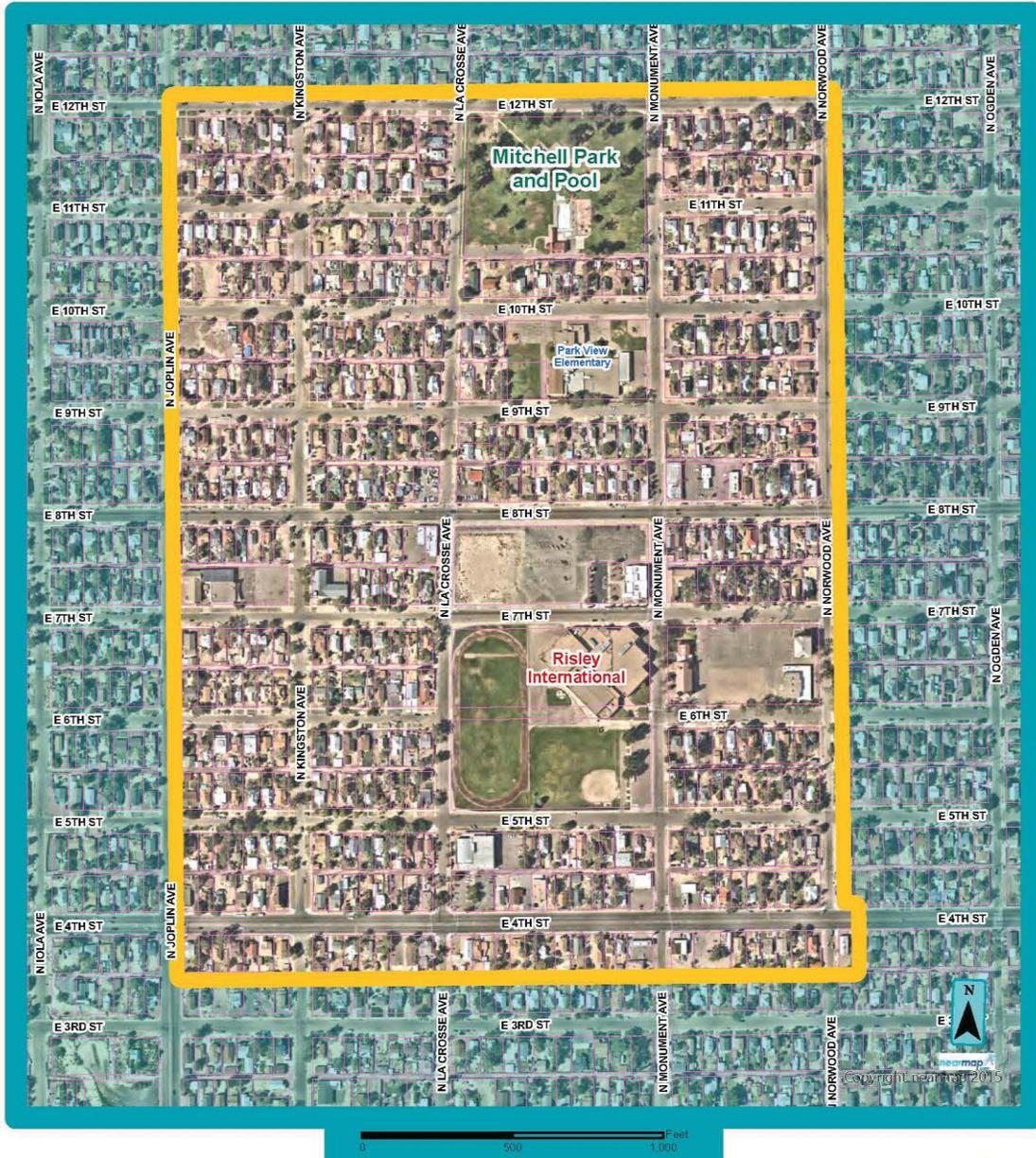
All Lots located within Blocks 82, 91, and 93, and all streets and alleys adjacent thereto, Fletcher Hill Addition to the City of Pueblo;

AND

All of Mitchel Park, and all streets and alleys adjacent thereto, Fletcher Hill Addition to the City of Pueblo.

EXHIBIT B  
MAP

# Mitchell Park South Proposed Urban Renewal Area



 Mitchell Park South  
Proposed Urban Renewal Area

