

VIRTUAL MEETING (ZOOM)

Call in: 1-253-215-8782 or 1-312-626-6799 or 1-669-900-6833 or 1-346-248-7799
Meeting ID: 837 1958 5376
Passcode: 940463

Anyone interested in making a public comment at this meeting must sign up before 5 p.m. Please arrive or log in (if attending virtually) early. Meeting room doors will open by 4:30 p.m. The virtual meeting will be open by 4:45 p.m.

REGULAR MEETING OF THE BOARD OF TRUSTEES

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROCKRIMMON LIBRARY PRESENTATION (Scott Dunkley)
- IV. PUBLIC COMMENT (*3 Minute Time Limit per Person*)
- V. REPORTS
 - A. Board Reports
 - 1. Governance Committee *Five minutes*
 - 2. Internal Affairs Committee *Five minutes*
 - 3. Public Affairs Committee *Five minutes*
 - 4. Liaison comments
 - 5. Trustee comments
 - B. Friends of the Pikes Peak Library District Report (Rita Jordan) *Five minutes* (p.3)
 - C. Pikes Peak Library District Foundation Report (Courtney Deuser) *Five minutes* (p.4)
 - D. Financial Report (Randy Green) *Five minutes* (p.5)
 - E. Public Services Report (Tammy Sayles) *Five minutes* (p.13)
 - F. Support Services Reports: Communications; Facilities; Human Resources; Information Technology; Safety, Social Services, & Security; Strategy & Innovation (p.18)
 - G. Chief Librarian and CEO Report (Teona Shainidze-Krebs) *Five minutes* (p.33)
- VI. PRESENTATIONS
 - A. Capital Outlay – 2023 Actual, 2024 Projected, 2025 Budget Wish List (Randy Green) (Preliminary Balanced Budget Presentation included for reference) (p.35)
- VII. BUSINESS ITEMS
 - A. Consent Items
 - Consent items shall be acted upon as a whole unless a specific item is called for discussion. Any item called for discussion shall be acted upon separately as “New Business”.*
 - 1. Minutes of the September 18, 2024, Board of Trustees meeting (p.59)
 - B. Unfinished Business
 - 1. DECISION 24-10-1: URA Bristow-Lowell (p.62)
 - C. New Business
 - 2. DISCUSSION: URA OneVela *Twenty minutes* (p.151)
 - 3. DECISION 24-10-2: Rockrimmon Lease (p.243)
 - 4. DECISION 24-10-3: 21c Water Main project (p.246)

5. DECISION 24-10-4: Penrose Interior Renovation (p.247)
6. DECISION 24-10-5: Resolution for Supplementary Budget - Capital Fund (p.248)
7. DECISION 24-10-6: Resolution for Supplementary Budget - Penrose Library and Library 21c
Capital Improvement (p.254)

VIII. ADJOURNMENT

The full packet of materials for this meeting of the Pikes Peak Library District Board of Trustees is available at <https://ppld.org/board-trustees>

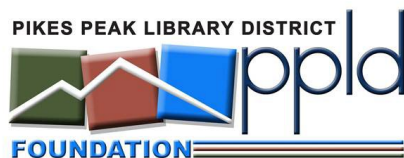
Friends of the Pikes Peak Library District OCTOBER 2024 Report

The closure of East library for two weeks impacted the sales for East Bookstore and overall total sales. Several of our Directors were travelling in September but work for the October book sale continued to be the main focus for everyone. We have “selected” our Literary Awards recipients and are waiting to hear if they will accept. Our next event after the book sale is Sip-n-Shop in December.

Sales for Sept.	(Gross)	
	Amazon	\$1,448
	eBay	\$3,866
	Web storefront	\$101
	East Bookstore	\$1,841
	Library 21C	\$2,038
	Penrose	\$515
TOTAL SALES		\$9,809

Rita Jordan, President

Friends of the Pikes Peak Library District



REPORT

Attended the Latina Voices event on September 21st at Library 21c

Updated the job description and posted the Individual Giving Coordinator position

Participated in the first ever PPLD Job Fair that was held on September 28th at Library 21c

Attended the Friends Branch Meeting on September 19th at the Fountain Library

Attended the PPLD Board of Trustees retreat that was held on September 27th

Met individually with several members of the Foundation Board to prepare for the second strategic planning meeting

Continued collaboration with Lauren Hug from HugSpeak on preparing for and executing the second strategic planning session for the Foundation Board that was held on October 10th

Met with the Communications Team to discuss updates for the new Foundation webpage

Participated in a meeting with the Leadership Team where we discussed and justified the 2025 budgeted numbers by each department

Met with Shirley Martines from the Communications team and the Indian Community of Colorado Springs to finalize endowment expectations

Finalized and approved the digital messages that Carl Bloom is producing for the 2024 year end mail campaign

Attended a webinar titled Increasing Revenue and Honoring Donor Intent: Bequest Administration Best Practices

Attended the Leadership Through Change training presented by the Employers Council

Participated in the annual PPLD Conference

Attended a meeting with Denise Abbot from the Communications Team, Melody Alvarez from the Programming Team, and Aida Richardson from Latina Voices to discuss the future of the Latina Voices program



September 30, 2024
Monthly Financial Report

Board of Trustees Meeting
October 16, 2024



Monthly Financial Report - PPLD (as a whole)
As of September 30, 2024

	<u>Revised Annual Budget</u>	<u>Year to Date Activity as of September 30, 2024</u>		
		<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
<u>REVENUES</u>				
Property Taxes (1)	35,557,471	35,257,709	37,513,802	2,256,094
Specific ownership taxes	3,500,000	2,625,000	2,235,613	(389,387)
Total Taxes	39,057,471	37,882,709	39,749,415	1,866,707
Intergovernmental - E-Rate	544,000	0	0	0
Intergovernmental - State Grant	169,766	0	0	0
Intergovernmental - AEFLA	84,002	0	0	0
Intergovernmental - IECLC	95,005	0	0	0
Intergovernmental - Other	120,000	0	0	0
Fines and fees	90,000	67,500	54,483	(13,017)
Interest income	500,000	375,000	1,051,528	676,528
Donations/fundraising	359,438	119,813	55,360	(64,453)
Miscellaneous- Copy sales	25,000	18,750	25,318	6,568
Miscellaneous- Parking lot collections	11,000	8,250	5,370	(2,880)
Miscellaneous- Other	32,962	24,722	22,376	(2,345)
Total Operating Revenue	2,031,173	614,034	1,214,435	600,401
Employee contributions	394,323	295,742	301,033	5,291
Total Other Revenue	394,323	295,742	301,033	5,291
Total Revenue	41,482,967	38,792,485	41,264,883	2,472,399
<u>EXPENDITURES</u>				
Personnel Expense	23,755,580	19,162,304	16,113,085	3,049,219
Operating Expense	15,802,885	10,359,893	9,535,015	824,878
Capital Outlay	5,569,716	2,635,673	946,669	1,689,004
Total Expenditures	45,128,181	32,157,870	26,594,769	5,563,101
Net Impact to Fund Balance	(3,645,214)	6,634,615	14,670,115	8,035,499
Unrestricted Beginning Fund Balance (2)	17,848,333	17,848,333	17,848,333	0
Ending Fund Balance (Projected)	14,203,119	24,482,948	32,518,448	8,035,499

(1) Includes Interest on Taxes and Payment in Lieu of Taxes

(2) 2023 Final Audited Unassigned Fund Balance



Monthly Financial Report - GENERAL FUND

As of September 30, 2024

	<u>Revised Annual Budget</u>	<u>Year to Date Activity as of September 30, 2024</u>		
		<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
REVENUES				
Property Taxes	30,189,870	29,935,358	31,888,923	1,953,565
Specific ownership taxes	3,500,000	2,625,000	2,235,613	(389,387)
Total Taxes	33,689,870	32,560,358	34,124,536	1,564,177
Intergovernmental	1,012,773	0	0	0
Donations/fundraising	359,438	119,813	55,360	(64,453)
Fines and fees	90,000	67,500	54,483	(13,017)
Other Operating	568,962	426,722	1,104,182	677,461
Total Operating Revenue	2,031,173	614,034	1,214,026	599,991
Total Revenue	35,721,043	33,174,393	35,338,561	2,164,169
EXPENDITURES				
Public Services Administrative	8,952,674	6,714,506	5,877,803	836,702
Programming Administration	1,781,405	1,336,053	990,863	345,190
Branch Administration	10,484,677	7,863,508	6,451,482	1,412,025
Total Public Services Expenditures	21,218,755	15,914,067	13,320,149	2,593,918
Chief Librarian and CEO Office	385,166	288,874	277,132	11,742
Support Services	7,987,469	5,990,602	5,364,839	625,763
Security	1,767,807	1,325,855	1,115,764	210,091
Finance Office	1,499,764	1,163,323	1,276,572	(113,249)
Communications Office	1,449,889	1,096,792	873,869	222,923
Development Office	366,194	274,646	174,396	100,250
Interdepartmental	913,060	684,795	669,970	14,825
Total Administration Expenditures	14,369,348	10,824,886	9,752,542	1,072,344
Designated Funds	698,565	523,924	431,706	92,218
Total Expenditures	36,286,668	27,262,876	23,504,396	3,758,480
Net Impact to Fund Balance	(565,625)	5,911,516	11,834,165	5,922,649
Unrestricted Beginning Fund Balance *	14,127,260	14,127,260	14,127,260	0
Ending Fund Balance (Projected)	13,561,635	20,038,776	25,961,425	5,922,649



Monthly Financial Report - GENERAL FUND EXPENDITURE DETAIL

As of September 30, 2024

		Year to Date Activity as of September 30, 2024			
		<u>Revised</u>			
		<u>Annual</u>			
		<u>Budget</u>	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
General Fund					
Public Services		21,218,755	15,914,067	13,320,149	2,593,918
Public Services Administrative		8,952,674	6,714,506	5,877,803	836,702
Public Services Administration		206,478	154,859	124,365	30,493
Collection Management		2,555,261	1,916,446	1,678,854	237,592
Collection Management - Library Materials		4,587,626	3,440,720	3,105,097	335,623
Regional History and Genealogy		732,530	549,398	509,392	40,006
Adult Education		870,779	653,084	460,096	192,988
Programming Administration		1,781,405	1,336,053	990,863	345,190
Branch Administration		10,484,677	7,863,508	6,451,482	1,412,025
Branch Administration		688,101	516,076	404,248	111,828
Penrose Library		1,394,894	1,046,171	834,543	211,628
East Library		1,759,926	1,319,944	1,049,719	270,225
Library 21c		1,567,829	1,175,872	982,037	193,835
Cheyenne Mountain Library		535,150	401,362	358,209	43,153
Fountain Library		414,916	311,187	252,981	58,206
High Prairie Library		425,736	319,302	271,541	47,761
Manitou Springs Library		376,370	282,277	252,236	30,042
Monument Library		602,505	451,879	403,874	48,005
Old Colorado City Library		453,902	340,426	263,891	76,535
Palmer Lake Library		-	-	-	-
Rockrimmon Library		597,615	448,212	322,216	125,996
Ruth Holley Library		461,131	345,848	290,797	55,051
Sand Creek Library		560,866	420,650	390,007	30,643
Ute Pass Library		-	-	15	(15)
Calhan Library		74,766	56,075	54,630	1,444
Mobile Library Services		492,438	369,328	310,119	59,209
The Hall @ PPLD		78,531	58,898	10,421	48,478
Administration		14,369,348	10,824,886	9,752,542	1,072,344
Chief Librarian and CEO Office		385,166	288,874	277,132	11,742



Monthly Financial Report - GENERAL FUND EXPENDITURE DETAIL

As of September 30, 2024

		Year to Date Activity as of September 30, 2024			
		<u>Revised</u>			
		<u>Annual</u>			
		<u>Budget</u>	<u>Budget</u>	<u>Actual</u>	
				<u>Variance</u>	
General Fund					
Support Services		7,987,469	5,990,602	5,364,839	625,763
Support Services Administration		180,525	135,393	109,530	25,863
Human Relations Office		782,552	586,914	495,957	90,957
Facilities		4,144,898	3,108,674	2,764,400	344,274
Facilities - District-wide		1,133,100	849,825	809,292	40,533
Facilities - Penrose Library		392,526	294,395	241,243	53,152
Facilities - East Library		245,305	183,979	165,038	18,941
Facilities - Library 21c		574,533	430,899	375,184	55,715
Facilities - Utilities / Rents		1,799,434	1,349,576	1,173,643	175,933
Information Technology		2,439,167	1,829,375	1,706,850	122,525
Strategy and Innovation		440,327	330,245	288,101	42,144
Security		1,767,807	1,325,855	1,115,764	210,091
Finance Office		1,499,764	1,163,323	1,276,572	(113,249)
Communications Office		1,449,889	1,096,792	873,869	222,923
Development Office		366,194	274,646	174,396	100,250
Interdepartmental		913,060	684,795	669,970	14,825
Interdepartmental - Other		1,513,060	1,134,795	448,070	686,725
ATTRITION SAVINGS		(600,000)	(450,000)	221,900	(671,900)
UNDESIGNATED		35,588,103	26,738,953	23,072,690	3,666,262
Designated Funds		698,565	523,924	431,706	92,218
DESIGNATED		698,565	523,924	431,706	92,218
TOTAL GENERAL FUND		36,286,668	27,262,876	23,504,396	3,758,480



Monthly Financial Report - CAPITAL PROJECTS FUND (CIP)
As of September 30, 2024

		Year to Date Activity as of September 30, 2024			
		<u>Revised Annual Budget</u>	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
<u>REVENUES</u>					
	Property Taxes	2,723,332	2,672,909	2,999,936	327,027
	Total Revenue	2,723,332	2,672,909	2,999,936	327,027
<u>EXPENDITURES</u>					
	Capital Fund- Facilities	2,120,961	1,050,152	403,439	646,713
	Capital Fund-Communication	118,429	49,932	13,375	36,557
	Capital Fund- Security	1,450,083	681,975	197,630	484,345
	Capital Fund- IT	1,773,033	833,742	235,640	598,102
	Capital Fund- Video Studio	5,000	1,875	0	1,875
	Capital Fund- Creative Services	38,419	14,407	10,593	3,814
	Capital Fund- Special Revenue Funds	63,791	3,590	3,590	0
	Total Expenditures	5,569,716	2,635,673	864,267	1,771,405
	Net Impact to Fund Balance	(2,846,384)	37,236	2,135,669	2,098,433
	Beginning Fund Balance*	2,326,293	2,326,293	2,326,293	0
	Ending Fund Balance (Projected)	(520,091)	2,363,529	4,461,962	2,098,433



Monthly Financial Report - SELF-INSURANCE FUND (SIF)
As of September 30, 2024

		Year to Date Activity as of September 30, 2024			
		<u>Revised Annual Budget</u>	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
<u>REVENUES</u>					
Property Taxes	2,644,269	2,614,834	2,624,944	10,110	
Employee contributions	394,323	262,882	301,033	38,151	
Other Revenue	0	0	410	410	
Total Revenue	3,038,592	2,877,716	2,926,386	48,670	
<u>EXPENDITURES</u>					
Personnel Expense	2,098,739	1,477,282	1,465,495	11,787	
Operating Expense	1,173,058	782,038	760,610	21,428	
Total Expenditures	3,271,797	2,259,321	2,226,106	33,215	
Net Impact to Fund Balance	(233,205)	618,395	700,281	81,886	
Beginning Net Position*	1,394,780	1,394,780	1,394,780	0	
Ending Fund Balance (Projected)	1,161,575	2,013,175	2,095,061	81,886	



2024 Budget
Budget Reconciliation

		General Fund	Capital Fund	Self-Insurance Fund	TOTAL BUDGET
REVENUE					
January 9, 2024	2024 OAB Budget Ratification	\$35,721,043	\$2,723,332	\$3,038,592	\$41,482,967
	TOTAL REVENUE	\$35,721,043	\$2,723,332	\$3,038,592	\$41,482,967
EXPENDITURES					
January 9, 2024	2024 OAB Budget Ratification	\$36,286,668	\$2,723,332	\$3,271,797	\$42,281,797
March 20, 2024	2024 OAB Budget Adjustment #1		\$2,782,593		\$2,782,593
March 20, 2024	2024 OAB Budget Adjustment #2-SRF (DPF)		\$63,791		\$63,791
	TOTAL EXPENDITURES	\$36,286,668	\$5,569,716	\$3,271,797	\$45,128,181
OTHER FINANCING SOURCES					
	TOTAL OTHER FINANCING SOURCES	\$0	\$0	\$0	\$0
TRANSFERS IN / OUT					
	TOTAL TRANSFERS IN / OUT	\$0	\$0	\$0	\$0
	Net Change in Fund Balance	(\$565,625)	(\$2,846,384)	(\$233,205)	(\$3,645,214)
	<i>Final Audited</i> Beginning Fund Balance	\$14,127,260	\$2,326,293	\$1,394,780	\$17,848,333
	<i>Projected</i> Ending Fund Balance	\$13,561,635	(\$520,091)	\$1,161,575	\$14,203,119

Public Services Report September 2024

Compliments

All Pikes Peak Writes: "Thank you so much for the amazing and insightful feedback. The judge's points are so helpful, so obvious and correct that they make me eager to go back to it and see what improvements emerge from following your advice. They also make me wonder a little how any reasonably competent writer could have missed such things. All the points made are so fundamental, and so on point. I feel like I should have noticed myself. The villain is not simply a foil but is a character himself who needs a few words of development, of course! And "of course" is my reaction to the other points made, as well. This is precisely the sort of feedback by which a writer can improve. Please convey my thanks to the judges for taking the time to write out a few words of feedback."

"Thank you so much for sharing the results of the contest. Though I didn't win a prize, it was a fun experience. At nearly 67 years of age, this is the first contest I have entered, and I am looking forward to hearing from the judges and listening to any advice they may have. Thanks again!"

Adult Education Access

The Adult Basic and Adult Secondary Education classes are going well. There are 39 Students enrolled in Math and reading classes. The English as a Second Language classes are continuing to go well despite the instructor resigning the first week of class. Student retention remains strong. Additionally, we have volunteer led Speak English groups at LI, SA, and CH.

Community Connections

Food Industry Training started on September 30th. The graduation will be on November 1st. There are 5 students in this cohort.

The Strategic Services Librarians (law, business, and non-profit) and the Career Navigator have attended multiple outreaches and events this month reaching over 176 people. Additionally, they met with 235 patrons to share PPLD and community resources.

Physical and Virtual Spaces

The Chef instructor is coordinating with Programming to bring more baking and cooking classes for the public. Some of the upcoming classes will include Roasted Autumn Squash Bisque, Pumpkin Cake Roll, and Pate Au Choix.

Staff

The Adult Education manager has continued to teach the English as a Second Language (ESL) after the resignation of the ESL instructor. Classes are going well and students are making progress. Interviews for a new instructor will proceed in the following weeks and we hope to have a full-time instructor in place by November.

Branches

Access

Each location answered the challenge to create outreach opportunities in support of Library Card Sign-up Month including the following:

- Calhan Library staff held an outreach at the Eastern Plains Community Pantry.
- High Prairie Library staff held a large storytime at the Banning Lewis Ranch House.
- Old Colorado City Library participated in West Fest at the Westside Community Center.
- Monument Library staff conducted an outreach at Wesley Owens Coffee Shop.
- Fountain Library attended the Fountain Family Fun Run and connected with several families.

Accountability

Branch managers and supervisors attended PPLD's first Job Fair and met with numerous potential applicants. They discussed PPLD's hiring process, current and upcoming job postings that might be a good fit, best practices for applying, interview preparation, and more. Branches continued to have about 50 positions vacant, but due to ongoing recruiting processes the total vacancies should decrease in October.

Communications

Old Colorado City Library hosted two tours in September. The first was of the 1904 Carnegie Library and its history, as well as current services, for a group of 9 librarians and friends traveling through Colorado. The second tour was an historic walking tour of Old Colorado City, specifically requested by library patrons.

The Sierra High School Music Production class toured Sand Creek Library. They learned how to get library cards, about some relevant library services, and experienced a sample recording session in the studio. Students recorded vocals, drums, piano, and more during their visit.

Fountain Library provided a tour to 17 people from a local organization called AIM, mostly young adults ages 18-21 who are disadvantaged for various reasons. They came to make library cards and explore what we have to offer, and learned about PPLD including Makerspaces, A/V equipment checkout and studios.

Community Connections

September means back to school! PPLD provides many services to students and educators.

- East Library did an outreach at Ridgeview Elementary's STEM event. They talked to over 250 people for over two hours and demonstrated [Ozobots](#).
- Sand Creek and Ruth Holley Libraries attended a parent's night hosted by CPCD at the Family Success Center where they interacted with 191 people and encouraged many to sign up for library cards. They were also able to conduct two Storytimes during the outreach for a total of 50 people.
- Sand Creek Library helped at the Fiestas Patrias event downtown. They were able to connect with the Spanish speaking community about PPLD resources and interacted with about 200 people during her shift. They also supported Soaring Eagles Community School's family literacy night, interacting with 191 parents and students about PPLD resources.
- The Programing Department visited nine schools and shared resources through educator's meetings, Lightning Lessons, graduate courses, and family nights. The team reached over 800 patrons.

Physical and Virtual Spaces

The East Library parking lot was completely replaced. This required East Library to be closed for two weeks, due to portions of the parking lot being closed for portions of the project. Library 21C experienced a significant increase in returns due to the East Library closure, so many East staff were redeployed to support Library 21C, and other locations.

Staff

A Library Supervisor and a Librarian attended CALCON. Most branch staff attended the Title II ADA training at LI. Several staff are completing training requirements to be a Person in Charge due to new positions they are holding.

Collection Management

Access

In September, 7625 items and 895 magazines were added to the collection.

The 2024 National Book Award longlist was released in fiction, nonfiction, poetry, young people's literature, and translated literature: <https://www.nationalbook.org/category/news/>. Missing titles were purchased for the PPLD collection in print and electronic versions. A curated list called National Book Award Longlist 2024 was created in OverDrive. As of 9/30, all but six of the 77 titles were checked out!

Efforts to promote PPLD's APPR selection *Go as a River* in Libby generated 365 holds, and the Hispanic Heritage Month list in Libby garnered 149 checkouts.

The Interlibrary Loan (ILL) team received 2,044 patron requests (borrowing material from other libraries) and 640 lending requests to share with libraries throughout Colorado and the United States for a total of 2,684 requests for September.

The Cataloging Team cataloged 1,194 titles in September. The team currently consists of two full-time and one part-time employee.

Accountability

PPLD's application for the Colorado State Grant to Libraries was submitted. Grant funds support the purchase of physical and digital titles, as well as databases.

The Collection Management budget for 2025 was reviewed and a second version that included desired funds to provide patron services was submitted. This version was done to inform PPLD Leadership Team of the full cost of those services over the reduced spending in the primary 2025 budget.

Community Connections

Ninety-three non-possession items were returned via courier/mail. A "non-possession" is an item, excluding interlibrary loan items, returned to PPLD that does not belong to our library district. If the item is owned by another library, Library staff will make every effort to return it via the Colorado Library Consortium (CLIC) courier or mail.

Physical and Virtual Spaces

Collection Management staff worked with numerous departments to support the closure of the East Library due to parking lot paving. In addition to extending hold expiration dates and patron

due dates, staff helped with communication of the closure and adjusting materials movement due to the closure.

The Circulation Services Coordinator met with the Penrose Manager and Chief Communications Officer to discuss shelving changes that will take place in the Penrose Children's area. He also worked with shelving vendors to confirm details of Manitou and Penrose shelving.

Staff

New and improved equipment arrived in September to help with the process of receiving and unpacking shipments of collection materials. The Materials Assistants receive and unpack over 400 boxes a month. New rigid, plastic pallets will decrease the chance of pallet breakage and accidents. A new electric lift table will be used to help lift boxes from the loaded pallets onto the unpacking table and decrease the chance of employee injury.

Programming

Access

Programming and Collection Management collaborated to update the Educator's Card to allow caregivers who homeschool their kindergarten children access to the Educator's Card without a letter of intent. The card is renewed annually, and the letter of intent will begin in first grade

The 2024 Voting and Elections LibGuide is available to provide a non-partisan resource with information on registering to vote and election resources. It will be regularly updated through Election Day on November 5.

All Pikes Peak Writes is an annual PPLD program for writers aged 12+. The District had 93 entries for the contest. A panel of judges read entries twice and used a standardized system to select winners.

Accountability

Programming worked with IT to determine the best subscription level to renew for our BreakoutEDU subscription. They also reached out to the anime streaming service Crunchyroll to learn about a free license for libraries. Teen programming provides regular occurring Anime Club and Escape Room programs which are a big hit!

Communications

PPLD's Homeschool services is receiving international recognition! A graduate student in Japan reached out to the Programming Department to learn more about the Homeschool Hub LibGuide. The student is using the information in her master's thesis and has communicated with libraries across the United States.

Community Connections

The Programming Department shared PPLD resources throughout the community through outreach at the Switchback's game, "Roll Out the Red Carpet" through the Pikes Peak United Way, speaking with families at Catholic Charities, Colorado Community Health Alliance, Vroom Parent Possible, the Cool Science Festival, and networking with the Success Center and touring their facility, and a collaborative meeting hosted by the Early Childhood Office of D11.

Staff

The Programming Department celebrated their first year together as a new department. While building a new department, this team worked hard to achieve a major goal. The Programming

Department launched an all-ages Program Menu and Recurring Menu to provide program options to Branches. A new standardized Program Suggestion Form is available for staff and volunteers to suggest program ideas. The Department created guidelines for all programs (recurring, early literacy core programs, book groups, senior chat programs, and makerspace programming). All of this new information can be found on the new Programming Intranet page that the team built to launch this month.

Four staff from Programming attended various conferences this month: ALSC Institute, CALCON, Colorado Assistive Technology Expo, and Creative Aging Convening.

Regional History & Genealogy

Access

Archivists ingested the oral history collection [¿De Donde Eres?](#) to Digital Collections, including videos and transcripts. Conducted between the years 2003-2005, ¿De Donde Eres? was an oral history project, comprised of 25 interviews, organized by Pikes Peak Library District's Regional History & Genealogy department to document and promote understanding of the region's Hispanic community and their many contributions to Colorado Springs. The collection includes an interview with Ken Salazar.

A TV producer of a prospective series concerning military sites, and their stories reached out concerning our Jim Bates collection. A newly digitized version of Bates' oral history was given to the producer, but not before an investigation into outmoded formats, as half of the oral history given by Bates is on U-Matic tape- a format common to TV production in the mid-to-late-twentieth century.

Accountability

Work has begun on a Collection Survey that will track all collections in the Regional History and Genealogy archives, and ultimately assist in tracking and prioritizing work in the future.

Community Connections

Archivists initiated the process to allow Plains to Peak to once again harvest metadata from Digital Collections to aggregate in both [Plains to Peaks Collective](#) and [Digital Public Library of America](#).

Regional History & Genealogy staff met with a donor this week concerning a donation of a series of urban farming videos that were done in documentary style featuring a couple who had an impressive set up near Motor City.

RH&G programming staff were interviewed by a Library Science student at the University of Nebraska- Omaha's concerning how the department produces genealogy classes. The student's professor lists PPLD as one of the three best library districts for various online programs (e.g. genealogy, author talks, etc.).

Physical and Virtual Spaces

All material and records from the old CONTENTdm platform have now been migrated to Digital Collections (Recollect). The last push of Pikes Peak NewsFinder Records is underway, including creation of new procedures for digitized materials and metadata, for the new platform. Recollect (Digital Collections) has retired their "implementation team" from the Regional History & Genealogy account and have substituted a regular Recollect representative. The Recollect representatives are very impressed with what the team has accomplished and plans to feature PPLD's recollect instance for existing and future clients.

October Communications Board Report September stats

Access

Website Statistics for September

- Total pageviews: 339,697
- New Users: 102,451
- Most visited page: ppld.org/careers

Website Redesign

- The website administrators are working to launch the newly redesigned website. Roughly 70% of the site has already been redesigned. The pages that have already been completed are being proofed by their respective departments at PPLD. The web team has received 300+ change requests that are actively being fixed.

The web team expects all webpages to be complete by the end of October. After that point, they will focus their efforts on testing, proofing, and optimizing the site for different screen sizes before our scheduled launch at the end of Q4 or beginning of Q1 2025.

Website Accessibility

- The web team continues to uphold accessibility standards on the website. Software to help streamline the process for making PDFs accessible has been purchased. We are working with other departments to determine best practices for when a PDF is needed rather than a web page. All staff received training on ADA Title II, effective communication, and digital accessibility. The next training will be Disability Etiquette which took place during PPLDCon on Mon., Oct. 7. Both trainings will be incorporated into our QuickStart process. We are also working on developing training plans focused on digital communications and document creation.

Multicultural Outreach & Accessibility

- The Indian Community of Colorado Springs (ICCS) Group will be providing a donation (endowment) to PPLD from the Diwali storytelling event they will be having in November 2024. A meeting will be set up for the second week of October to review the draft of the endowment paperwork. The funding will be used to provide equipment and enhance programs for youth with disabilities. PPLD is currently working with the Foundation to prepare the final papers for the endowment.
- PPLD is now evaluating the accessible gaming controls in the teen area and the second-floor gaming area at Library 21c to ensure that they can be used by all patrons and that the directions are accessible.
- Bins containing ADA equipment for use by patrons have been delivered to 11 libraries. The equipment in the Assistive Technology Labs at Penrose, East, and Library 21c now have the latest software on them. Key PPLD staff will be undergoing training on all the equipment and software starting the third week of October.
- Communications worked with and HR to provide Title II Accessibility Training for staff, on Sept. 27; Disability Etiquette training will be delivered on Oct. 7 to all staff.
- On Wed., Sept. 11, attended the Hispanic Luncheon with a presentation about PPLD; distributed information about PPLD as well. There were 65 attendees.
- On Sat., Sept. 14, attended Fiestas Patrias; there were 3000 (Saturday only) attendees; engaged with 379 individuals and issued 29 library cards. Talked to 179 patrons who already had a library card but provided information about the Job Fair and about visiting other libraries around the district.

Accountability

Accessibility Training

- Two required accessibility/ADA training courses have been scheduled for all staff.
 - **Title II of the ADA, Effective Communication, and Digital Accessibility** is scheduled for Fri., Sept. 27. All locations will open at 11 a.m. to accommodate this training.
 - **Disability Etiquette and Awareness** is scheduled during PPLDCon on Mon., Oct. 7.
- All staff will be required to complete both courses by the end of the year. Asynchronous training will be available for staff unable to attend in person, and the courses will be added to QuickStart as a requirement for new staff.

Communications

Media

- Number of stories – 132
- YTD stories – 902
- Library Card Sign-up Month was featured in one [KRDO](#) online article and two additional two-part segments on KXRM's Loving Living Local ([Two part 1](#), [Two part 2](#), [Three](#))
- [Our Library Limelight Column](#) discussed the benefits of having a library card and encouraged library card sign-ups during Library Card Sign-up Month.
- The story about the fence at PE appeared in four articles ([KOAA](#), [The Gazette](#), [The Gazette](#), [KRDO](#)), seven radio shows ([KRDO](#)), 10 TV broadcasts ([KOAA](#), [KOAA](#), [KRDO](#)), and one news aggregator.
- Latina Voices received media attention as well, appearing in three articles ([Pikes Peak Bulletin](#), [The Gazette](#), [The Gazette](#)) and as part of the Gazette's event list.
- Two articles ([CS Indy](#), [KKTV](#)) and two [KKTV](#) news broadcasts covered unhoused people using the Library.
- East Library's closure was covered in two articles ([The Gazette](#), [Fox21](#)), three radio broadcasts ([KRDO](#)), eight TV broadcasts ([KOAA](#), [KRDO](#)), and one news aggregator, while the reopening was covered in four TV broadcasts ([KRDO](#), [KOAA](#), [Fox21](#)).
- The job fair appeared in three articles ([The Gazette](#), [KKTV](#), [Fox21](#)), 18 TV broadcasts ([KKTV before the fair](#), [KKTV during and after](#) the fair, [Fox 21](#)), and four news aggregators.

Social Media

Facebook (Districtwide account):

- Number of posts: 41
- Total page likes: 15,200 (18 new likes)
- Total page followers: 17,082 (83 new followers)
- Engagement: 10,136 (127% increase from last month)
- Post reach: 54,438 (Number of times our content was seen)
- Clicks: 1,947
- Video minutes viewed: 2,351

Instagram:

- Content: 41 posts/videos/reels, 41 stories
- Total followers: 4,316 (56 new followers)
- Engagement: 1,383 (57% increase from prior month)

- Reach: 33,222 (number of times our content was seen) (17% increase from last month, which was itself a 308% increase from the prior month)
- Link clicks: 36

X (formerly Twitter):

- Number of posts: 39
- Total followers: 5,202
- Engagement: 33
- Impressions: 2,660 (number of times our content was seen)

LinkedIn:

- Number of posts: 11
- Total followers: 1,724 (17 new followers)
- Impressions: 31,918 (number of times our content was seen) (1,806% increase from prior month)
- Engagement: 240 (87% increase from prior month)
- Page visits: 204

Newsletter:

- Number sent (subscribers): 133,017
- Successful delivery: 120,808 (90% success rate)
- Opened: 40,899 (33% open rate) (This open rate is lower than usual)
- Clicks: 2,058 (1.7% click rate) (This is a lower click rate than usual)

NextDoor:

- Number of posts: 11
- Impressions: 192,989 (number of times our content was seen) (68% higher than last month)
- Engagement: 179

YouTube:

- Total Subscribers: 8,383 (increase of 82 subscribers)
- Total Views for September: 37,973
- Total Lifetime Views: 6,336,756

Community Connections

Outreach

- Number of September Outreaches: 20
 - Total Attendance: 16,632
 - Impressions: 8,000
 - Highlights:
 - September 12: Community Partners for Child Development (CPCD) International Literacy Celebration
 - Connected 191 children with PPLD resources and issued 14 library cards.
 - September 14: PPLD celebrated Hispanic heritage at Fiestas Patrias
 - PPLD connected with 379 attendees and issued 29 library cards as part of the Library's You Belong campaign.
 - September 14: PPLD Night with the Switchbacks
 - Connected with 6,000 fans who attended the game; 475 fans visited the PPLD booths in both the Fan Zone and Kids Zone and 29 library cards we issued.
 - Several Back to School Nights across the community

Culture Pass

- 290 Culture passes were issued to patrons in September.
- A total of 2,844 passes have been issued to date this year.
- PPLD renewed a partnership with Pikes Peak – America's Mountain to provide two daily vouchers for library patrons to visit the summit from Oct. 1 – April 30 as part of the Pikes Peak Culture Pass program.

Service

Library Card Sign-Up Month

To celebrate National Library Card Sign-Up Month in September, PPLD launched its You Belong campaign to share how there is something for everyone at the Library – everyone belongs there. Staff across the District took the campaign on the road with targeted outreaches striving to share PPLD offerings and facilitating easy library card registration. A combination of digital and paid advertising, along with staff engagement helped staff surpass our original goal of 3,000 new library cards or renewals, with a new record of 5,099!

PPLD staff led 14 outreaches supporting the You Belong campaign, which resulted in 92 new library cardholders and connected more than 8,000 people with PPLD resources at local organizations and businesses to include Eastern Plains Community Pantry, Manitou Springs First Friday Art Walk, Archery School of the Rockies, and Old Colorado City's West Fest.

PPLD celebrated Library Card Sign-Up Month at PPLD Night with the Switchbacks on Sept. 14. Evening highlights included a pre-game activation sharing how everyone can find a sense of belonging at the library. Our Library Card Sign-up Month commercial played to a packed stadium while staff engaged fans with a chance to win prizes and threw swag bags to fans in the stands. This outreach, supported by Mobile Library Services and staff across the District, highlighted PPLD offerings to more than 6,000 fans, garnered 200 entries to win the drawing, and 29 new library cardholders that night.

**Facilities Department Report
October 16, 2024**

Physical and Virtual Spaces

District Wide: The Interim Chief Facilities Management Officer, Travis Keeton, gave notice that he will be leaving PPLD October 11.

Library 21c Library Region (LI, MO, PA): There are a couple of office remodels happening at Library 21c to accommodate staffing changes.

East Library Region (EA, CA, HI, RO, RU, SA): The East Library parking project was completed by DACS and includes new concrete and asphalt work, additional speed bumps, and a one-way traffic flow.



Penrose Library Region (PE, CH, FO, MA, MLS, OL, UT): A landscape rock was thrown through a window at the Penrose lobby, but happily, no one was injured. This has been patched for now.

Facilities Master Plan: On September 27, the Pre-Final Facilities Master Plan was presented to the Board at the Board Retreat.

Monthly Facilities Statistics:

Monthly Routine Maintenance Visits	Completed
October-24	171

Demand Work Orders	Completed	Hours
October-24	144	123.69
Preventive Maintenance Work Orders		
October-24	189	235.14
Emergency On-Call		
October-24	1	3
Total Work Orders	334	361.83

- Monthly routine maintenance visits are completed weekly to all locations and allow Facilities personnel to complete work orders, inspect locations for safety issues, address minor projects, restock building supplies and meet with managers/supervisors regarding any facilities concerns. Demand work orders are submitted by library staff. Preventive Maintenance work orders are regularly scheduled tasks usually for equipment. Emergency On-call are after hours emergencies.

Human Resources Report October 2024

Accountability

In compliance with the Equal Pay for Equal Work Act, the HR Department has evaluated the practices and software systems used for setting equitable compensation and made changes that will both improve efficiency and provide considerable annual savings.

Community Connections

PPLD held its first job Fair on September 28, 2024, at Library 21c from 10 a.m. – 2 p.m. More than 15 positions were advertised at the job fair including Program Logistics Assistant, Senior Library Assistant, Library Associate, Senior Library Associate, Accounts Payable Clerk, Facilities Supervisor, Individual Giving Coordinator. Some screening interviews for qualified candidates who had the minimum required qualifications were conducted by hiring managers.

Some interesting statistics:

- 130 interested candidates attended the job fair.
- The ppld.org/careers was the most visited page for the month of September.

Staff

To equip staff with the necessary skills to offer excellent customer service to our entire community while using our physical libraries or digital resources, Human Resources worked with Communications to offer a training from Rocky Mountain ADA Center on “Title II of the ADA, Effective Communication, and Digital Accessibility” to staff on September 27.

Title II of the ADA, Effective Communication, and Digital Accessibility

Statistics:

Volunteer

September 2024	Total # of Volunteers	Total # of Hours
Adult Volunteers	138	878
Teen Volunteers	15	35
Friends of the Library	67	502

Recruitment

Recruitment / Selection Activity	September 2024
Jobs Posted	22
Newly Hired Employees	6
Promoted Employees	5
Transferred Employees	2
Separated Employees	8

Staffing

Staffing Stats	September 2024
Total Permanent Employees	

Total Active Positions



Information Technology September 2024 Monthly Report

Accountability

Section 600.9 – Acceptable Use Policy for Computers and Related Technology of the employee Personnel Policy was officially updated. IT Management will continue to review and update this policy on an annual basis moving forward.

Communications

A new messaging policy was added to the email system that will let staff know if an incoming email originated from outside of the organization. This message will pop up as a message to staff at the top of the email that will serve as an indicator to staff in case they are questioning the validity of the source of an email and also to remind them that the information they are sharing is going outside of the organization. The message shows as follows:

CAUTION: This email originated from outside of PPLD's technology network. Do not click links or open attachments unless you recognize the sender and know the content is safe. Please email ITHelpDesk@PPLD.org if you are unsure of the integrity of this message.

Community Connections

Justin Goodwin attended the [Peak Cyber Symposium](#) at The Antlers hotel in downtown Colorado Springs, taking part in many sessions and discussions with the local cybersecurity community. Justin also continues to attend the monthly [Cybersecurity First Friday](#) meetings at the National Cybersecurity Center here in Colorado Springs on Nevada Avenue. Through this monthly attendance, Justin was able to connect with a local security vendor to set up taking a class and test for the CCISO ([Certified Chief Information Security Officer](#)) certification and was successful and achieved his certification in August.

The server team attended the local Microsoft 365 Admins meeting where they gained new information on different attack vectors for Microsoft 365. They will continue to attend these meetings monthly.

Physical and Virtual Spaces

Several systems continue to be updated and hardened for cybersecurity purposes.

Adult Education received new laptops with Microsoft Intune in which they are assisting IT in running a trial program to where we are rolling out Intune, Windows 11, removing staff admin access, and getting set up on our staff software library all in one package. We hope to see this trial as successful so we can start rolling this out to all staff laptops and desktops very soon.

Assisted Penrose 2nd floor staff in cleaning and then moving all of their IT equipment to their new cubicle and desk areas.

Staff

Kelby Morris was hired as Network Systems Analyst, stepping in and taking over this role after the retirement of Lino Calica. This will create an opening for a new Technical Support Analyst of which interviews will begin in October.

Safety/Security **September 2024**

Security

Access

Charger Station Usage Totals: East 103, Fountain 213, Penrose 1782 (one station currently unable to report usage totals), High Prairie 45, Ruth Holley and Library 21c (currently unable to report usage totals though charging is still operational)

At Penrose, the Appeals Panel met with eight individuals and lifted the suspensions of three of those cases.

While investigating a disruption complaint, Sam Howard checked on study room availability to help bring the patron to a more contained area and was able to offer resources that met the needs of a community member rather than any disciplinary action.

Accountability

Security Operations Center (SOC) staff took responsibility for reviewing all Incident Reports written for the month of September, making sure they are filled out correctly and corresponding investigations are completed.

Tess Warren collaborated with Melissa Watkins to review the current Security and Safety budget, comparing actual expenses with the budget to identify discrepancies and unexpected costs. They also gathered input to ensure accurate forecasting for the department's future needs.

Communications

Two staff members reached out to Eric Scott with questions concerning the computer use policy regarding a patron's computer activities. He was able confirm policy details with Security Supervisor Sam Howard then followed up with the staff members to inform them of the policy to strengthen their policy understanding and ensure consistency.

Community Connections

Sofia Soriano, Dustin Myers, and Brandon Cedeno administered minor first aid care to an individual who had been bitten by a dog off library property but was seeking assistance at the library. Officers assisted the individual with first aid and then contacted Emergency Services, who took care of the visitor.

Security Supervisors Sam Howard, Joe Vickous, and Brien Brice attended the PPLD Job fair hosted at Library 21c. They were able to reach a wide variety of community members and potential new security officers, even communicating with patrons who weren't particularly interested in joining security but interested in security's mission and safety standards.

Security Operations Center (SOC) Supervisor Joe Vickous attended the Verkada One conference during the month of September. He was able to make connections and bring back ideas to enhance the SOC and make all PPLD more secure.

Physical and Virtual Spaces

Security staff conducted an inventory of first aid boxes, determining what had expired and what needed to be replaced for High Prairie, Calhan, Monument, Palmer Lake, Rockrimmon and Ruth Holley Libraries.

Security Operations Center (SOC) staff worked with the Information and Technology Department (IT) to maintain the operation of cameras at the Penrose Library including bringing systems that had failed back online.

Staff

North region security team had a staff training focusing on the pet policy. Security Supervisor Sam Howard led a discussion on the pet policy, the privacy policy, and sensitivity to ADA requirements and how to best accommodate patrons when dealing with an ADA specific issue.

Tess Warren created a Bridge training course titled "SP-12 Cell Phone Use" to ensure staff understand the expectations for using their company-issued phones.

Security Operations Center (SOC) Supervisor Joe Vickous created multiple trainings for the SOC. Allowing the staff to become more knowledgeable with the security systems throughout PPLD.

Safety

Access

Travis Thiele hosted an Evacuscape training focused on the safe evacuation of disabled patrons or staff in the event the building loses elevator access.

Accountability

Travis Thiele conducted five comprehensive safety audits to assess the safety protocols and conditions within our facilities to identify any potential safety hazards, ensure compliance with safety regulations, and implement corrective measures where needed. The audits revealed minimal issues, all of which were promptly addressed and corrected.

Community Connections

Travis Thiele hosted a Narcan training with primary objective to educate PPLD Security Officers, staff, and patrons on the identification and response to opioid overdoses.

Physical and Virtual Spaces

Travis Thiele completed the third quarter first aid inventory audit was successfully completed and finalized. This audit was aimed at verifying that all necessary supplies are available, properly stored, and unexpired, ensuring readiness in case of an emergency.

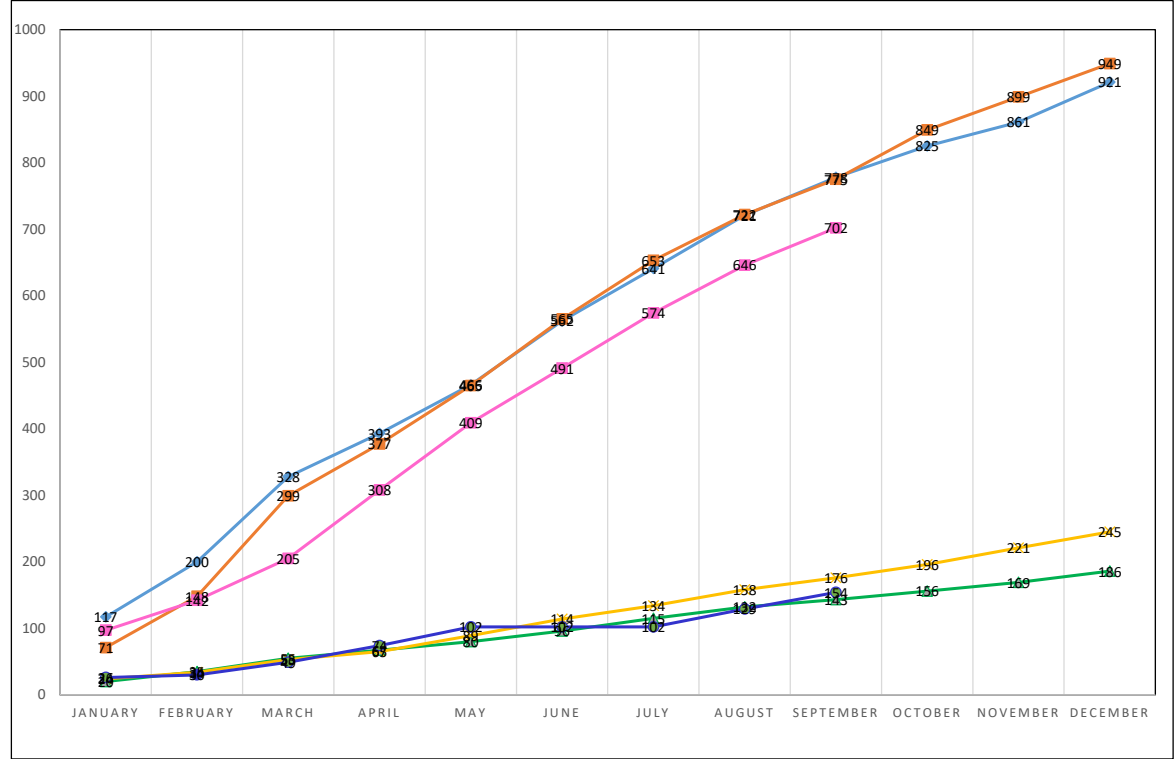
Staff

Travis Thiele conducted two fire drills at branches of the Pikes Peak Library District. These drills are part of our commitment to ensuring the safety and preparedness of staff and patrons in a fire emergency.

Report & Suspension Increasing Totals

2022 - Reports		2023 - Reports		2024 - Reports	
JANUARY	117	JANUARY	71	JANUARY	97
FEBRUARY	83	FEBRUARY	77	FEBRUARY	45
MARCH	128	MARCH	151	MARCH	63
APRIL	65	APRIL	78	APRIL	103
MAY	73	MAY	88	MAY	101
JUNE	96	JUNE	100	JUNE	82
JULY	79	JULY	88	JULY	83
AUGUST	80	AUGUST	69	AUGUST	72
SEPTEMBER	57	SEPTEMBER	53	SEPTEMBER	56
OCTOBER	47	OCTOBER	74	OCTOBER	
NOVEMBER	36	NOVEMBER	50	NOVEMBER	
DECEMBER	60	DECEMBER	50	DECEMBER	

2022 - Suspensions		2023 - Suspensions		2024 - Suspensions	
JANUARY	20	JANUARY	24	JANUARY	26
FEBRUARY	19	FEBRUARY	10	FEBRUARY	4
MARCH	21	MARCH	19	MARCH	19
APRIL	13	APRIL	12	APRIL	25
MAY	15	MAY	24	MAY	28
JUNE	18	JUNE	25	JUNE	*
JULY	26	JULY	20	JULY	*
AUGUST	18	AUGUST	24	AUGUST	27
SEPTEMBER	10	SEPTEMBER	18	SEPTEMBER	25
OCTOBER	13	OCTOBER	20	OCTOBER	
NOVEMBER	16	NOVEMBER	25	NOVEMBER	
DECEMBER	17	DECEMBER	24	DECEMBER	



* Data is being processed and will be added when complete

Reports - Location Monthly Comparison

Penrose	
JULY	23
AUGUST	34
SEPTEMBER	30

Library 21c	
JULY	13
AUGUST	13
SEPTEMBER	7

East	
JULY	17
AUGUST	6
SEPTEMBER	6

Rockrimmon	
JULY	1
AUGUST	0
SEPTEMBER	0

High Prairie	
JULY	1
AUGUST	2
SEPTEMBER	1

Calhan	
JULY	0
AUGUST	1
SEPTEMBER	0

Monument	
JULY	0
AUGUST	1
SEPTEMBER	0

Palmer Lake	
JULY	0
AUGUST	0
SEPTEMBER	0

Ruth Holley	
JULY	14
AUGUST	5
SEPTEMBER	4

Sand Creek	
JULY	5
AUGUST	1
SEPTEMBER	1

Fountain	
JULY	2
AUGUST	0
SEPTEMBER	0

Cheyenne Mountain	
JULY	1
AUGUST	1
SEPTEMBER	0

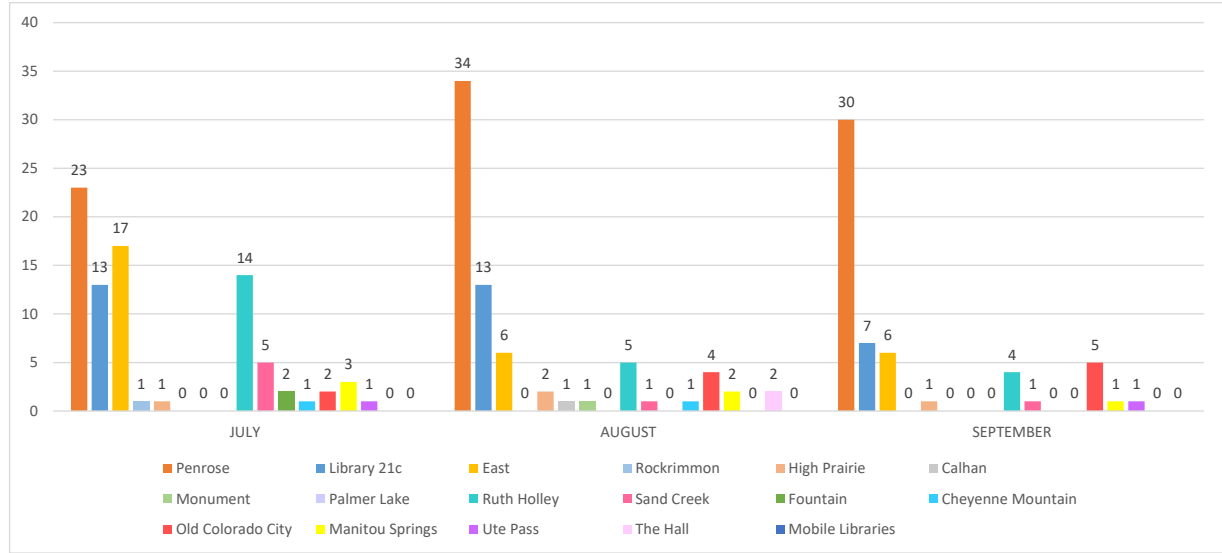
Old Colorado City	
JULY	2
AUGUST	4
SEPTEMBER	5

Manitou Springs	
JULY	3
AUGUST	2
SEPTEMBER	1

Ute Pass	
JULY	1
AUGUST	0
SEPTEMBER	1

The Hall	
JULY	0
AUGUST	2
SEPTEMBER	0

Mobile Libraries	
JULY	0
AUGUST	0
SEPTEMBER	0



Suspensions - Location Monthly Comparison

Penrose	
JULY	*
AUGUST	20
SEPTEMBER	19

Library 21c	
JULY	*
AUGUST	2
SEPTEMBER	3

East	
JULY	*
AUGUST	1
SEPTEMBER	1

Rockrimmon	
JULY	*
AUGUST	0
SEPTEMBER	0

High Prairie	
JULY	*
AUGUST	0
SEPTEMBER	1

Calhan	
JULY	*
AUGUST	0
SEPTEMBER	0

Monument	
JULY	*
AUGUST	0
SEPTEMBER	0

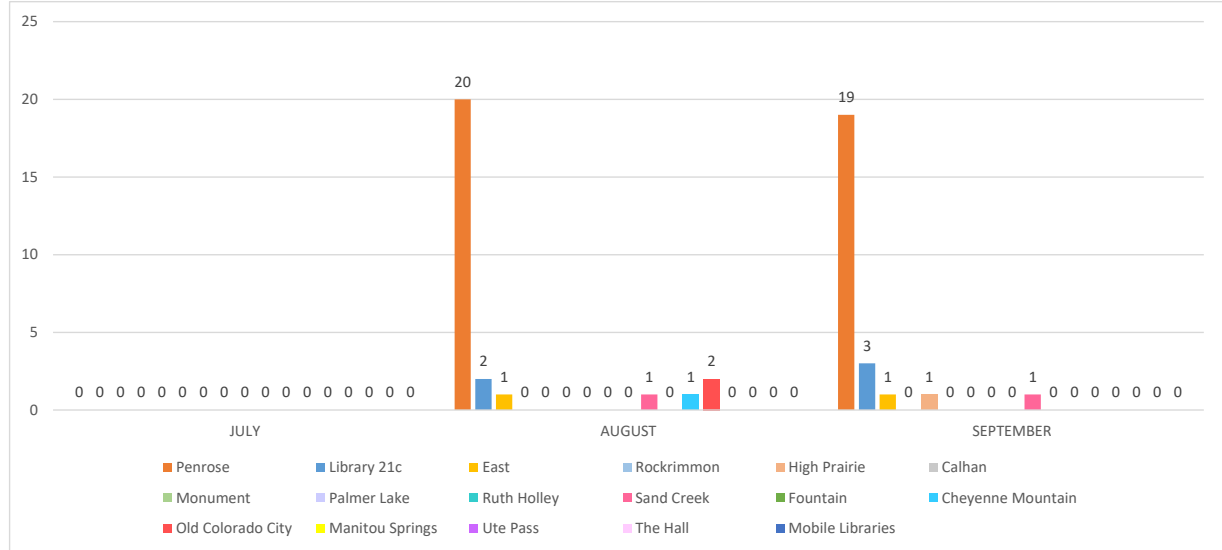
Palmer Lake	
JULY	*
AUGUST	0
SEPTEMBER	0

Ruth Holley	
JULY	*
AUGUST	0
SEPTEMBER	0

Sand Creek	
JULY	*
AUGUST	1
SEPTEMBER	1

Manitou Springs	
JULY	*
AUGUST	0
SEPTEMBER	0

Ute Pass	
JULY	*
AUGUST	0
SEPTEMBER	0



* Data is being processed and will be added when complete

Fountain	
JULY	*
AUGUST	0
SEPTEMBER	0

Cheyenne Mountain	
JULY	*
AUGUST	1
SEPTEMBER	0

Old Colorado City	
JULY	*
AUGUST	2
SEPTEMBER	0

The Hall	
JULY	*
AUGUST	0
SEPTEMBER	0

Mobile Libraries	
JULY	*
AUGUST	0
SEPTEMBER	0

Strategy & Innovation September 2024 Monthly Report

Access

Jen Hernandez and Cameryn Broin learned how to use Ink/Stitch a free, open-source software to make embroidery designs and files. They are creating resources for patrons and staff to use this software and incorporated it into the Makerspace Training Program session on the embroidery machines.

Accountability

Becca Philipsen assisted Bryan Matthews (Programming) with some programming statistics spreadsheet issues.

Community Connections

Becca Cruz was elected as chair of the Leadership Team for Library Makers. Her term will be from September 2024-June 2025.

Dustin Booth set up cameras and audio and recorded the Latina Voices performance at Library 21c in September.

Physical and Virtual Spaces

Sarah Holland and Becca Philipsen worked with IT to finalize the setup of a SQL server, which will store library data and integrate with Power BI for data visualization and sharing.

Staff

The Makerspace Training Program continues with new staff being trained on equipment like, the laser cutter, sewing machines, Silhouettes, and embroidery machines.

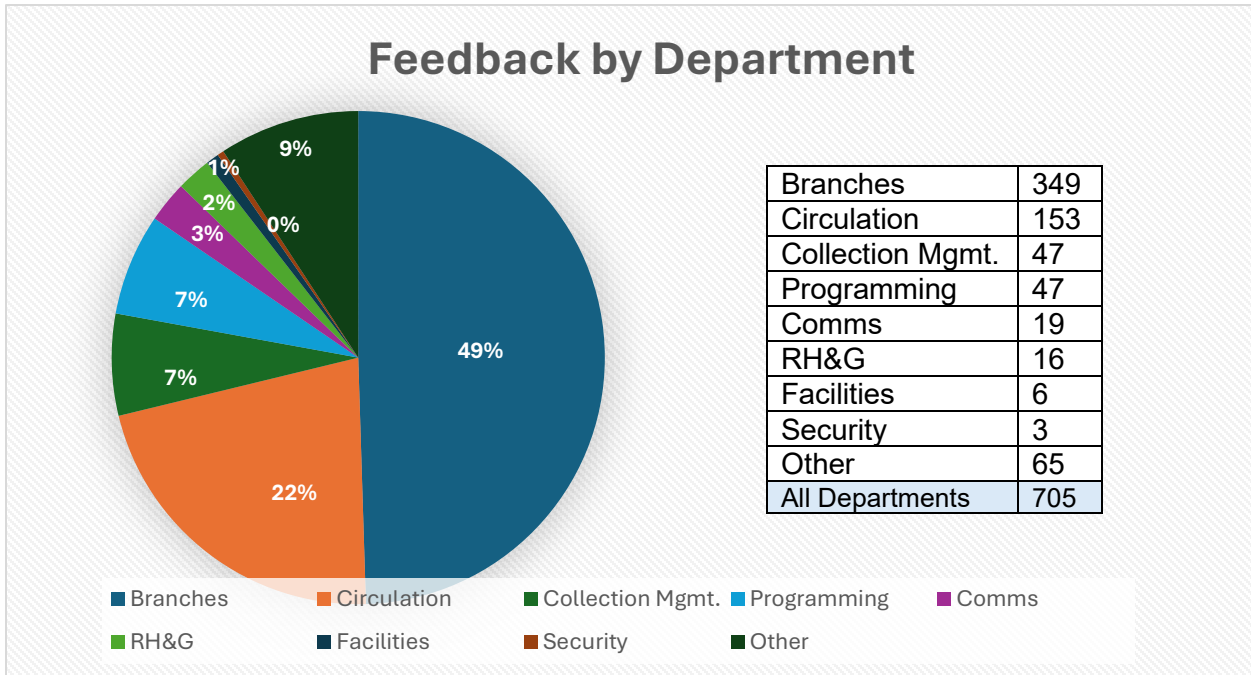
Sarah Holland and Becca Cruz attended a workshop, Influence and Persuasion in Libraries: Revamping Traditional Marketing Strategies with Social Psychology Research, hosted by the Colorado Alliance of Research Libraries titled. They learned strategies for promoting library services and addressing discomfort around persuasion tactics.

PPLD Contact Us Summary – Q3 2024

We received 705 comments via website form and comment cards from July 15 - Sept. 30, 2024.

There were 186 comments about the Facilities Master Plan, which accounted for 26% of all feedback received.

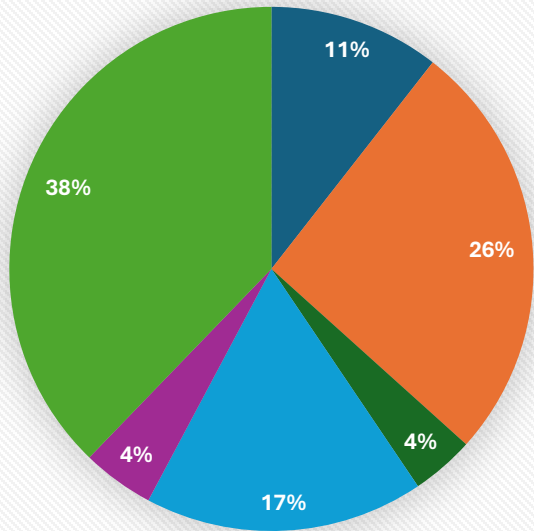
Compliments accounted for 7% of all Contact Us submissions, and complaints made up 4% of the feedback.



Feedback by Branch

CA	2	1%
CH	9	2%
EA	33	9%
FO	2	1%
HI	3	1%
LI	53	15%
MA	0	0%
MLS	9	2%
MO	3	1%
OL	4	1%
PA	0	0%
PE	30	8%
RO	190	52%
RU	4	1%
SA	3	1%
UT	4	1%
All Branches	349	100%

Circulation Feedback by Category



Library Cards	68
Claims Returned	47
Holds	31
Billing / Damaged	19
ILL	8
Fines	7
Total	180

■ Billing / Damaged ■ Claims Returned ■ Fines ■ Holds ■ ILL ■ Library Cards

This data was compiled by Communications Specialist Cindy Skaggs, who developed the submission and tracking system for public feedback through the Contact Us page on ppld.org and comment cards that are mailed in or dropped off at one of our libraries.

Cindy also responds to submissions or coordinates responses from other PPLD staff when appropriate.

This new system launched July 15, 2024. This means we are two weeks short of having data for the entire third quarter for this report.

These quarterly reports will be included in future Board packets, as well.



2025 Changes to CAPITAL OUTLAY BUDGET

	<u>2023 ACT</u>	<u>2024 EST</u>	<u>2025 OAB</u>	<u>\$ Variance</u>	<u>% Variance</u>
<u>General Fund Designated Funds - Capital Outlay</u>					
Bookmobile - Lift Gate					
Bookmobile - Install Electric Desk					
Video Production Equipment	2,497				
Food Industry Training Equipment					
IMLS Grant-IT Equipment	8,642				
TOTAL GENERAL FUND DESIGNATED FUNDS - CAPITAL OUTLAY	\$11,139	\$0	\$0	\$0	0%
<u>Special Revenue Fund - Capital Outlay</u>					
Designated Purpose Fund - High Prairie					
Build Outdoor Pavilion					
Build Outdoor Play Space					
TOTAL SPECIAL REVENUE FUND - CAPITAL OUTLAY	\$0	\$0	\$0	\$0	0%
<u>Capital Project Fund - Capital Outlay</u>					
Capital Reserve- Facilities					
Bookmobile					
Bookmobile Build	256,367				
	\$256,367	\$0	\$0	\$0	0%
Calhan					
	\$0	\$0	\$0	\$0	0%
Cheyenne Mountain					
FMP CH Rusted Stub Out			5,100		
	\$0	\$0	\$5,100	\$5,100	
District-wide					
Dw Concrete Replacement	6,380				
MO Auto Door Openers	7,500				
MO Older 2 Doors Front	3,764				
PA Auto Door Openers	3,731				
UT Install Solid Door	699				
DW Annual Roof Maintenance	15,255				
DW Annual Asphalt Maintenance	39,237				
Paint Facilities Van	4,200				
Vehicle Replacement	1,193				
Vehicles Replacement	43,360				
Contingency	117,015				
21 Furniture Contingency	1,448				
Dw Concrete Replacement		8,060			
Window Screens		5,000			
Front Door Opener		-			
Contingency		5,159			
22 Concrete Replacement		3,436			
Roof Inspections		4,123			



2025 Changes to CAPITAL OUTLAY BUDGET

	<u>2023 ACT</u>	<u>2024 EST</u>	<u>2025 OAB</u>	<u>\$ Variance</u>	<u>% Variance</u>
Furniture-Contingency		5,545			
DISTRICTWIDE HVAC CONTROLLER REPLACEMENT			200,000 *		
FMP DEFERRED MAINTENANCE CA Repair and Repaint Damaged Ceiling-			5,916		
FMP HI Chrome Ceiling Fan Blades (H)			606 *		
Replace All Staff Chairs on Public Desks and Staff Workstations			30,000 *		
RH&G Stand Desk for Digitization Lab			1,100		
DW Contingency			25,000 *		
	\$243,782	\$31,322	\$272,822	\$241,500	771%
East					
Parking Lot Consultant	2,304	576			
Security Operations Center	24,440				
Improvements Other Than Bldgs	14,920				
2018 Contingency	1,570				
Contingency 2022	2,605				
21 Ea-Contingency		1,998			
Contingency		73,655			
Elevator Modernization		104,738			
Concrete Replacement			15,000 *		
Upgrade AMH to Include Sorting Capabilities			600,000		
FMP-EA Electrical Maintenance Main Switchboard			394,994		
Contingency			25,000 *		
	\$45,840	\$180,967	\$1,034,994	\$854,027	472%
Fountain					
Fo 5 Rtu'S Replacement	17,243				
Fo Remodel Staff Room	13,440				
Fo Desk Replace - Adj Height	4,944				
Fo Rtu Replacements (5)		17,672			
FMP FO Perform Disconnect Maintenance			36,261		
FO SIDWALK CRACK SEALANT			6,000		
	\$35,627	\$17,672	\$42,261	\$24,589	139%
Library 21C					
Seal Coat And Resptipe	2,000				
Initial Irrigation Repairs/Upg	25,000				
Covert Tuff To Native Grass	75,396				
Cm Meeting Room	9,675				
Bldg-Li Auto Doors Venue	7,585				
Bldg-Li Ada Ramp Venue	7,500				
Improvements Other Than Bldgs	23,000				
Replace Desk-Children'S Servic	4,982				
2022 Contingency	60,255				
Li- Fin Fac Off Buildouts		5,305			
24-21C Contingency		525			
Water Main Reroute		143,000			
Circ Office Leak			20,000 *		
Landscaping Jamboree Southside Burm			10,000		
Mudjack Hillside by Chiller Yard			12,000 *		
FMP-Spare Circuit Breaker Turn-off			140,352		
Contingency			25,000 *		
	\$215,393	\$148,830	\$207,352	\$58,522	39%
Manitou Springs - Carnegie					



2025 Changes to CAPITAL OUTLAY BUDGET

	2023 ACT	2024 EST	2025 OAB	\$ Variance	% Variance
Ma Furniture		20,795			
	\$0	\$20,795	\$0	(\$20,795)	-100%
Monument					
	\$0	\$0	\$0	\$0	0%
Old Colorado City					
Ol-Replace Carpet	3,100				
Ol-Tables&Chairs Repl Mt Rm	794				
Ol-Tables Chrg&Comp	10,132				
Ol Staff Wall Correction		3,887			
Ol Hvac Replacement/Upgrade		15,255			
OL TUCK POINTING			8,000		
FMP OL Caulk Seals on Elevator Glass			2,550		
OL LIGHTPOST REPAIR			5,000		
	\$14,026	\$19,142	\$15,550	(\$3,592)	-19%
Palmer Lake					
PA AC UNIT			1,600		
FMP- PA Unisex Restroom ADA Compliance			15,300		
	\$0	\$0	\$16,900	\$16,900	
Penrose					
Add A/C To Network Closet	15,000				
Buildings	2,967				
Buildings	19,278				
2018 Replace Existing Park Mtr	27,518				
2018 Chiller Replacement	55,000				
Adult Area Tables	5,000				
Tables & Chairs - Adults	11,007				
Service Point Chairs	2,636				
Contingency	157,089				
Land Improvement		84			
Pe Shelving Security Updates		18,386			
Pe Sec Improv- Fencing		5,000			
Pe Sec Improv-Boulders		3,029			
Land Improvement		5,753			
Garage Door Replacement		14,919			
Pe Security Improv- Architect		2,589			
Pe Signage		2,375			
Pe Security Updates- Shelving		239			
Contingency		87,331			
Contingency 2022		7,779			
Pe Fencing		7,508			
Buildings		1,532			
Programming Move To Hall		184			
Pe Furniture Replacement		33,784			
Contingency		8,346			
Penrose Interior Remodel		250,000			
Special Collections Fire Supression			840,000 *		
Sound Treatment For Hall			2,500		



2025 Changes to CAPITAL OUTLAY BUDGET

	2023 ACT	2024 EST	2025 OAB	\$ Variance	% Variance
Electrical Outlets Northeast Side Of Mezzanine			3,500		
Elevator Modernization And Badging Capabilities			40,000		
Carnegie Catwalk Weatherproofing			75,000		
Painting Artchives Room Carnegie			2,000		
Fmp- Install Cover On Meter Sockets			480,445		
Fmp-Façade Inspect/Design/Repair Exterior Wall			118,320		
Fmp-Perform Maintenance On Electrical Panels Hall			6,630		
Ceo Office Furniture Refresh			25,000 *		
Contingency			25,000 *		
	\$295,496	\$448,838	\$1,618,395	\$1,169,557	261%
Rockrimmon					
Ro Public Restroom Improvem	666				
FMP- RO ADA Improvement Entry Way			10,200		
	\$666	\$0	\$10,200	\$10,200	
Ruth Holley					
Adult Ed Adjustable Height Desk					
	\$0	\$0	\$0	\$0	0%
Sand Creek					
Sa Staff Chairs	1,526				
FMP SA Perform Panelboard Maintenance			6,732		
	\$1,526	\$0	\$6,732	\$6,732	
Ute Pass					
PAINTING UTE PASS			10000		
	\$0	\$0	\$10,000	\$10,000	
Total Capital Reserve- Facilities	\$1,108,723	\$867,566	\$3,230,306	\$2,362,740	272%
Capital Reserve-Communications					
Rhg & East Signage	1,798				
Ch Signage	4,395				
Ut-Signage	2,000				
Pe Signage Update		13,375			
PE Remodel Signs			5,000		
SA Exterior Sign			10,000		
Contingency			5,000		
EA Updating Median Sign			10,000		
UT Sign update			5,000 *		
PA Interior Signage			2,500		
Audio Visual Updates DW			125,000		
Total Capital Reserve-Communications	\$8,193	\$13,375	\$162,500	\$149,125	1115%
Capital Reserve- Security					
Security System	13,527				
21 Access Control	316,839				
21 Access Control		115,235			
21 Surveillance Cameras		100,000			
Equipment		5,364			
Access Control		19,239			
24-Security Contingency		1,283			



2025 Changes to CAPITAL OUTLAY BUDGET

	2023 ACT	2024 EST	2025 OAB	\$ Variance	% Variance
Pe Security Upgrade Hrdwre		99,970			
Equipment		34,920			
23 Pe Security Contingency		19,875			
PE Elevator Upgrades			110,000		
DW Cleaning Stations			10,000		
Fire Training System			10,000		
PE Chrome Book Kiosk			80,000		
DW IP Spreaker Project			70,000		
PE Fencing			200,000		
Total Capital Reserve- Security	\$330,366	\$395,886	\$480,000	\$84,114	100%
Capital Reserve- Information Tech (IT)					
Capital Reserve- Information Tech (It)	3,633				
Zebra Printer	4,347				
Receipt Printers	38,307	1,890			
21 Computer Refresh Staff	101,415	1,061			
21 Computer Refresh Patron	71,189				
Awe Literacy Stations	8,618				
Cm It Scanpro	56,076				
Network Switches/Ups	1,829				
21 Cabling Infrastructure Rep	4,097				
21 Pe Admin&Staff Cabling	5,817				
Cabling Infrastructure	138,956				
Telecommunications	39,158				
Ils Peripherals	11,452				
Security Monitors 16 Locations	56,031				
Security System	36,772				
Surveillance System	86,024				
21 Av Equipment Standardizatio	22,650				
2018 Av Equip - Dw	10,000				
Hr Performance Manag Tool		16,927			
Smartnet Erate		60,104			
21 Tech Refresh Staff		20,298			
21 Tech Refresh Patrons		18,006			
Fo (1) Security Gate		15,000			
Ca (2) Security Gates		11,131			
Pa (1) Security Gate		15,000			
Mo (1) Security Gate		18,615			
23 Network Switches/Ups		37,450			
21 Cabling Infrastructure Rep		12,500			
5 Ya Gaming Pcs		10,000			
Internet service for the District.			330,000		
SmartNet technical support service for the district.			78,953		
ERate T-Mobile Hotspots			11,000		
REDUNDANT DATA CENTER PLUS STORAGE ARRAY			250,000		
Technology refresh for staff members (laptops, monitors, desktops).			133,000		
Technology refresh for patrons (includes laptops/monitors/desktops).			107,000		
UT - 1 SECURITY GATE			17,000		
CA - 1 SECURITY GATE			17,000		
FO - 1 SECURITY GATE			17,000		
Security gate for Ute Pass.			17,000		
ERATE 20 - 9300 CISCO SWITCHES			56,000		
ERATE 15 PALO ALTO FIREWALLS			80,000		
ERATE 10 APC UPS DEVICES			2,000		



2025 Changes to CAPITAL OUTLAY BUDGET

	<u>2023 ACT</u>	<u>2024 EST</u>	<u>2025 OAB</u>	<u>\$ Variance</u>	<u>% Variance</u>
New network switches and UPS devices.			30,056		
Erate - Network Switches/UPS devices.			289,643		
Erate Meraki wireless access points (WAPs).			280,000		
CABLING FOR INFRASTRUCTURE; REPLACEMENT & REPAIRS			60,000		
WIRELESS ERATE, 2023 PROJECT.			200,000		
TELEPHONE SWITCHES (PHONE SERVERS).			40,000		
IT SCAN PRO (ZEBRA PRINTER)			4,382		
Total Capital Reserve- Information Tech (IT)	\$696,372	\$237,980	\$2,020,034	\$1,782,054	749%
Capital Reserve- Strategy & Innovation					
21-3D-scanners		80			
Equipment Initiatives		4,628			
Equipment Replacement		3			
New Maker Kits		1,000			
Equipment Replacement		2,708			
2018 Contingency		2,174			
Three - GoPro Hero 12's			1,100		
Two - Z30 Cameras			1,800		
Contingency Funds			28,000		
Total Capital Reserve- Strategy & Innovation	\$0	\$10,593	\$30,900	\$20,307	192%
Capital Reserve-CFO Contingency					
CFO Contingency (for emergency use)					
Total Capital Reserve- CFO Contingency	\$0	\$0	\$0	\$0	\$0
TOTAL CAPITAL PROJECT FUND - CAPITAL OUTLAY	\$2,143,653	\$1,525,400	\$5,923,540	\$4,398,340	288%
TOTAL CAPITAL OUTLAY	\$2,154,792	\$1,525,400	\$5,923,540	\$4,398,140	288%



2025 Budget
Preliminary Balanced Budget Document

Board of Trustees Retreat Meeting
September 27, 2024



2025 Budget
Preliminary Balanced Budget Document
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2025 Original Adopted Budget

SECTION 1 - SUMMARY



2025 BUDGET CHANGES

	<u>2023 ACT</u>	<u>2024 EST</u>	<u>2025 OAB</u>	<u>Changes</u>	<u>% Change</u>
<u>REVENUES</u>					
Property Taxes	33,648,223	37,520,662	35,938,397	(1,582,265)	-4%
Specific ownership taxes	3,585,330	3,353,424	3,300,000	(53,424)	-2%
Interest on taxes	49,649	50,316	44,515	(5,801)	-12%
Payment in lieu of taxes	11,493	21,912	11,003	(10,909)	-50%
Total Taxes	37,294,695	40,946,314	39,293,915	(1,652,399)	-4%
Intergovernmental	539,718	0	360,784	360,784	100%
Donations/fundraising	676,707	105,271	605,000	499,729	475%
Other Operating Revenue	1,527,438	1,237,222	664,962	(572,259)	-46%
Total Operating Revenue	2,743,863	1,342,492	1,630,746	288,254	21%
Total Taxes and Operating Revenue	40,038,558	42,288,807	40,924,661	(1,364,145)	-3%
Employee contributions	478,374	451,680	393,533	(58,147)	-13%
Total Other Revenue	478,374	451,680	393,533	(58,147)	-13%
Total Revenue	40,516,932	42,740,487	41,318,194	(1,422,293)	-3%
<u>EXPENDITURES</u>					
Personnel Expense	21,009,501	24,258,440	25,490,925	1,232,485	5%
Operating Expense	13,697,043	16,774,269	15,304,642	(1,469,627)	-9%
Capital Outlay	4,392,215	1,636,797	522,627	(1,114,170)	-68%
Total Expenditures	39,098,759	42,669,506	41,318,194	(1,351,312)	-3%
Excess (deficiency) of Revenue over Expenditures	1,418,173	70,981	(0)	(70,981)	-100%
<u>OTHER FINANCING SOURCES (uses)</u>					
Insurance proceeds	30,249	0	0	0	0%
Transfers In/Out	0	0	0	0	0%
Total Other Financing Sources (uses)	30,249	0	0	0	0%
Net Impact to Fund Balance	1,448,422	70,981	(0)	(70,981)	-100%



2025 BUDGET SUMMARY

	General Fund	Capital Fund	Self-Insurance Fund	TOTAL BUDGET
REVENUES				
Property Taxes	33,063,987	0	2,874,410	35,938,397
Specific ownership taxes	3,300,000	0	0	3,300,000
Interest on taxes	40,981	0	3,534	44,515
Payment in lieu of taxes	11,003	0	0	11,003
Total taxes	36,415,971	0	2,877,944	39,293,915
Intergovernmental	360,784	0	0	360,784
Fines and fees	90,000	0	0	90,000
Interest income	500,000	0	0	500,000
Donations/fundraising	605,000	0	0	605,000
Miscellaneous - Copy sales	34,000	0	0	34,000
Miscellaneous - Parking lot collections	8,000	0	0	8,000
Miscellaneous - Other	32,962	0	0	32,962
Total Operating Revenue	1,630,746	0	0	1,630,746
Employee contributions	0	0	393,533	393,533
Total Other Revenue	0	0	393,533	393,533
Total Revenue	38,046,717	0	3,271,477	41,318,194
EXPENDITURES				
Personnel Expense	23,095,019	0	2,395,906	25,490,925
Operating Expense	14,091,689	0	1,212,953	15,304,642
Capital Outlay	0	522,627	0	522,627
Total Expenditures	37,186,709	522,627	3,608,858	41,318,194
Net change in fund balance	860,009	(522,627)	(337,382)	(0)
Fund balance, beginning of year	18,333,934	3,741,287	1,744,780	23,820,001
Fund balance, end of year	19,193,942	3,218,660	1,407,398	23,820,001



2025 Original Adopted Budget

SECTION 2 - REVENUE



FUND BALANCES PROJECTION

	12/31/2023		12/31/2024		12/31/2025
	Audited Fund Balances	2024 Projected Impacts	Projected Fund Balance	2025 Budget Impacts	Projected Fund Balance
Nonspendable	698,579	65,000	763,579	71,048	834,627
Restricted Fund Balance	1,456,034	51,255	1,507,289	54,464	1,561,753
Restricted General Fund	2,154,613	116,255	2,270,868	125,512	2,396,380
Assigned	481,080	(10,000)	471,080	(12,000)	459,080
Committed	1,500,000	(60,000)	1,440,000	(60,000)	1,380,000
Unassigned	14,127,260	24,726	14,151,986	806,497	14,958,482
Unrestricted General Fund	16,108,340	(45,274)	16,063,066	734,497	16,797,562
General Fund	18,262,953	70,981	18,333,934	860,009	19,193,942
Special Revenue Fund <i>(Designated Purpose Fund)</i>	63,791	(12,000)	51,791	0	51,791
Capital Reserve- Facilities	1,998,245	676,697	2,674,942	(259,433)	2,415,509
Capital Reserve-Communications	91,929	16,818	108,747	(6,448)	102,299
Capital Reserve- Security	89,382	346,527	435,909	(132,852)	303,057
Capital Reserve- IT	68,179	323,161	391,339	(123,894)	267,446
Capital Reserve- Video Studio	50,407	0	50,407	0	50,407
Capital Reserve- Creative Services	28,152	0	28,152	0	28,152
Capital	2,326,293	1,363,203	3,689,496	(522,627)	3,166,869
Self- Insurance	1,394,780	350,000	1,744,780	(337,382)	1,407,398
TOTAL FUND BALANCE	22,047,817	70,981	23,820,001	(0)	23,820,001
Less: Restricted & Special Revenue	(2,218,404)	(116,255)	(2,322,659)	(125,512)	(2,448,171)
Less: Cash Flow	(4,000,000)	0	(5,500,000)	0	(5,500,000)
AVAILABLE FUND BALANCE	15,829,413	(45,274)	15,997,342	(125,512)	15,871,830



2025 REVENUE BUDGET

	General Fund	Capital Funds	Self-Insurance Fund	2025 OAB
<u>REVENUES</u>				
Property Taxes	33,063,987	0	2,874,410	35,938,397
Specific ownership taxes	3,300,000	0	0	3,300,000
Interest on taxes	40,981	0	3,534	44,515
Payment in lieu of taxes	11,003	0	0	11,003
Total taxes	36,415,971	0	2,877,944	39,293,915
Intergovernmental - E-Rate	0	0	0	0
Intergovernmental - State Grant	159,933	0	0	159,933
Intergovernmental - AEFLA	200,851	0	0	200,851
Intergovernmental - IECLE	0	0	0	0
Intergovernmental - OTHER	0	0	0	0
Fines and fees	90,000	0	0	90,000
Interest income	500,000	0	0	500,000
Donations/fundraising	605,000	0	0	605,000
Miscellaneous - Copy sales	34,000	0	0	34,000
Miscellaneous - Parking lot collections	8,000	0	0	8,000
Miscellaneous - Proceeds from sale of assets	0	0	0	0
Miscellaneous - Other	32,962	0	0	32,962
Total Operating Revenue	1,630,746	0	0	1,630,746
Employee contributions	0	0	393,533	393,533
Total Other Revenue	0	0	393,533	393,533
TOTAL REVENUE	38,046,717	0	3,271,477	41,318,194



2025 REVENUE CHANGES BY MAJOR CATEGORY

	<u>2023 ACT</u>	<u>2024 EST</u>	<u>2025 OAB</u>	<u>Changes</u>	<u>% Change</u>
<u>REVENUES</u>					
Property Taxes	33,648,223	37,520,662	35,938,397	(1,582,265)	-4%
Specific ownership taxes	3,585,330	3,353,424	3,300,000	(53,424)	-2%
Interest on taxes	49,649	50,316	44,515	(5,801)	-12%
Payment in lieu of taxes	11,493	21,912	11,003	(10,909)	-50%
Total taxes	37,294,695	40,946,314	39,293,915	(1,652,399)	-4%
Intergovernmental - E-Rate	211,423	0	0	0	0%
Intergovernmental - State Grant	171,706	0	159,933	159,933	100%
Intergovernmental - AEFLA	57,189	0	200,851	200,851	100%
Intergovernmental - IECLE	63,043	0	0	0	0%
Intergovernmental - OTHER	36,357	0	0	0	0%
Fines and fees	72,756	79,248	90,000	10,752	14%
Interest income	1,350,575	1,100,000	500,000	(600,000)	-55%
Donations/fundraising	676,707	105,271	605,000	499,729	475%
Miscellaneous - Copy sales	36,463	33,948	34,000	52	0%
Miscellaneous - Parking lot collections	9,600	8,052	8,000	(52)	-1%
Miscellaneous - Proceeds from sale of assets	3,058	0	0	0	0%
Miscellaneous - Other	55,053	15,973	32,962	16,989	106%
Total Operating Revenue	2,743,930	1,342,492	1,630,746	288,254	21%
Total Taxes and Operating Revenue	40,038,625	42,288,807	40,924,661	(1,364,145)	-3%
Employee contributions	478,374	451,680	393,533	(58,147)	-13%
Total Other Revenue	478,374	451,680	393,533	(58,147)	-13%
<u>OTHER FINANCING SOURCES</u>					
Insurance Proceeds	30,249	0	0	0	0%
Total Other Financing Sources	30,249	0	0	0	0%
TOTAL BUDGET	40,547,248	42,740,487	41,318,194	(1,422,293)	-3%



2025 Original Adopted Budget

SECTION 3 - EXPENDITURES



2025 Changes to TOTAL EXPENDITURE BUDGET

	<u>2023 ACT</u>	<u>2024 EST</u>	<u>2025 OAB</u>	<u>Changes</u>	<u>% Change</u>
General Fund					
Public Services	18,596,099	20,670,250	21,384,058	(713,808)	-3%
Public Services Administrative	7,725,133	9,022,604	9,338,571	(315,967)	-4%
Public Services Administration	133,498	250,679	253,321	(2,642)	-1%
Collection Management	1,448,811	1,602,390	1,658,536	(56,146)	-4%
Collection Management - Library Materials	5,626,086	5,457,328	5,767,278	(309,950)	-6%
Regional History and Genealogy	112,605	851,411	797,295	54,116	6%
Adult Education	404,133	860,796	862,141	(1,345)	0%
Programming Administration	1,768,593	1,654,021	1,715,736	(61,716)	-4%
Branch Administration	9,102,373	9,993,626	10,329,751	(336,125)	-3%
Branch Administration	637,592	659,080	681,590	(22,510)	-3%
Penrose Library	1,289,648	1,439,154	1,487,584	(48,431)	-3%
East Library	1,490,991	1,701,755	1,758,187	(56,432)	-3%
Library 21c	1,332,542	1,542,777	1,592,917	(50,139)	-3%
Cheyenne Mountain Library	478,650	508,118	525,062	(16,944)	-3%
Fountain Library	355,716	392,159	404,962	(12,803)	-3%
High Prairie Library	241,015	405,136	418,579	(13,443)	-3%
Manitou Springs Library	316,206	394,294	407,176	(12,882)	-3%
Monument Library	558,709	566,263	585,052	(18,789)	-3%
Old Colorado City Library	438,262	434,991	449,495	(14,504)	-3%
Palmer Lake Library	(12)	-	-	0	0%
Rockrimmon Library	505,631	440,046	454,541	(14,495)	-3%
Ruth Holley Library	397,454	438,671	453,309	(14,638)	-3%
Sand Creek Library	479,332	545,509	563,776	(18,267)	-3%
Ute Pass Library	427	0	-	0	100%
Calhan Library	66,979	74,835	77,010	(2,176)	-3%
Mobile Library Services	439,692	449,838	470,512	(20,674)	-5%
The Hall @ PPLD	73,539	1,000	-	1,000	100%
Administration	12,251,251	15,477,037	14,943,810	533,228	3%
Chief Librarian and CEO Office	294,424	429,588	454,674	(25,086)	-6%
Support Services	6,998,098	8,040,128	8,167,155	(127,026)	-2%
Support Services Administration	32,072	180,525	145,789	34,735	19%
Human Relations Office	699,466	854,138	910,114	(55,976)	-7%
Facilities	3,816,972	4,061,634	4,123,093	(61,459)	-2%
Facilities - District-wide	1,094,037	1,133,100	1,164,500	(31,400)	-3%
Facilities - Penrose Library	359,383	370,728	386,012	(15,284)	-4%
Facilities - East Library	228,606	245,429	261,958	(16,529)	-7%
Facilities - Library 21c	533,314	507,683	534,435	(26,752)	-5%
Facilities - Utilities / Rents	1,601,632	1,804,694	1,776,188	28,506	2%
Information Technology	2,449,588	2,943,832	2,988,159	(44,327)	-2%
Information Technology	2,065,080	2,425,683	2,451,379	(25,697)	-1%
Creative Services	384,508	518,149	536,780	(18,631)	-4%
Security	1,223,457	1,780,225	1,844,430	(64,206)	-4%
Finance Office	1,361,134	1,678,349	1,699,762	(21,413)	-1%
Communications Office	1,323,019	1,525,144	1,535,372	(10,227)	-1%
Communications	985,428	1,018,536	1,103,428	(84,892)	-8%
Patron Experience	90,894	311,464	322,166	(10,701)	-3%
Multi-Cultural	246,698	195,144	109,777	85,366	44%
Development Office	368,011	367,638	189,018	178,620	49%



2025 Changes to TOTAL EXPENDITURE BUDGET

	<u>2023 ACT</u>	<u>2024 EST</u>	<u>2025 OAB</u>	<u>Changes</u>	<u>% Change</u>
Interdepartmental	683,109	1,655,965	1,053,399	602,566	36%
Interdepartmental - Other	683,109	1,655,965	1,053,399	602,566	36%
ATTRITION SAVINGS	-	-	-	-	0%
UNDESIGNATED	30,847,350	36,147,287	36,327,868	(180,581)	0%
Designated Funds (less Capital Outlay)	918,341	1,518,905	858,841	660,064	43%
DESIGNATED (less Capital Outlay)	918,341	1,518,905	858,841	660,064	43%
TOTAL GENERAL FUND	31,765,691	37,666,192	37,186,709	479,483	1%
<u>General Fund Designated Funds - Capital Outlay</u>					
Designated Fund Equipment	20,688	(0)	-	(0)	100%
GENERAL FUND DESIGNATED FUNDS-CAPITAL OUTLAY	20,688	(0)	-	(0)	100%
<u>Special Revenue Fund</u>					
Designated Purpose Fund - High Prairie	36,897	-	-	0	0%
SPECIAL REVENUE FUND-CAPITAL OUTLAY	36,897	-	-	-	0%
<u>Capital Fund</u>					
Capital Reserve- Facilities	2,286,437	812,510	259,433	553,077	68%
Capital Reserve- Communications	20,945	20,193	6,448	13,745	68%
Capital Reserve- Security	476,790	416,075	132,852	283,223	68%
Capital Reserve- Information Tech (IT)	1,546,461	388,019	123,894	264,125	68%
Capital Reserve- Video Studio	3,997	-	-	0	0%
Capital Reserve- Creative Services	-	-	-	0	0%
DELAY OF CAPITAL PROJECTS	-	-	-	-	0%
CAPITAL FUND-CAPITAL OUTLAY	4,334,630	1,636,797	522,627	1,114,170	68%
<u>Self-Insurance Fund</u>					
Self-Insured Medical	2,940,853	3,366,517	3,608,858	(242,341)	-7%
SELF INSURANCE FUND	2,940,853	3,366,517	3,608,858	(242,341)	-7%
2025 BUDGET	39,098,759	42,669,506	41,318,194	1,351,312	3%



2025 Changes to OPERATING BUDGET

	<u>2023 ACT</u>	<u>2024 EST</u>	<u>2025 OAB</u>	<u>Changes</u>	<u>% Change</u>
General Fund					
Public Services	6,029,580	6,099,795	6,313,673	(213,878)	-4%
Public Services Administrative	5,668,128	5,750,977	5,952,478	(201,501)	-4%
Public Services Administration	1,121	63,352	59,400	3,952	6%
Collection Management	-	-	-	0	0%
Collection Management - Library Materials	5,626,086	5,457,328	5,767,278	(309,950)	-6%
Regional History and Genealogy	27,164	144,070	65,500	78,570	55%
Adult Education	13,756	86,228	60,300	25,928	30%
Programming Administration	247,070	234,091	243,433	(9,341)	-4%
Branch Administration	114,382	114,726	117,762	(3,036)	-3%
Branch Administration	25,237	16,000	16,000	0	0%
Penrose Library	11,471	10,500	10,500	0	0%
East Library	5,783	20,000	20,000	0	0%
Library 21c	9,746	20,031	18,500	1,531	8%
Cheyenne Mountain Library	11,970	5,500	5,500	0	0%
Fountain Library	4,954	4,500	4,500	0	0%
High Prairie Library	1,362	1,362	1,362	0	0%
Manitou Springs Library	3,129	6,850	6,850	0	0%
Monument Library	5,047	4,850	4,850	0	0%
Old Colorado City Library	3,879	4,425	4,200	225	5%
Palmer Lake Library	(12)	-	-	0	0%
Rockrimmon Library	3,978	3,500	3,500	0	0%
Ruth Holley Library	6,618	3,500	3,500	0	0%
Sand Creek Library	8,283	6,574	6,500	74	1%
Ute Pass Library	427	0	-	0	100%
Calhan Library	722	68	-	68	100%
Mobile Library Services	11,637	6,065	12,000	(5,935)	-98%
The Hall at PPLD	150	1,000	-	1,000	100%
Administration	5,915,753	8,150,195	7,095,632	1,054,563	13%
Chief Librarian and CEO Office	11,958	32,870	44,010	(11,140)	-34%
Support Services	4,192,247	4,911,187	4,878,726	32,461	1%
Support Services Administration	-	45,000	5,500	39,500	88%
Human Relations Office	111,744	213,791	197,487	16,304	8%
Facilities	2,922,082	3,206,341	3,237,888	(31,547)	-1%
Facilities - District-wide	1,094,037	1,133,100	1,164,500	(31,400)	-3%
Facilities - Penrose Library	75,255	87,000	92,500	(5,500)	-6%
Facilities - East Library	60,463	71,300	81,700	(10,400)	-15%
Facilities - Library 21c	90,695	110,246	123,000	(12,754)	-12%
Facilities - Utilities / Rents	1,601,632	1,804,694	1,776,188	28,506	2%
Information Technology	1,138,045	1,411,763	1,401,951	9,812	1%
Strategy and Innovation	20,377	34,292	35,900	(1,608)	-5%
Security	57,437	94,048	99,000	(4,952)	-5%
Finance Office	679,109	770,832	760,345	10,487	1%



2025 Changes to OPERATING BUDGET

	<u>2023 ACT</u>	<u>2024 EST</u>	<u>2025 OAB</u>	<u>Changes</u>	<u>% Change</u>
Communications Office	437,113	500,253	475,000	25,253	5%
Communications	334,025	411,166	475,000	(63,834)	-16%
Patron Experience	-	-	-	0	0%
Multi-Cultural	103,088	89,086	-	89,086	100%
Development Office	153,633	185,040	-	185,040	100%
Interdepartmental	384,256	1,655,965	838,551	817,414	49%
UNDESIGNATED	11,945,333	14,249,989	13,409,304	840,685	6%
Designated Funds	716,034	1,331,934	682,385	649,549	49%
DESIGNATED	716,034	1,331,934	682,385	649,549	49%
TOTAL GENERAL FUND	12,661,366	15,581,923	14,091,689	1,490,234	10%
Self-Insurance Fund					
Self-Insured Medical	1,035,676	1,192,346	1,212,953	(20,607)	-2%
SELF INSURANCE FUND	1,035,676	1,192,346	1,212,953	(20,607)	-2%
TOTAL OPERATING BUDGET	13,697,043	16,774,269	15,304,642	1,469,627	9%



2025 Changes to PERSONNEL BUDGET

	<u>2023 ACT</u>	<u>2024 EST</u>	<u>2025 OAB</u>	<u>Changes</u>	<u>% Change</u>
General Fund					
Public Services	12,566,519	14,570,455	15,070,385	(499,930)	-3%
Public Services Administration	2,057,006	3,271,626	3,386,093	(114,466)	-3%
Public Services Administration	132,377	187,328	193,921	(6,594)	-4%
Collection Management	1,448,811	1,602,390	1,658,536	(56,146)	-4%
Regional History and Genealogy	85,441	707,341	731,795	(24,454)	-3%
Adult Education	390,377	774,568	801,841	(27,273)	-4%
Programming Administration	1,521,523	1,419,929	1,472,304	(52,374)	-4%
Branch Administration	8,987,991	9,878,899	10,211,989	(333,090)	-3%
Branch Administration	612,355	643,080	665,590	(22,510)	-4%
Penrose Library	1,278,177	1,428,654	1,477,084	(48,431)	-3%
East Library	1,485,208	1,681,755	1,738,187	(56,432)	-3%
Library 21c	1,322,796	1,522,746	1,574,417	(51,671)	-3%
Cheyenne Mountain Library	466,680	502,618	519,562	(16,944)	-3%
Fountain Library	350,762	387,659	400,462	(12,803)	-3%
High Prairie Library	239,653	403,774	417,217	(13,443)	-3%
Manitou Springs Library	313,077	387,444	400,326	(12,882)	-3%
Monument Library	553,663	561,413	580,202	(18,789)	-3%
Old Colorado City Library	434,382	430,566	445,295	(14,729)	-3%
Palmer Lake Library	-	-	-	-	0%
Rockrimmon Library	501,654	436,546	451,041	(14,495)	-3%
Ruth Holley Library	390,836	435,171	449,809	(14,638)	-3%
Sand Creek Library	471,049	538,934	557,276	(18,341)	-3%
Ute Pass Library	-	-	-	0	0%
Calhan Library	66,257	74,766	77,010	(2,244)	-3%
Mobile Library Services	428,055	443,772	458,512	(14,739)	-3%
The Hall @ PPLD	73,389	-	-	0	0%
Administration	6,335,498	7,326,843	7,848,178	(521,335)	-7%
Chief Librarian and CEO Office	282,466	396,718	410,664	(13,945)	-4%
Support Services	2,805,850	3,128,941	3,288,428	(159,487)	-5%
Support Services Administration	32,072	135,525	140,289	(4,765)	-4%
Human Relations Office	587,722	640,347	712,627	(72,280)	-11%
Facilities	894,890	855,293	885,205	(29,912)	-3%
Facilities - Penrose Library	284,129	283,728	293,512	(9,784)	-3%
Facilities - East Library	168,143	174,129	180,258	(6,129)	-4%
Facilities - Library 21c	442,619	397,437	411,435	(13,999)	-4%
Information Technology	927,035	1,013,920	1,049,428	(35,508)	-4%
Strategy and Innovation	364,131	483,857	500,880	(17,022)	-4%
Security	1,166,019	1,686,176	1,745,430	(59,254)	-4%
Finance Office	682,025	907,517	939,417	(31,900)	-4%
Communications Office	885,906	1,024,891	1,060,372	(35,480)	-3%
Communications	651,403	607,370	628,428	(21,059)	-3%
Patron Experience	90,894	311,464	322,166	(10,701)	-3%
Multi-Cultural	143,610	106,057	109,777	(3,720)	-4%
Development Office	214,378	182,598	189,018	(6,420)	-4%
Interdepartmental	298,853	-	214,848	(214,848)	

2025 Changes to PERSONNEL BUDGET

	<u>2023 ACT</u>	<u>2024 EST</u>	<u>2025 OAB</u>	<u>Changes</u>	<u>% Change</u>
Interdepartmental - Other	298,853	-	214,848	(214,848)	
ATTRITION SAVINGS	0	0	0	0	0%
UNDESIGNATED	18,902,017	21,897,298	22,918,563	(1,021,265)	-5%
Designated Funds	202,307	186,971	176,456	(10,515)	-6%
DESIGNATED	202,307	186,971	176,456	(10,515)	-6%
TOTAL GENERAL FUND	19,104,324	22,084,269	23,095,019	(1,031,780)	-5%
<u>Self-Insurance Fund</u>					
Self-Insured Medical	1,905,177	2,174,171	2,395,906	221,734	10%
SELF INSURANCE FUND	1,905,177	2,174,171	2,395,906	221,734	10%
TOTAL PERSONNEL BUDGET	21,009,501	24,258,440	25,490,925	(810,046)	-3%



Authorized Positions & FTE Counts

Department	Total Authorized Positions			Total Full Time Equivalents (FTEs)		
	2023 Actual	2024 Projection	2025 Budget	2023 Actual	2024 Projection	2025 Budget
Public Services	339	334	334	268.98	265.03	265.03
Public Services Administration	49	50	50	46.50	47.50	47.50
Public Services Administration	1	2	2	1.00	2.00	2.00
Collection Management	24	24	24	23.50	23.50	23.50
Regional History and Genealogy	12	13	13	10.00	11.00	11.00
Adult Education	12	11	11	12.00	11.00	11.00
Programming	23	22	22	22.50	21.50	21.50
Branches	267	262	262	199.98	196.03	196.03
Branch Administration	12	11	11	12.00	10.50	10.50
Penrose Library	38	40	40	28.13	30.13	30.13
East Library	49	47	47	35.20	34.20	34.20
Library 21c	38	38	38	29.08	29.13	29.13
Cheyenne Mountain Library	13	13	13	9.98	9.88	9.88
Fountain Library	11	11	11	7.50	7.50	7.50
High Prairie Library	11	11	11	7.75	7.75	7.75
Manitou Springs Library	10	10	10	6.80	7.20	7.20
Monument Library	16	16	16	11.95	11.85	11.85
Old Colorado City Library	10	10	10	8.30	8.20	8.20
Palmer Lake Library	0	0	0	0.00	0.00	0.00
Rockrimmon Library	14	13	13	10.70	9.50	9.50
Ruth Holley Library	12	13	13	9.00	9.50	9.50
Sand Creek Library	15	13	13	11.40	10.00	10.00
Ute Pass Library	0	0	0	0.00	0.00	0.00
Calhan Library	4	3	3	2.20	1.70	1.70
Mobile Library Services	13	13	13	9.00	9.00	9.00
The Hall @ PPLD	1	0	0	1.00	0.00	0.00
Administration	99	105	105	97.10	102.60	102.60
Chief Librarian and CEO Office	3	4	4	3.00	4.00	4.00
Support Services	40	42	42	39.75	41.25	41.25
Support Services Administration	1	1	1	1.00	1.00	1.00
Human Relations Office	7	8	8	6.75	7.75	7.75
Facilities	14	14	14	14.00	14.00	14.00
Facilities - Penrose Library	5	5	5	5.00	5.00	5.00
Facilities - East Library	3	3	3	3.00	3.00	3.00
Facilities - Library 21c	6	6	6	6.00	6.00	6.00
Information Technology	12	12	12	12.00	11.50	11.50
Strategy and Innovation	6	7	7	6.00	7.00	7.00
Security	30	30	30	29.50	29.50	29.50
Finance Office	9	12	12	9.00	12.00	12.00
Communications Office	15	15	15	13.85	13.85	13.85
Communications	10	10	10	9.25	9.25	9.25
Patron Experience	4	4	4	3.60	3.60	3.60
Multi-Cultural	1	1	1	1.00	1.00	1.00
Development Office	2	2	2	2.00	2.00	2.00
Grand Total	438	439	439	366.08	367.63	367.63



2025 Changes to CAPITAL OUTLAY BUDGET

	<u>2023 ACT</u>	<u>2024 EST</u>	<u>2025 OAB</u>	<u>Changes</u>	<u>% Change</u>
<u>General Fund Designated Funds - Capital Outlay</u>					
Bookmobile Equipment	5,594	-	-	-	0%
Video Production Equipment	4,388	(0)	-	-	0%
Food Industry Training Equipment	9,692	-	-	-	0%
IMLS Grant-IT Equipment	1,013	0	-	-	0%
GENERAL FUND DESIGNATED FUNDS - CAPITAL OUTLAY	20,688	(0)	0	0	0%
<u>Special Revenue Fund - Capital Outlay</u>					
Designated Purpose Fund - High Prairie	36,897	-	-	-	0%
SPECIAL REVENUE FUND - CAPITAL OUTLAY	36,897	0	0	0	0%
<u>Capital Fund - Capital Outlay</u>					
Capital Reserve- Facilities	2,286,437	812,510	259,433	(553,077)	-68%
Capital Reserve-Communications	20,945	20,193	6,448	(13,745)	-68%
Capital Reserve- Security	476,790	416,075	132,852	(283,223)	-68%
Capital Reserve- Information Tech (IT)	1,546,461	388,019	123,894	(264,125)	-68%
Capital Reserve- Video Studio	3,997	-	-	-	0%
Capital Reserve- Creative Services	-	-	-	-	0%
CAPITAL FUND - CAPITAL OUTLAY	4,334,630	1,636,797	522,627	(1,114,170)	-68%
		*			
TOTAL CAPITAL OUTLAY BUDGET	4,392,215	1,636,797	522,627	(1,114,170)	-68%

VIRTUAL MEETING (ZOOM)

Call in: 1-253-215-8782 or 1-312-626-6799 or 1-669-900-6833 or 1-346-248-7799
Meeting ID: 837 1958 5376
Passcode: 940463

President Dora Gonzales, Vice President Scott Taylor, Secretary/Treasurer Erin Bents, Angela Dougan, Debbie English, Aaron Salt, Julie Smyth,

Chief Librarian and CEO Teona Shainidze-Krebs, Chief Communications Officer Denise Abbott, Senior HR Director Timothy Allen, Director of Programming Melody Alvarez, Strategic Services Librarian Bridget Bruch, Assistant Director of Programming Amber Cox, Director of Strategy and Innovation Becca Cruz, Senior Director of Development and Interim Foundation Executive Director Courtney Deuser, Director of Regional History and Genealogy Michael Doherty, Interim Facilities Project Manager Scott Dunkley, Executive Assistant Laura Foster, Senior Librarian Christa Funke, Director of Branches Janina Goodwin, Chief Information Technology Officer Justin Goodwin, Chief Financial Officer Randy Green, Director of Adult Education Sandy Hancock, Strategy & Innovation Training Coordinator Jen Hernandez, Controller Kim Hoggatt, Assistant Director of Branches Gigi Holman, Penrose Library Manager Takiyah Jemison, Interim Chief Facilities Management Officer Travis Keeton, Chief Operating Officer Heather Laslie, Library 21c Manager Jennifer Luebbert, Senior Librarian Rachel Martin, Friends of the Pikes Peak Library District Board of Directors Vice President Dr. Birdie Miller, Senior Librarian Yvette Dow-Rose, Chief Public Services Officer and Deputy Chief Librarian Tammy Sayles, Internal Communications and Special Projects Manager Jeremiah Walter, Library Assistant Jacob Ward, Security Manager Tess Warren, Steve Abele, Jim Allan, Dean Boerrigter, Maureen Bridges, Joshua Campbell, Samantha Christiansen, Mary Beth Clark, Robert Clark, Sarah Dunmire, Rhona Fletcher, Toby Gannett, Jan Hall, Ruble Henderson, Kaname Kuniyuki, Maryah Lauer, Christy Milks, Connie Miller, Sue Miller, Judy Morrill, Justin Morrill, David Neville, Janet Nolan, Paul Parris, Joe Pelka, Eilex Rodriguez, Kimbra Smith, Tavinia Tucker, Buddy Van Doren, Jeanette Van Doren, Jariah Walker, Kathleen Walker, Aaron, Ally

REGULAR MEETING OF THE BOARD OF TRUSTEES

CALL TO ORDER

President Dora Gonzales called the September 18, 2024 regular meeting of the Pikes Peak Library District (PPLD) Board of Trustees to order at 5:02 p.m.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

Jacob Ward, Pikes Peak Library Workers United (PPLWU), commented on PPLD's salary structure and the difference between PPLD and Denver Public Library salaries.

Maureen Bridges provided a letter signed by 60+ members of the Golden Hills HOA Board regarding keeping the Rockrimmon Library open. Rob Hicks is the point of contact for the HOA Board of Directors. Cards from children in the community were shared with the Board.

Judy Morrill commented that no one she has spoken with was asked for input regarding the Facilities Master Plan and recommendation for closing the Rockrimmon Library branch. She mentioned ways to seek additional funding.

Janet Nolan, Friends volunteer at Rockrimmon Library, echoed other comments, and suggested the Friends support patrons as well as staff.

Rona Fletcher patron and Friends volunteer at Rockrimmon Library, does not want it to close.

Steven Abele emailed a letter to the Board in the spring concerning the homeless situation in downtown Colorado Springs and the library's attention to the homeless. Mr. Abele disagrees with providing lockers and chargers for patrons, and with fencing the Penrose campus.

Kathleen Walker commented that the library district needs to fundraise and cannot rely on taxpayer dollars. No facilities should be closed.

Joe Pelka agrees with others who spoke at this meeting and also spoke at the August meeting. He would like to know how the recommendations were developed. President Dora Gonzales stated that the Board does not respond to public comment, and that meeting minutes and related documents are available on the PPLD website.

The following candidates for the upcoming vacancy on the Board of Trustees introduced themselves: Christy Milks, Mary Beth Clark, Samantha Christiansen, Sue Miller, Ruble Henderson, Kenny Kuniyuki, Josh Campbell, Jim Allen, Tavinia Tucker, Kimbra Smith, Paul Parris. Dean Boerrigter

REPORTS

Board Reports

Governance Committee

Governance Committee Chairperson Julie Smyth shared that the committee discussed finalizing the Board retreat agenda, the onboarding process for new trustees, and reviewing legal guidance from the state.

Internal Affairs Committee

Internal Affairs Committee Chairperson Aaron Salt stated that the Bristow-Lowell URA project was presented, and that creating a committee for board policies was discussed.

Trustee comments

Aaron Salt thanked staff for planning for including the Board in the Switchbacks game staff event.

Dora Gonzales attended a few events where PPLD was represented and invited attendees to attend Latina Voices.

Friends of the Pikes Peak Library District Report

The Friends of the Pikes Peak Library District Report was included in the Board packet. Friends of the Pikes Peak Library District Vice President Birdie Miller stated that preparations are underway for the Fall Booksale scheduled for October 12 and 13, with a special event for Friends on Friday October 11. Friends will host a Sip and Shop in December as a thank you to PPLD Staff and Friends volunteers.

Pikes Peak Library District Foundation Report

The Pikes Peak Library District Foundation Report was included in the Board packet. Senior Director of Development and Interim Foundation Executive Director Courtney Deuser highlighted the following:

- Foundation is creating a Strategic Plan
- A grant was received from the El Paso County Workforce Center for staff training
- The Friends have offered to cover the cost of the change order for the New Mobile Library

Financial Report

Chief Financial Officer Randy Green reviewed the Financial Report included in the packet and is working with the Foundation on an intergovernmental distribution.

Public Services Report

The Public Services Report was included in the Board packet. Chief Public Services Officer and Deputy Chief Librarian Tammy Sayles thanked the Regional History & Genealogy staff who are referring patrons seeking the Pikes Peak News Finder to PPLD's digital resources. Collection Management is preparing for demonstrations from ILS providers who responded to the RFP, and a summary of the cost of lowering shelves at East Library has been created.

Support Services Reports: Communications Report, Facilities Report, Human Resources Report, Information Technology Report; Strategy & Innovation Report, Safety, Social Services, & Security Report

Interim Facilities Project Manager Scott Dunkley shared pictures and details of the repair of the sinkhole that formed behind the Rockrimmon Library. A concrete company was brought in by the property owner to make the repair.

The East Library paving project is on schedule and will be completed by the end of September.

Chief Librarian and CEO Report

Chief Librarian and CEO Teona Shainidze-Krebs met with Dr. Bolton of Pikes Peak State College who provided a letter of support for fencing the Penrose Library campus. A quarterly meeting with Colorado Springs Chief of Staff Jamie Fabos included discussions about the challenges of downtown Colorado Springs. A quarterly meeting with Michelle Jeske, Director of the Denver Public Library, consisted of shared budgetary challenges and the reopening of the downtown Denver Library after a two-year renovation. PPLD has joined the Urban Library Council, a valuable link to similar public library districts across the United States. The Manitou Springs Library re-opening remains on schedule. Ms. Shainidze-Krebs closed by sharing that Penrose Library was built on land gifted by the El Pomar Foundation and that a nearby library was closed due to proximity.

PRESENTATIONS

Introduction of new staff and staff promotions

Director of Strategy & Innovation Becca Cruz introduced Strategy & Innovation Training Coordinator Jen Hernandez. An employee of PPLD for ten years, Jen will be developing internal training and assisting with IT training as well.

Summer Adventure presentation

The Summer Adventure Report was included in the Board packet. Christa Funke and Rachel Martin presented on the increase in patron participation and completion of this year's Olympic themed Summer Adventure. Family participation was added this year, and prizes were donated by local businesses.

BUSINESS ITEMS

Consent Items

Minutes of the August 21, 2024, Board of Trustees meeting

The minutes were included in the Board packet and were accepted as presented.

New Business

DISCUSSION: URA Bristow-Lowell

Jariah Walker, Toby Gannett, Sarah Dunmire and David Neville presented this Urban Renewal Authority (URA) attainable housing project. Small units with more common area space are featured in this project with rents set and maintained by HUD. Anyone who is eligible, including students, is encouraged to apply.

ADJOURNMENT

There being no further business to discuss, President Dora Gonzales adjourned the regular meeting of the Pikes Peak Library District at 7:17 p.m.

A reception for Board applicants followed the meeting.

Per requirements of the Colorado Open Meetings Law (C.R.S. § 24-6-402(2)(b)), there will be no discussion of public business or formal action taken at the reception that follows the meeting.

The full packet of materials for this meeting of the Pikes Peak Library District Board of Trustees is available at

<https://ppld.org/board-trustees>

June 30, 2024

Via Email and Certified Mail, Return Receipt Requested

Pikes Peak Library District (Library 21 C)
1175 Chapel Hills Dr.
Colorado Springs, CO 80920
Attention: Randall Green, Chief Financial Officer
Teona Shainidze-Krebs, Chief Librarian and Chief Executive Officer

Re: Notice of Proposed Bristow-Lowell Urban Renewal Plan and Proposed Tax Sharing Agreement

Dear Mr. Green and Ms. Shainidze-Krebs:

The Board of Commissioners of the Colorado Springs Urban Renewal Authority (“CSURA”) is considering a proposed urban renewal project in the Lowell Neighborhood running East of Nevada Avenue and South of E. Fountain Blvd., as more particularly described in the enclosures to this letter, for the redevelopment of the site into a workforce housing residential development. As of 2016, changes to the Colorado Urban Renewal Law require the CSURA to notify the taxing entities whose incremental property taxes would be allocated pursuant to any urban renewal plan before any such plan may be approved by the City Council. The area within the proposed Bristow-Lowell Urban Renewal Plan (the “Plan”) is located within the jurisdiction of the Pikes Peak Library District (“PPLD”) and would allocate property tax increment generated by the project of taxing entities including PPLD. This letter constitutes notice of the proposed Plan pursuant to CSURA’s obligations under C.R.S. § 31-25-107(9.5)(a).

Enclosed herewith please find (i) a copy of the Tax Forecast and County Impact Report for the Bristow-Lowell Urban Renewal Area in Colorado Springs, Colorado prepared by EPS Consulting, (ii) the proposed Property Tax Increment Revenue Agreement between the CSURA and PPLD and (iii) a copy of the proposed Plan. I would like to arrange another meeting with you to discuss the proposed agreement and allocation of incremental property tax generated within the Plan area between the CSURA and PPLD. CSURA believes the implementation of the Plan would eliminate blight within the Plan area and be a significant benefit to the community by added much needed workforce housing units. Please let me know your availability to meet in the near future to discuss the Plan and the proposed agreement.

Sincerely,

Jariah Walker
Executive Director, Colorado Springs Urban Renewal Authority

Enclosures

Office: 30 South Nevada Avenue • Suite 603 • Colorado Springs, CO 80903
Mailing Address: P.O. Box 1575 • Mail Code 628 • Colorado Springs, CO 80901-1575
Phone: 719-385-5714 • Fax: 719-633-6138

PROPERTY TAX INCREMENT REVENUE AGREEMENT
(Pikes Peak Library District)
(Bristow-Lowell Urban Renewal Plan)

This Property Tax Increment Revenue Agreement (the “Agreement”) is entered into as of _____, 2024 (the “Effective Date”) by and between the COLORADO SPRINGS URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado (the “Authority”), whose address is 30 South Nevada Avenue, Colorado Springs, Colorado 80903, and the PIKES PEAK LIBRARY DISTRICT, a political subdivision of the State of Colorado (the “Library District”), whose address is 12 North Cascade Avenue, Colorado Springs, Colorado 80903. The Authority and the Library District are referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS.

The following recitals are incorporated in and made a part of this Agreement. Capitalized terms used herein and not otherwise defined are defined in Section 1 below.

A. Proposed Redevelopment. The Parties have been advised that the real property described in Exhibit A (the “Property”) lying within the corporate limits of the City of Colorado Springs, Colorado (the “City”) is being studied for designation as an urban renewal area to be redeveloped by one or more developers and/or property owner(s) as a workforce housing development that will eliminate existing blighted conditions which constitute threats to the health, safety and welfare of the community and barriers to development.

B. Urban Renewal and Tax Increment Financing. To accomplish the proposed redevelopment and to provide certain required public improvements, the Authority has recommended inclusion of the Property in a proposed urban renewal plan, entitled as the “Bristow-Lowell Urban Renewal Plan” (the “Plan” or “Urban Renewal Plan”) authorizing and utilizing tax increment financing in accordance with the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the “Act”), to pay Eligible Costs of the Improvements. The proposed Plan that includes the Property has been provided to the Library District under separate cover. The final Plan approved by the City Council of the City shall be the “Plan” for purposes of this Agreement.

C. Nature of Urban Renewal Project and Purpose of Agreement. The proposed Urban Renewal Project consists of designing, developing and constructing the Improvements (which includes paying the Eligible Costs of public improvements) necessary to serve the proposed Urban Renewal Area and to comply with §31-25-107(4)(g) of the Act that requires the Plan to afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the Urban Renewal Area by private enterprise. Approval of the Urban Renewal Plan is subject to recent legislation, including requirements imposed by HB 15-1348 for new urban renewal plans adopted after January 1, 2016.

D. Impact Report. The Authority has submitted to the Library District a copy of the Impact Report required to be submitted to El Paso County by §31-25-107(3.5) of the Act, which includes a tax forecast for the Library District.

E. Colorado Urban Renewal Law. In accordance with the Act as amended to the date of this Agreement (including the requirements of HB 15-1348 and SB 18-248), the Parties desire to enter into this Agreement to facilitate adoption of the Plan and redevelopment of the proposed Urban Renewal Area described therein. The Agreement addresses, among other things, the estimated impacts of the Urban Renewal Plan on Library District services associated solely with the Urban Renewal Plan.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants, promises and agreements of each of the Parties hereto, to be kept and performed by each of them, it is agreed by and between the Parties hereto as set forth herein.

1. DEFINITIONS. As used in this Agreement:

1.1. “Act” means the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S.

1.2. “Agreement” means this Agreement, as it may be amended or supplemented in writing. References to sections or exhibits are to this Agreement unless otherwise qualified.

1.3. “Authority” means the Party described in the Preamble to this Agreement, the Colorado Springs Urban Renewal Authority, a body corporate and politic of the State of Colorado.

1.4. “Bonds” shall have the same meaning as defined in §31-25-103 of the Act.

1.5. “City” means the Party described in Recital A to this Agreement, the City of Colorado Springs, Colorado.

1.6. “District Increment” means the portion of Property Tax Increment Revenues generated by the District’s mill levy received by the Authority from the El Paso County Treasurer and paid into the Special Fund as specified in Section 3.1.

1.7. “Duration” means the twenty-five (25) year period that the tax increment or tax allocation provisions will be in effect as specified in §31-25-107(9)(a) of the Act, the Plan, and the Impact Report.

1.8. “Eligible Costs” means those costs eligible to be paid or reimbursed from the Property Tax Increment Revenues pursuant to the Act.

1.9. “Future Mill Levy” has the meaning set forth in Section 3.2.

1.10. “Impact Report” means the impact report setting forth the burdens and benefits of the Urban Renewal Project previously submitted to the Library District.

1.11. “Improvements” means the public improvements and private improvements to be constructed on the Property pursuant to the Plan.

1.12. “Library District” means the Party described in the Preamble to this Agreement, Pikes Peak Library District, a public body corporate and political subdivision of the State of Colorado.

1.13. “Party” or “Parties” means the Authority or the Library District or both and their lawful successors and assigns.

1.14. “Plan” means the urban renewal plan defined in Recital B above.

1.15. “Project” shall have the same meaning as Urban Renewal Project.

1.16. “Property Tax Increment Revenues” means all the TIF revenues derived from ad valorem property tax levies described in §31-25-107(9)(a)(II) of the Act allocated to the Special Fund for the Duration of the Urban Renewal Project.

1.17. “Special Fund” means the fund described in the Plan and §31-25-107(9)(a)(II) of the Act into which the Property Tax Increment Revenues will be deposited.

1.18. “TIF” means the property tax increment portion of the property tax assessment roll described in §31-25-107(9)(a)(II) of the Act.

1.19. “Urban Renewal Area” means the area included in the boundaries of the Plan.

1.20. “Urban Renewal Plan” means the urban renewal plan defined in Recital B above.

1.21. “Urban Renewal Project” means all undertakings and activities, or any combination thereof, required to carry out the Urban Renewal Plan pursuant to the Act.

2. Impact Report. The Parties acknowledge and agree that the Impact Report addresses the following information and hereby make and adopt the following findings relating to the Impact Report:

(a) The Urban Renewal Project is projected to create significant new employment opportunities and other benefits as specified in the Impact Report that will benefit the Parties, the region, and the State of Colorado.

(b) The Duration of time estimated to complete the Urban Renewal Project is the twenty-five (25) year period of time specified in §31-25-107(9)(a) of the Act.

(c) The estimated annual Property Tax Increment Revenue to be generated by the Urban Renewal Project for the Duration of the Urban Renewal Project and the portion of such Property Tax Increment Revenue to be allocated to fund the Urban Renewal Project are set forth in this Agreement and the Impact Report.

(d) The nature and relative size of the revenue and other benefits expected to accrue to the City, the Library District, and other taxing entities that levy property taxes in the Urban Renewal Area are set forth in the Impact Report and include, without limitation:

- (i) The increase in base value resulting from biennial general reassessments for the Duration in accordance with §31-25-107(9)(e) of the Act;
- (ii) The benefit of improvements in the Urban Renewal Area to existing taxing entity infrastructure in accordance with §31-25-107(3.5) of the Act;
- (iii) The estimate of the impact of the Urban Renewal Project on Library District and taxing entity revenues in accordance with §31-25-107(3.5) of the Act;
- (iv) The cost of additional Library District and taxing body infrastructure and services required to serve development in the Urban Renewal Area in accordance with §31-25-107(3.5) of the Act;
- (v) The capital or operating costs of the Parties, the City, and other taxing bodies that are expected to result from the Urban Renewal Project in accordance with HB 15-1348;
- (vi) The legal limitations on the use of revenues belonging to the Parties, the City, and any taxing entity in accordance with HB 15-1348 and SB 18-248; and
- (vii) The other estimated impacts of the Urban Renewal Project on Library District and other taxing body services or revenues in accordance with §31-25-107(3.5) of the Act.

3. RETENTION OF PROPERTY TAX INCREMENT REVENUES. In compliance with the requirements of HB 15-1348 and SB 18-248, the Parties have negotiated and agreed to the sharing of Property Tax Increment Revenues as set forth herein.

3.1. District Increment Revenues. The Library District and the Authority agree that the Authority may retain and expend in furtherance of the Urban Renewal Project one hundred percent (100%) of the District Increment, commencing on the date of approval by the City of the Plan, and lasting for the Duration.

3.2. Mill Levy Allocation. If the Library District’s eligible electors approve a new or increased mill levy for any lawful purpose (“Future Mill Levy”), any revenue derived from the Future Mill Levy shall not be considered part of the District Increment. Rather, upon approval by the eligible electors of the Library District of a Future Mill Levy, the Library District shall provide notification of the same to the Authority. From the date of such notice until the Duration has expired, the Authority shall annually deduct from the Property Tax Increment Revenue it receives any revenues attributable to the Future Mill Levy, as applicable, and shall remit such revenues to the Library District.

4. PLEDGE OF PROPERTY TAX INCREMENT REVENUES. The Library District recognizes and agrees that in reliance on this Agreement and in accordance with the provisions of §31-25-109(12) of the Act, the adoption and approval of the Plan includes an irrevocable pledge of all of the Property Tax Increment Revenues, including the District Increment, to pay the Authority’s Bonds and other financial obligations in connection with the Urban Renewal Project.

The Authority has elected to apply the provisions of §11-57-208, C.R.S., to this Agreement. The Property Tax Increment Revenues, when and as received by the Authority are and shall be subject to the lien of such pledge without any physical delivery, filing, or further act and are and shall be an obligation of the Parties pursuant to §31-25-107(9) of the Act. The Parties agree that the creation, perfection, enforcement and priority of the pledge of the Property Tax Increment Revenues as provided herein shall be governed by §11-57-208, C.R.S. The lien of such pledge on the Property Tax Increment Revenues shall have priority over any of all other obligations and liabilities of the Parties with respect to the Property Tax Increment Revenues.

5. NOTIFICATION OF PROPOSED MODIFICATIONS OF THE PLAN; AGREEMENT NOT PART OF PLAN. The Authority agrees to notify the Library District of any intended modification of the Plan as required by §31-25-107(7) of the Act. This Agreement is not part of the Plan.

6. WAIVER. Except for the notices required by this Agreement, the Library District, as authorized by §31-25-107(9.5)(b) and §31-25-107(11) of the Act, hereby waives any provision of the Act that provides for notice to the Library District, requires any filing with or by the Library District, requires or permits consent from the Library District, and provides any enforcement right to the Library District for the Duration, provided, however, that the Library District shall have the right to enforce this Agreement.

7. LIMITATION OF AGREEMENT. This Agreement applies only to the District Increment, as calculated, produced, collected and paid to the Authority from the Urban Renewal Area by the El Paso County Treasurer in accordance with §31-25-107(9)(a)(II) of the Act and the rules and regulations of the Property Tax Administrator of the State of Colorado, and does not include any other revenues of the City or the Authority.

8. MISCELLANEOUS.

8.1. Delays. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God; fires; floods; earthquake; abnormal weather; strikes; labor disputes; accidents; regulation or order of civil or military authorities; shortages of labor or materials; or other causes, similar or dissimilar, including economic downturns, which are beyond the control of such Party.

8.2. Termination and Subsequent Legislation or Litigation. In the event of termination of the Plan, including its TIF financing component, the Authority may terminate this Agreement by delivering written notice to the Library District. The Parties further agree that in the event legislation is adopted or a decision by a court of competent jurisdiction after the Effective Date of this Agreement that invalidates or materially effects any provisions hereof, the Parties will in good faith negotiate for an amendment to this Agreement that most fully implements the original intent, purpose and provisions of this Agreement, but does not impair any otherwise valid contracts in effect at such time.

8.3. Entire Agreement. This instrument embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous

communications, representations, or agreements, either verbal or written, between the Parties hereto. No modification to this Agreement shall be valid unless agreed to in writing by the Parties.

8.4. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their successors in interest.

8.5. No Third-Party Enforcement. It is expressly understood and agreed that 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 undersigned Parties and nothing in this agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned Parties that any person or entity other than the undersigned Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

8.6. No Waiver of Immunities. Nothing in this Agreement shall be construed as a waiver of the rights and privileges of the Parties pursuant to the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as the same may be amended from time to time. No portion of this Agreement shall be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this agreement.

8.7. Amendment. This Agreement may be amended only by an instrument in writing signed by the Parties.

8.8. Parties not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint venturers, and no Party shall be responsible for any debt or liability of any other Party.

8.9. Interpretation. All references herein to Bonds shall be interpreted to include the incurrence of debt by the Authority in any form consistent with the definition of “Bonds” in the Act, including payment of Eligible Costs or any other lawful financing obligation.

8.10. Incorporation of Recitals and Exhibits. The provisions of the Recitals and the Exhibits attached to this Agreement are incorporated in and made a part of this Agreement.

8.11. No Assignment. No Party may assign any of its rights or obligations under this Agreement.

8.12. Section Captions. The captions of the sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

8.13. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

8.14. Governing Law. This Agreement and the provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado.

8.15. No Presumption. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

8.16. Notices. Any notice required by this Agreement shall be in writing. All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be (a) personally delivered with a written receipt of delivery; (b) sent by a nationally-recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; (c) sent by certified or registered mail, return receipt requested; or (d) sent by confirmed facsimile transmission or electronic delivery with an original copy thereof transmitted to the recipient by one of the means described in subsections (a) through (c) no later than 5 business days thereafter. All notices shall be deemed effective when actually delivered as documented in a delivery receipt; provided, however, that if the notice was sent by overnight courier or mail as aforesaid and is affirmatively refused or cannot be delivered during customary business hours by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the addressor did not have either knowledge or written notice delivered in accordance with this paragraph, then the first attempted delivery shall be deemed to constitute delivery. Each Party shall be entitled to change its address for notices from time to time by delivering to the other Party notice thereof in the manner herein provided for the delivery of notices. All notices shall be sent to the addressee at its address set forth in the Preamble to this Agreement.

8.17. Days. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to C.R.S. § 24-11-101(1), such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

8.18. Authority. The persons executing this Agreement on behalf of the Parties covenant and warrant that each is fully authorized to execute this Agreement on behalf of such Party.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Authority and the Library District have caused their duly authorized officials to execute this Agreement effective as of the Effective Date.

PIKES PEAK LIBRARY DISTRICT, a political
subdivision of the State of Colorado

By: _____
Title: _____

ATTEST:

By: _____

COLORADO SPRINGS URBAN RENEWAL
AUTHORITY, a body corporate and politic of the
State of Colorado

By: _____
Title: _____


ATTEST:

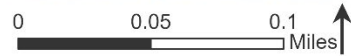
By: _____

Exhibit A

The Property



-  Bristow Lowell URA Boundary
-  Bristow Lowell URA Parcels
-  Parcel



Final Report

Bristow-Lowell Urban Renewal Plan

The Economics of Land Use



Prepared for:
Colorado Springs Urban Renewal Authority

Prepared by:
Economic & Planning Systems, Inc.

*Economic & Planning Systems, Inc.
730 17th Street, Suite 630
Denver, CO 80202-3511
303 623 3557 tel
303 623 9049 fax*

*Denver
Los Angeles
Oakland
Sacramento*

EPS #223121

June 17, 2024

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1. Introduction

Preface

This Bristow-Lowell Urban Renewal Plan ("Plan" or the "Urban Renewal Plan") has been prepared for the City of Colorado Springs, Colorado, a home rule municipal corporation of the State of Colorado (the "City"). The Plan will be carried out by the Colorado Springs Urban Renewal Authority (the "Authority" or "CSURA"), pursuant to the provisions of the Urban Renewal Law of the State of Colorado, Part 1 of Article 25 of Title 31, Colorado Revised Statutes, 1973, as amended to date (the "Act"). The administration and implementation of this Plan, including the preparation and execution of any documents implementing it, shall be performed by the Authority.

Blight Findings

Under the Act, an urban renewal area is a blighted area, as defined by the Act, and has been designated as appropriate for an urban renewal project by the City Council of the City (the "City Council"). In each urban renewal area, conditions of blight must be present, and the City Council must find that the presence of those conditions of blight substantially impair or arrest the sound growth of the municipality or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare in order for the Authority to exercise its powers.

The Bristow-Lowell Conditions Survey prepared by Economic & Planning Systems (EPS) in July 2021 ("Conditions Survey") was provided to the Authority under separate cover and demonstrates that the Bristow-Lowell Study Area ("Study Area"), as defined in the Conditions Study, is eligible to be declared a blighted area by the City Council under the Act. The Conditions Survey identified and documented 5 of the 11 blight factors present in the Study Area. A description of the blight factors and observations is presented below in Chapter 4 of this report.

Urban Renewal Area Boundaries

The Bristow-Lowell Urban Renewal Area (“URA” or “Plan Area”) is located in the City of Colorado Springs in El Paso County. The Plan Area is comprised of six parcels on approximately 5.75 acres of land and the adjacent right of way (ROW). The boundaries of the Plan Area to which this Plan applies includes parcels 1 to 3 located along East Las Animas Street with South Weber Street to the east and South Nevada Avenue to the west; South Weber Street to East Fountain Boulevard; and parcels 4 to 6 located south of East Fountain Boulevard with South Corona Street to the east and South Weber Street to the west, as illustrated in red below in **Figure 1** and more particularly described on Exhibit A attached hereto and made a part of hereof.

Figure 1. Bristow-Lowell Urban Renewal Plan Area



- Bristow Lowell URA Boundary
- Bristow Lowell URA Parcels
- Parcel



Ownership

Parcels 1-3 are owned by "QOF Lowell Commons LLC" and parcels 4-6 are owned by "Draper Commons Land Holdings LLC." Both groups are owned by the same individual and this owner anticipates being the developer for both sites, if approved.

Zoning and Land Use

All properties within the Plan Area are currently vacant with no building improvements. The Plan Area is zoned as a Planned Development Zone (PDZ). PDZs allow for a variety of land uses and encourage high quality developments that could not otherwise be achieved through the City's standard zone districts. The PDZ land use plan determines the specifically allowed residential and nonresidential land uses, and intensity and density of development. This is further described in the *Lowell Neighborhood Concept Plan* and is referenced on page 12.

In addition, parcel 4 is within Streamside Overlay Zone (SS). This overlay zone district is defined by the Colorado Springs Zoning Code as a district that "is characterized by intermittent and perennial streams which provide significant wildlife habitat, riparian vegetation, water quality protection, flood protection, open space and multiuse trail opportunities which add to the character, attractiveness and quality of life of the community." This parcel is located on the southeastern edge of the Plan Area and is planned to be kept natural with minimal improvements related to park use.

2. Definitions

Terms used in this Plan are defined below and are representative of Urban Renewal Law C.R.S. 31-25-103.

- **Act or Urban Renewal Law** – Urban Renewal Law of the State of Colorado, Colo. Rev. Stat. § 31-25-101 et seq.
- **Available Property Tax Increment Revenues** – all Property Tax Increment Revenues available pursuant to the Tax Increment Financing provisions of the Act not payable to taxing bodies pursuant to agreements, if any, with the Authority or otherwise as provided in §31-25-107(9.5) of the Act. In the event that an agreement is reached with a taxing body pursuant to § 31-25-107(9.5) of the Act after the effective date of Plan approval by the City Council, the Property Tax Increment Revenues generated by said taxing body’s mill levy shall become Available Property Tax Increment Revenues, and the addition of such revenue shall not be a substantial modification to this Plan.
- **Available Revenues** – any and all revenues available to the Authority, including, without limitation, Available Property Tax Increment Revenues, any revenues available to the Authority from Districts, or any other source that are available under this Plan or otherwise under the Act.
- **Bonds** – any bonds (including refunding bonds), notes, interim certificates or receipts, temporary bonds, certificates of indebtedness, debentures, or other obligations.
- **District (or Districts)** – means a metropolitan district which is a quasi-municipal corporation and political subdivision of the State of Colorado organized under the Colorado Special District Act, 32-1-101, et seq., C.R.S., as from time to time amended, or a business improvement district which is a quasi-municipal corporation and political subdivision of the State of Colorado organized under the Colorado Business Improvement District Act, 31-25-1201, et seq., C.R.S., as from time to time amended, or any successor District or Districts thereto as may be approved by the City.
- **Property Taxes** – means, without limitation, all levies to be made on an ad valorem basis by or for the benefit of any public body upon taxable real and personal property in the Plan Area.
- **Property Tax Increment Revenues** – the property tax revenues allocated to the Authority pursuant to §31-25-107(9) of the Act and Chapter 7 of this Plan.

- **Real property** – lands, lands under water, structures, and any and all easements, franchises, incorporeal hereditaments, and every estate and right therein, legal and equitable, including terms for years and liens by way of judgment, mortgage, or otherwise.
- **Redevelopment/Development Agreement** – one or more agreements between the Authority and developer(s) and/or property owners or such other individuals or entities as determined by the Authority to be essential to carry out the objectives of this Plan.
- **Slum area** – an area in which there is a predominance of buildings or improvements, whether residential or nonresidential, and which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire or other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime and is detrimental to the public health, safety, morals, or welfare.
- **Tax increment financing (TIF)** – the tax allocation financing as described in C.R.S. 31-25-107(9) of the Act as in effect on the date this Plan is approved by City Council.
- **Urban Renewal Authority or Authority** – a corporate body organized pursuant to the provisions of the Act for the purposes, with the powers, and subject to the restrictions set forth in the Act.
- **Urban Renewal Plan or Plan** – a plan, as it exists from time to time, for an urban renewal project, which plan conforms to a general or master plan for the physical development of the municipality as a whole and which is sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the urban renewal area, zoning and planning changes, if any, land uses, maximum densities, building requirements, and the plan's relationship to definite local objectives respecting appropriate land uses, improved traffic, public transportation, public utilities, recreational and community facilities, and other public improvements.
- **Urban Renewal Project** – undertakings and activities for the elimination and for the prevention of the development or spread of slums and blight and may involve slum clearance and redevelopment, or rehabilitation, or conservation, or any combination or part thereof, in accordance with an urban renewal plan.

3. Purpose

The purpose of this Plan is to reduce, eliminate, and prevent the spread of blight within the Plan Area through private development. The Plan sets goals to achieve this through implementing established objectives for the Plan Area and assisting with the eligible costs of redevelopment, promoting economic growth and private investment through the tools available within the context of urban renewal tools, laws, and guidelines, including, without limitation, tax increment financing (TIF).

Establishment of the Urban Renewal Area will take advantage of improving conditions and the upcoming development cycle by focusing urban renewal efforts in a small area for the duration in accordance with the mandates of the Act.

Vision

The vision of the Plan Area, as expressed by the developer, is to construct two middle-income workforce housing developments along with associated site improvements likely to include sidewalks, streetscape, landscaping, and a public park. The projects address the need for housing at the working household level that is often not addressed by new multifamily development. Both developments will include units restricted to households earning between 70% and 110% of area median income (AMI). The exact AMI levels will be determined based on market financing conditions and the average AMI for each project will be as low as reasonably possible.

Bristow Commons is proposed to be built on southern parcels 4, 5, and 6. The proposed site plan, illustrated in **Figure 2**, and concept rendering, illustrated in **Figure 3**, includes approximately 185 units ranging from studio, one-, and two-bedroom units. Lowell Commons is proposed to be built on northern parcels 1, 2, and 3. The proposed site plan, illustrated in **Figure 4**, and concept rendering, illustrated in **Figure 5**, includes between 185 to 205 units with a mix of studio, one-, and two-bedroom units. Lowell Commons may include a small amount of ground floor retail. The exact number of units and unit mix for each development are subject to change.

Figure 2. Bristow Commons Site Plan



Figure 3. Bristow Commons Concept Rendering



Figure 4. Lowell Commons Site Plan

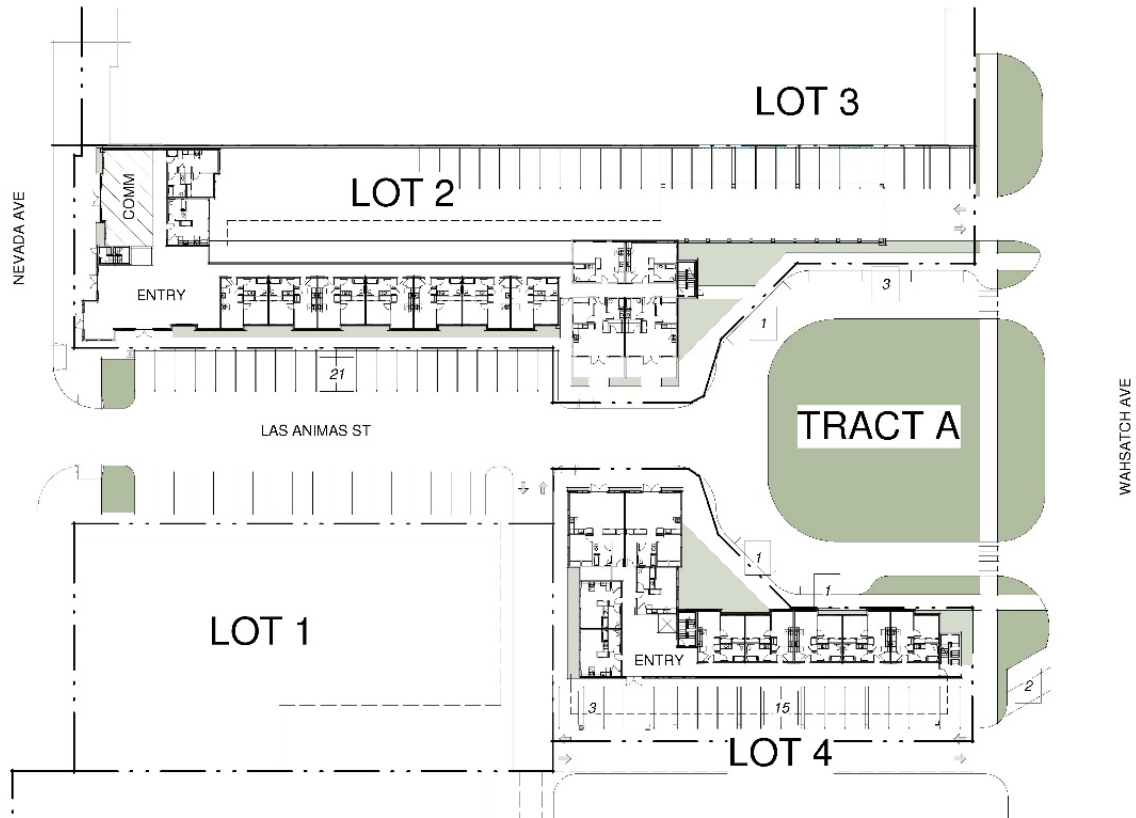


Figure 5. Lowell Commons Concept Rendering



4. Blight Conditions

Before an urban renewal plan can be adopted by the City Council, there must be a determination that an area constitutes a blighted area. This determination depends upon the presence of several physical, environmental, and social factors. Blight is attributable to a range of conditions that, in combination, tend to accelerate the phenomenon of deterioration of an area. The definition of a blighted area is based upon the definition articulated in the Urban Renewal Law (C.R.S. § 31-25-103) as follows:

"Blighted area" means an area that, in its present condition and use and, by reason of the presence of at least four of the following factors, substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare:

- 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 public improvements or utilities;*
- g. Defective or unusual conditions of title rendering the title nonmarketable;*
- h. The existence of conditions that endanger life or property by fire and other causes;*
- i. 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;*
- j. Environmental contamination of buildings or property;*
- k.5 The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, building, or other improvements; or*
- l. If there is no objection by the property owner or owners and the tenant or tenants of such owner or owners, if any, to the inclusion of such property in an urban renewal area, "blighted area" also means an area that, in its present condition and use and, by reason of the presence of any one of the factors specified in paragraphs (a) to (k.5)*

of this subsection (2), substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare. For purposes of this paragraph (1), the fact that an owner of an interest in such property does not object to the inclusion of such property in the urban renewal area does not mean that the owner has waived any rights of such owner in connection with laws governing condemnation.

To use the powers of eminent domain, the definition of “blighted” is broadened to require that five of the eleven blight factors must be present (C.R.S. § 31-25-105.5(5)(a)):

(a) “Blighted area” shall have the same meaning as set forth in section 31-25-103 (2); except that, for the purposes of this section only, “blighted area” means an area that, in its present condition and use and, by reason of the presence of at least five of the factors specified in section 31-25-103 (2)(a) to (2)(l), substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare.

The methodology used to prepare the Conditions Survey for the Plan Area involved the following steps: (i) identify parcels to be included in the Plan Area; (ii) gather information about the properties and infrastructure within the Plan Area boundaries; (iii) evaluate evidence of blight through field reconnaissance; and (iv) record observed and documented conditions listed as blight factors in State Statute. The entire Conditions Survey is provided under separate cover.

5. Plan Goals and Conformance

Plan Goals and Objectives

The overall objective of this Plan is to remediate unfavorable existing conditions and prevent further deterioration by implementation of the relevant provisions contained in the following documents:

- Lowell Neighborhood Concept Plan, 1999
- PlanCOS (City of Colorado Springs Comprehensive Plan), 2019
- HomeCOS (City of Colorado Springs Affordable and Attainable Housing Plan), 2020
- City of Colorado Springs Strategic Plan, 2020-2024

The Plan is intended to stimulate private sector development in the Plan Area with a combination of private investment and Authority financing. The Plan has the following objectives:

- Implement PlanCOS and HomeCOS
- Prevent and eliminate conditions of blight within the City of Colorado Springs
- Encourage and provide incentives for the private development of affordable housing
- Encourage the development of projects that would not otherwise be considered financially feasible without the participation of CSURA
- Enhance the current property tax revenue within the City and County with development that will increase the assessed valuation and provide additional sales tax collections throughout the city

Plan Conformance

Urban Renewal Law

This Plan is in conformity with and subject to the applicable statutory requirements of the Urban Renewal Law.

Lowell Neighborhood Concept Plan

The *Lowell Neighborhood Concept Plan* was approved in 1999 to define the PUD zoning of the Lowell Subdivision with a site plan, infrastructure phasing plan, and street cross sections. The *Lowell Neighborhood Concept Plan* allows residential, office, and commercial uses with development beginning in 2000. Residential density is identified for single family attached and detached, apartments, townhouse, and condominium. It sets the maximum building height at 60 feet and identifies parking requirements. This Plan is intended to implement and adhere to the *Lowell Neighborhood Concept Plan* for all properties within the Lowell Subdivision, which includes Bristow Commons on parcels 4, 5, and 6 (**Figure 1**).

PlanCOS

The City of Colorado Springs' adopted Comprehensive Plan, known as *PlanCOS*, describes the City's vision of creating a vibrant community organized around six themes of vibrant neighborhoods, unique places, thriving economy, strong connections, renowned culture, and majestic landscapes. This Plan is intended to implement *PlanCOS* and is in direct conformance with *PlanCOS*. The URA Plan supports two themes in *PlanCOS* of vibrant neighborhoods and unique places. The following excerpts from *PlanCOS* highlight the linkage between *PlanCOS* and this Plan under these two themes. These are representative excerpts, and not an all-inclusive list of relevant statements:

- **Vision Map** – The Plan Area in the PlanCOS Vision Map is within Downtown.
- **Vibrant Neighborhoods Framework** – The Plan Area is located in Downtown Colorado Springs.
- **Goal VN-2** – Strive for a diversity of housing types, styles, and price points distributed throughout the city through a combination of supportive development standards, community partnerships, and appropriate zoning and density that is adaptable to market demands and housing needs.
- **Goal VN-3** – Through neighborhood plans, associations, and partnerships, empower neighborhoods to reinvest in order to create community, vibrancy, and to address their specific vision and needs.
- **Unique Places Framework** – The unique places framework shows the vision of unique places in the city and focuses on designing these places to be compatible with surrounding neighborhoods and business areas. The Plan Area is located within Downtown. The goal of Downtown is to continue to grow and adapt Downtown Colorado Springs as the singular economic and cultural heart of the city and region, consistent with the Experience Downtown Colorado Springs Plan.
- **Goal UP-2** – Embrace thoughtful, targeted, and forward-thinking changes in land use, infill, reinvestment, and redevelopment to respond to shifts in demographics, technology, and the market.

- **Policy UP-2.A:** Support infill and land use investment throughout the mature and developed areas of the city.
- **Goal UP-3** – Continue to grow and support Downtown as an inclusive, mixed use, cultural, and economic heart of the region.

HomeCOS

The City of Colorado Springs adopted *HomeCOS*, a comprehensive affordable and attainable housing plan, in 2020. *HomeCOS* addresses the region’s housing affordability challenges by analyzing the current housing needs and identifying strategies and tools to increase housing supply. This Plan will create new housing units at affordable rental rates, which directly supports and implements objective 2 in *HomeCOS*, which is to increase the supply of affordable rentals. Specific strategies this Plan supports include:

- **2A** – Create and implement an incentive package that facilitates affordable and attainable housing as infill development
- **2C** – Create public-private partnerships with the business community to increase affordable rental housing

City of Colorado Springs Strategic Plan

The City of Colorado Springs Strategic Plan for 2020-2024 ensures programs, services, and initiatives are aligned and serve a strategic vision. The Strategic Plan’s core values include promoting job creation, investing in infrastructure, excelling in City services, and building community and collaborative relationships. The Bristow-Lowell URA Plan directly implements the Strategic Plan and the following excerpts are representative of the alignment between the two:

- **3.0 – Building Community and Collaborative Relationships** – Provide strategic City services and community partnerships to improve citizen quality of life by reducing crime, reducing the number of persons experiencing chronic homelessness, increasing affordable housing opportunities, and facilitating community investment.
- **3.15 – Building Community and Collaborative Relationships** – Improve access to a broad range of homeless, affordable, and workforce housing.

Development Standards and Procedures

All development within the Plan Area shall conform to the City's Land Use Code and any site-specific City zoning regulations and policies that might impact properties in the Plan Area, all as in effect and as may be amended. However, as authorized by the Urban Renewal Law, the Authority may arrange with the City for the planning, replanning, zoning or rezoning of any part of the Plan Area as needed in connection with the urban renewal project described in this Plan.

6. Authorized Urban Renewal Undertakings and Activities

The Act allows for a wide range of activities to be used in the implementation of an urban renewal plan. The Authority is authorized to provide both financial assistance and improvements in partnership with property owners and other affected parties in order to accomplish the objectives stated herein. Public private partnerships and other forms of cooperative development, including Cooperation Agreements, will be essential to the Authority's strategy for preventing the spread of blight and eliminating existing blighting conditions. Without limitation, undertakings and activities of the Authority in the furtherance of this Plan as described as follows.

Undertakings and Activities to Remedy Blight

As described in **Chapter 4** of this Plan, five qualifying conditions of blight were identified in the Study Area of which this Urban Renewal Area is a part. Each of the five qualifying conditions was observed within the Urban Renewal Area. Implementation of this Plan by providing urban renewal resources for public and private improvements will remedy the conditions identified:

- (b) *Predominance of defective or inadequate street layout - Observed***
Roadway improvements including curbs, sidewalks, and filling potholes will improve the existing street layout and function ability.
- (d) *Unsanitary or unsafe conditions – Observed and data supported***
The private investments and onsite development will eliminate the excessive litter and dumping as well as provide a safe and welcoming environment with enhanced lighting.
- (e) *Deterioration of site or other improvements - Observed***
The development of the Plan Area will remove deteriorated site improvements including curbs, and replace with adequate improvements associated with the site plan and development standards. The Plan Area will be landscaped and maintained appropriately.
- (f) *Unusual topography or inadequate public improvements or utilities - Observed***
The Plan Area will be graded and filled as needed to improve drainage, roadway, and pedestrian infrastructure.

(k.5) 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 - Observed

The Plan Area is currently vacant and does not generate taxable revenue for the City. Through private investment and support from the Authority, the Plan Area will develop into a vibrant property and be fully utilized.

Project Development Plan

The primary goal of this Plan is to eliminate the current conditions of blight in the Urban Renewal Area and prevent those conditions from reoccurring. The contemplated redevelopment of the Plan Area is for use as affordable housing and related facilities; provided however, the Authority is authorized to approve any uses for the Plan Area that eliminate blight and are consistent with the Comprehensive Plan and applicable zoning, including, without limitation, mixed use development, including residential, hotel, commercial, retail, office, industrial, cultural, and public uses.

Complete Public Improvements and Facilities

The Authority may undertake certain actions to make the area more attractive for private investment. The Authority may, or may cause others, including, without limitation, one or more Districts to install, construct, and reconstruct any public improvements, including, without limitation, parking facilities. The Authority may, or may cause others to, demolish and clear buildings and existing improvements for the purpose of promoting the objectives of the Plan and the Act. Additionally, the Authority may, or may cause others to, install, construct and reconstruct any other authorized improvements, including, without limitation, other authorized undertakings or improvements for the purpose of promoting the objectives of this Plan and the Act.

Plan Modification

The Authority may propose, and City Council may make, modifications to this Plan as may be necessary; provided, however, any modification of the Plan shall (a) comply with the provisions of the Act, including §31-25-107(7); (b) not impair Available Revenues then-pledged by the Authority or the ability of the Authority to pay any outstanding Bonds, including any reimbursement obligations of the Authority; or (c) not impair the ability of the Authority or any party to any then-existing agreement to fully perform their respective covenants and duties under any such agreement. The Authority may, in specific cases, allow non-substantive variations from the provisions of this Plan if it determines that a literal enforcement or application of the provision would constitute an unreasonable limitation beyond the intent and purpose stated herein.

Provide Relocation Assistance

While it is not anticipated as of the date of this Plan that acquisition of real property will result in the relocation of any individuals, families, or business concerns; if such relocation becomes necessary, the Authority will adopt a relocation plan as necessary to comply with applicable provisions of the Act.

Demolition, Clear and Prepare Improvements

The Authority is authorized to demolish or cooperate with others to clear buildings, structures, and other improvements within the Plan Area in an effort to advance projects deemed consistent with the vision stated herein. Such demolition or site clearance is necessary to eliminate unhealthy, unsanitary, and unsafe conditions; eliminate obsolete uses deemed detrimental to the public welfare; remove and prevent the spread of blight; and facilitate redevelopment of the Plan Area by private enterprise.

Acquire and Dispose of Property

It is not expected that the Authority will be required to acquire property to carry out the project. However, if the Authority determines such acquisition is necessary, it is authorized to acquire any such property by negotiation or any other method, except that the Authority is not authorized to acquire property by eminent domain. Properties acquired by the Authority by negotiation may be temporarily operated, managed and maintained by the Authority if requested to do so by the acquiring entity and deemed in the best interest of the Urban Renewal Project and the Plan. Such property shall be under the management and control of the Authority and may be rented or leased pending its disposition for redevelopment.

The Authority may sell, lease, or otherwise transfer real property or any interest in real property subject to covenants, conditions and restrictions, including architectural and design controls, time restrictions on development, and building requirements in accordance with the Act and this Plan.

Enter into Redevelopment/Development Agreements

The Authority may enter into Redevelopment/Development Agreements or other contracts with developer(s) or property owners or such other individuals or entities determined to be necessary to carry out the purposes of this Plan, including the pledge by the Authority of Available Revenues to pay eligible costs pursuant to the Act or any other applicable law. Further, such Redevelopment/Development Agreements, or other contracts, may contain terms, provisions, activities, and undertakings contemplated by this Plan and the Act. Any existing agreements between the City and private parties that are consistent with this Plan are intended to remain in full force and effect unless all parties to such agreements agree otherwise.

Enter into Cooperation Agreements

The Authority is authorized to enter into such Cooperation Agreements as may be required by the Act, including tax sharing agreements. The Authority may also use the mediation and other provisions of the Act when necessary to provide adequate financing to carry out this Plan. This paragraph shall not be construed to require any particular form of cooperation.

Other Project Undertakings and Activities

Other project undertakings and activities deemed necessary by the Authority to carry out the Plan 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 applicable law or laws.

7. Project Financing

Financing Powers

Except as hereafter specifically provided, the undertakings and activities of the urban renewal project described in this Plan may be financed, in whole or in part, by the Authority to the full extent authorized under the TIF provisions of CRS § 31-25-107(9)(a) in the Urban Renewal Law, as amended, and with any other available sources of revenues and means of financing authorized to be undertaken by the Authority pursuant to the Urban Renewal Law and under any other applicable law, which shall include, without limitation:

- The collection and use of revenues from property tax increments, sales tax increments, interest income, federal loans or grants, agreements with public, quasi-public, or private parties and entities, loans or advances from any other available source, and any other available sources of revenue.
- The issuance of bonds and other indebtedness, including, without limitation, notes or any other financing instruments or documents in amounts sufficient to finance all or part of the Plan. The borrowing of funds and creation of other indebtedness.
- The use of any and all financing methods legally available to the City, the Authority, any private developer, redeveloper, or owner 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 Plan Area. Such methods may be combined to finance all or part of activities and undertakings throughout the Plan Area.
- The principal, interest, any premiums and any other amounts legally due on or in connection with any indebtedness or obligation of the Authority may be paid from property tax increments, sales tax increments or any other funds, revenues, assets or property legally available to the Authority.

This Plan contemplates, however, that the primary method of assisting with financing eligible expenses in the Plan Area will be through the use of revenues generated by Property Tax Increment. It is the intent of the City Council in approving this Plan to authorize the use of TIF by the Authority as part of its efforts to advance the vision, objectives, and activities described herein.

Tax Increment Financing District

Pursuant to the provisions of Section 31-25-107(9) of the Urban Renewal Law, in approving this Plan, the City Council hereby approves the Plan Area as a single tax increment financing district with the same boundary as the Plan Area (the "TIF District"). The boundaries of this TIF District shall therefore be as depicted in **Figure 1**.

Property Tax Increment Financing

The Authority is specifically authorized to collect and expend property tax increment revenue to the full extent authorized by the Urban Renewal Law and to use that revenue for all purposes authorized under this Plan.

Property Tax Increment Limitations

The Authority shall establish a fund for the financing authorized under this Plan that shall be funded with the property tax allocation authorized to the Authority under the Urban Renewal Law in C.R.S. Section 31-25-107(9). Under this method, the property taxes of specifically designated public bodies, if any, levied after the effective date of the approval of this Plan upon taxable property in the Plan Area each year by or for the benefit of the designated public body must be divided for a period not to exceed twenty-five (25) years after the effective date of the adoption of the tax allocation provision, as follows:

Base Amount – That portion of the taxes that 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 Plan Area last certified prior to the effective date of approval of the Plan or, as to an area later added to the Plan Area, 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 must 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, a specific project. Any excess property tax collections not allocated in this way must be paid into the funds of the municipality or other taxing entity, as applicable.

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

When such bonds, loans, advances, and indebtedness, if any, including interest thereon and any premiums due in connection therewith, have been paid, all taxes upon the taxable property in the Plan Area must be paid into the funds of the respective public bodies, and all moneys remaining in the special fund that have not previously been rebated and that originated as property tax increment generated based on the mill levy of a taxing body, other than the City, within the boundaries of the Plan Area must be repaid to each taxing body based on the pro rata share of the prior year's property tax increment attributable to each taxing body's current mill levy in which property taxes were divided. Any moneys remaining in the special fund not generated by property tax increment are excluded from any such repayment requirement. Notwithstanding any other provision of law, revenues excluded by §31-25-107(9)(a)(II) of the Act are not intended to be included in Available Property Tax Increment Revenues.

Notwithstanding any other provision of law, any additional revenues the City, county, special district, or school district receives either because the voters have authorized the City, county, special district, or school district to retain and spend said moneys pursuant to section 20(7)(d) of Article X of the Colorado Constitution subsequent to the creation of this special fund or as a result of an increase in the property tax mill levy approved by the voters of the City, county, special district, or school district subsequent to the creation of the special fund, to the extent the total mill levy of the City, county, special district, or school district exceeds the respective mill levy in effect at the time of approval or substantial modification of the Plan, are not included in the amount of the increment that is allocated to and, when collected, paid into the special fund of the authority.

In calculating and making these payments, the County Treasurer may offset the Authority's pro rata portion of any property taxes that are paid to the Authority under these terms and that are subsequently refunded to the taxpayer against any subsequent payments due to the Authority for an urban renewal project. The Authority shall make adequate provision for the return of overpayments in the event that there are not sufficient property taxes due to the Authority to offset the Authority's pro rata portion of the refunds. The Authority may establish a reserve fund for this purpose or enter into an intergovernmental agreement with the municipal governing body in which the municipality assumes responsibility for the return of the overpayments.

The portion of taxes collected 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. This irrevocable pledge shall not extend to any taxes that are placed in a reserve fund to be returned to the County for refunds of overpayments by taxpayers or any reserve funds reserved by the Authority for such purposes in accordance with Section 31-25-107(9)(a)(III) and (b), C.R.S. The Authority shall set aside and reserve a reasonable amount as determined by the Authority of all incremental taxes paid to the Authority for payment of expenses associated with administering the Plan.

At the time of general reassessment of taxable property valuations in El Paso County, including all or part of the Plan Area subject to division of valuation for assessment between base and increment, as provided above, the portions of valuations for assessment to be allocated as provided above shall be proportionately adjusted in accordance with such reassessment or change. Note that at the time of this Plan adoption, such a general reassessment occurs every two years, in the odd-numbered years.

Tax Increment Reimbursements

Tax increment revenues may be used to reimburse the City and/or a developer for costs incurred for improvements related to a project to pay the debt incurred by the Authority with such entities for urban renewal activities and purposes. Tax increment revenues may also be used to pay bonded indebtedness, financial obligations, and debts of the Authority related to urban renewal activities under this Plan.

Within the 12-month period prior to the effective date of the approval or modification of the Plan requiring the allocation of moneys to the Authority as outlined previously, the City, county, special district, or school district is entitled to the reimbursement of any moneys that such City, county, special district, or school district pays to, contributes to, or invests in the Authority for a project. The reimbursement is to be paid from the special fund of the Authority.

8. Severability and Reasonable Variations

The Authority shall have the ability to approve reasonable variations (as determined by the Board) from the strict application of these Plan provisions, so long as such variations reasonably accommodate the intent and purpose of this Plan and the Urban Renewal Law. Plan provisions may be altered by market conditions, redevelopment opportunities and/or the needs of the community affected by the Plan.

If any portion of this Plan is held to be invalid or unenforceable, such invalidity will not affect the remaining portions of the Plan.

9. Effective Date of the Plan

This Plan shall be effective upon its final approval by the City Council. Except as otherwise permitted under the Urban Renewal Law, the term of the TIF period is twenty-five (25) years from the effective date of the Plan, unless the Authority deems, to the extent consistent with the terms in the applicable agreements, including, without limitation, Redevelopment/Development Agreements and Cooperation Agreements, that all activities to accomplish the Project have been completed and all debts incurred to finance such activities and all expenses of the Authority have been repaid. In that event, the Authority may declare the Plan fully implemented.

Exhibit A

URA LOWELL LEGAL DESCRIPTIONS:

PARCEL 1:

BRISTOW HOUSE

LOT 1 AND TRACT A, BRISTOW HOUSE AS RECORDED UNDER RECEPTION NUMBER _____ OF THE RECORDS OF THE EL PASO COUNTY, COLORADO CLERK AND RECORDER AND LOCATED IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 19, TOWNSHIP 14 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO.

SAID LOT 1 AND TRACT A CONTAIN 5.15 ACRES, MORE OR LESS.

PARCEL 2:

EAST FOUNTAIN BOULEVARD FROM THE EASTERLY RIGHT OF WAY OF SOUTH WEBER STREET TO THE EASTERLY BOUNDARY OF BRISTOW HOUSE:

ALL OF THE RIGHT OF WAY OF EAST FOUNTAIN BOULEVARD LYING BETWEEN THE EASTERLY RIGHT OF WAY OF WEBER STREET AND THE NORTHERLY PROLONGATION OF THE EASTERLY BOUNDARY OF "BRISTOW HOUSE" AS RECORDED UNDER RECEPTION NUMBER _____ OF THE RECORDS OF THE EL PASO COUNTY, COLORADO CLERK AND RECORDER, AND LOCATED IN THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO.

SAID TRACT CONTAINS 1.48 ACRES, MORE OR LESS.

PARCEL 3:

WRITER'S WAY RIGHT OF WAY

ALL THAT PORTION OF WRITERS WAY LYING SOUTH OF THE SOUTHERLY RIGHT OF WAY OF FOUNTAIN BOULEVARD AND NORTHERLY OF THE NORTHEASTERLY BOUNDARY OF LOT 2 IN SAID SUBDIVISION EXTENDED NORTHWESTERLY TO THE RIGHT OF WAY LINE OF WRITERS WAY, "THE LOWELL SUBDIVISION FILING NO. 3" AS RECORDED UNDER RECEPTION NUMBER 208712831 OF THE RECORDS OF THE EL PASO COUNTY, COLORADO CLERK AND RECORDER, IN THE CITY OF COLORADO SPRINGS,

SAID TRACT CONTAINS 0.37 ACRES, MORE OR LESS.

PARCEL 4:

VICTORIA STREET RIGHT OF WAY

ALL THAT PORTION OF VICTORIA STREET LYING SOUTHERLY OF THE SOUTH RIGHT OF WAY OF FOUNTAIN BOULEVARD AND NORTHERLY OF THE SOUTHWESTERLY BOUNDARY OF LOT 3 EXTENDED NORTHWESTERLY ACROSS VICTORIA STREET AS DEPICTED IN "THE LOWELL SUBDIVISION FILING NO. 3" AS RECORDED UNDER RECEPTION NUMBER 208712831 OF THE RECORDS OF THE EL PASO COUNTY, COLORADO CLERK AND RECORDER, IN THE CITY OF COLORADO SPRINGS,

SAID TRACT CONTAINS 0.18 ACRES, MORE OR LESS.

PARCEL 5:

THE POETS LOFT SUBDIVISION TRACTS

LOT 2, 3 AND 4 "THE POETS LOFT SUBDIVISION" AS RECORDED UNDER RECEPTION NUMBER 201098615 OF THE RECORDS OF THE EL PASO COUNTY, COLORADO CLERK AND RECORDER, IN THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO.

SAD LOTS CONTAIN 1.20 ACRES, MORE OR LESS.

PARCEL 6:

RIGHT OF WAY OF LAS ANIMAS STREET:

ALL THAT PORTION OF THE LAS ANIMAS STREET PUBLIC RIGHT OF WAY AS DEPICTED ON THE RECORDED PLAT OF "THE POETS LOFT SUBDIVISION" AS RECORDED UNDER RECEPTION NUMBER 201098615 OF THE RECORDS OF THE EL PASO COUNTY, COLORADO CLERK AND RECORDER,

SAID TRACT CONTAINS 0.65 ACRES, MORE OR LESS.

PARCEL 7:

RIGHT OF WAY OF SOUTH WEBER STREET:

ALL OF THAT PUBLIC RIGHT OF WEBER STREET LYING BETWEEN THE NORTHERLY BOUNDARY OF LOT 3 EXTENDED EASTERLY TO THE EASTERLY RIGHT OF WAY LINE OF SAID WEBER STREET AND THE SOUTHERLY RIGHT OF WAY OF FOUNTAIN BOULEVARD ADJACENT TO THE POETS LOFT SUBDIVISION AS RECORDED UNDER RECEPTION NUMBER 201098615 OF THE RECORDS OF THE EL PASO COUNTY, COLORADO CLERK AND RECORDER AND ADJACENT TO "THE LOWELL SUBDIVISION FILING NO. 7 AS RECORDED UNDER RECEPTION NUMBER 208712765 OF SAID COUNTY RECORDS AND ADJACENT TO THE SOUTH 1/2 OF LOT 10 AND LOT 9, BLOCK 315 IN THE "MAP OF ADDITION NO. 2 TO THE TOWN OF COLORADO SPRINGS AS RECORDED IN PLAT BOOK A AT PAGE 25 EXTENDING SOUTHERLY TO THE SOUTHERLY RIGHT OF WAY OF FOUNTAIN BOULEVARD.

SAID RIGHT OF WAY CONTAINS 1.40 ACRES, MORE OR LESS.

PARCEL 8:

**EASTERLY HALF OF NEVADA AVENUE ADJACENT TO LAS ANIMAS STREET
AND LOT 2, "THE POET LOFTS SUBDIVISION"**

THE EASTERLY ONE-HALF OF THE PUBLIC RIGHT OF NEVADA AVENUE ADJACENT TO LOT 2 AND ADJACENT TO THE PUBLIC RIGHT OF WAY OF LAS ANIMAS STREET AS DEPICTED ON "THE POETS LOFT SUBDIVISION" AS RECORDED UNDER RECEPTION NUMBER 201098615 OF THE RECORDS OF THE EL PASO COUNTY, COLORADO CLERK AND RECORDER.

SAID TRACT CONTAINS 0.27 ACRES, MORE OR LESS.

PARCEL 9:

REMAINDER PARCEL EAST OF THE BRISTOW HOUSE AND

SOUTH OF FOUNTAIN BOULEVARD

THAT TRACT OF LAND AS DESCRIBED IN INSTRUMENT RECORDED IN BOOK 3377 AT PAGE 543 OF THE RECORDS OF THE EL PASO COUNTY, COLORADO CLERK AND RECORDER , IN THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO

TOGETHER WITH THAT TRACT OF LAND LOCATED WITHIN THE NORTHEAST ONE-QUARTER OF SECTION 19, TOWNSHIP 14 SOUTH, RANGE 66 WEST OF THE 6th P.M., IN THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO ,

SAID TRACT IS BOUNDED ON THE NORTH BY THE NORTHERLY RIGHT OF WAY LINE OF FOUNTAIN BOULEVARD;

BOUNDED ON THE EAST BY THE WESTERLY BOUNDARY LINE OF (AND THE NORTHERLY PROLONGATION THEREOF), OF WASHINGTON HEIGHTS ADDITION TO THE CITY OF COLORADO SPRINGS AS RECORDED IN PLAT BOOK E AT PAGE 10 OF SAID COUNTY RECORDS;

BOUNDED ON THE WEST AND SOUTH BY THE BRISTOW HOUSE, A SUBDIVISION IN THE CITY OF COLORADO SPRINGS AS RECORDED UNDER RECEPTION NUMBER _____ OF THE SAID COUNTY RECORDS.

PARCEL 10:

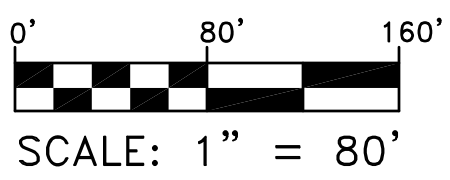
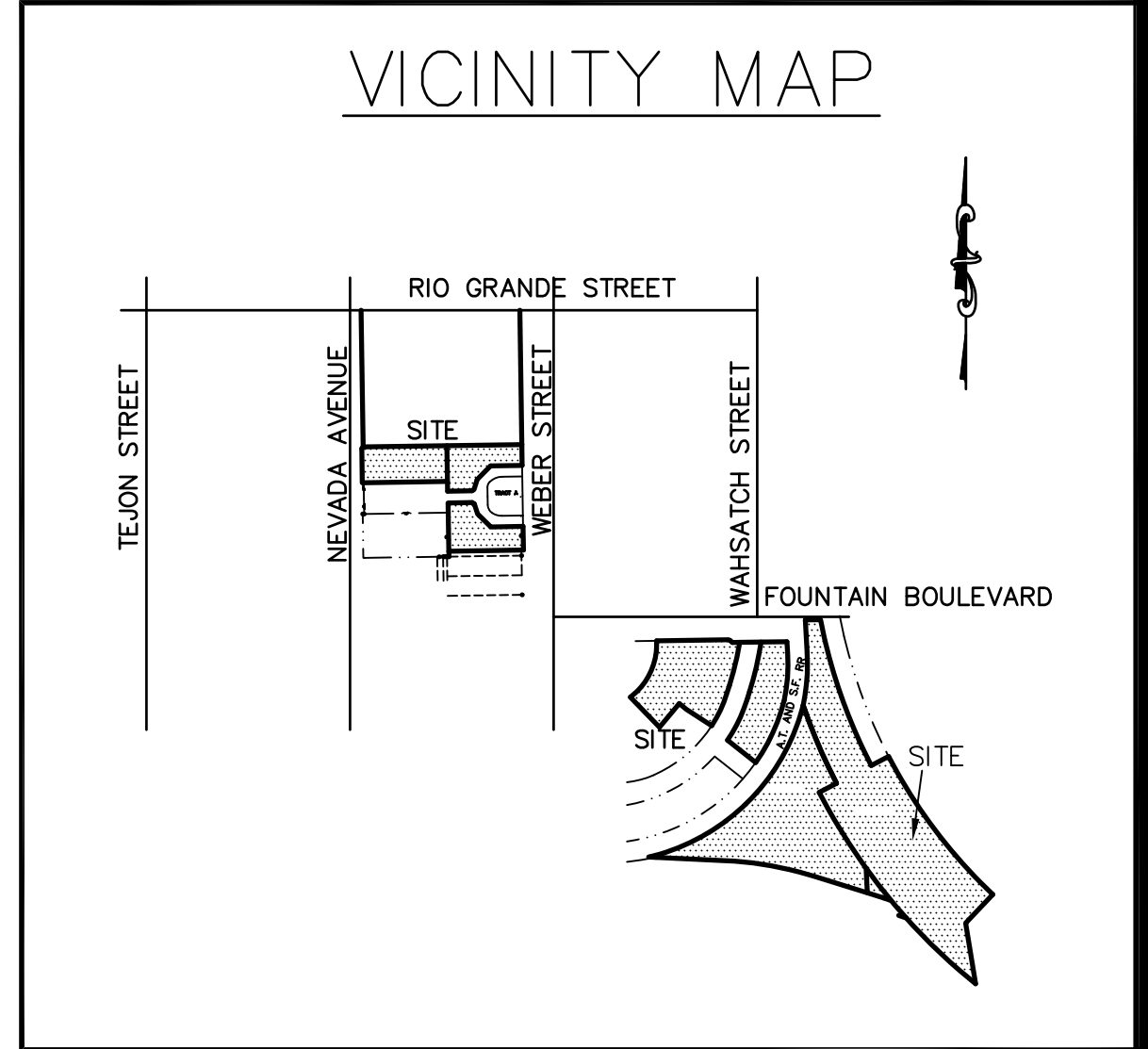
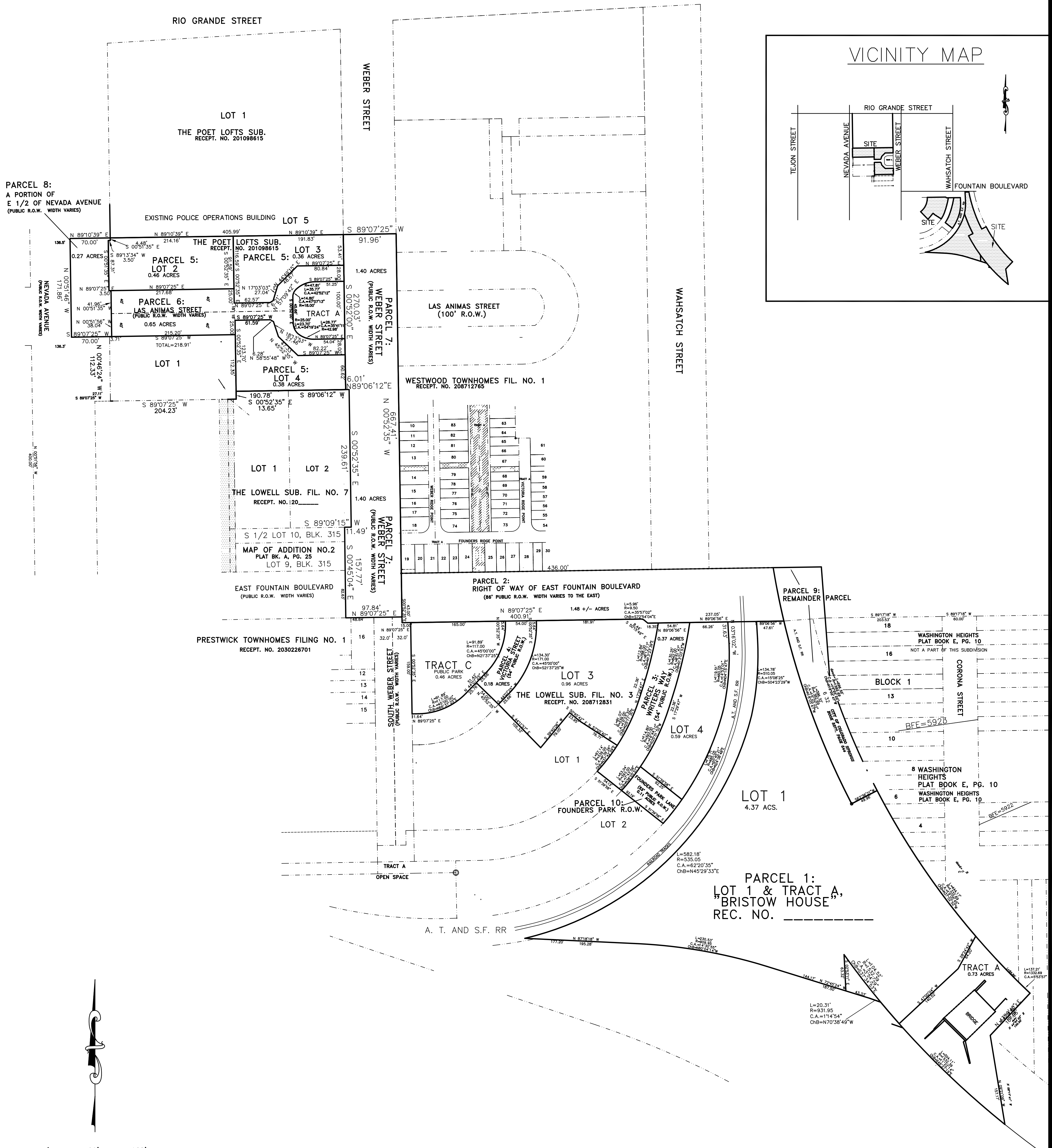
RIGHT OF WAY OF FOUNDERS PARK LANE:

ALL THAT PORTION OF FOUNDERS PARK LANE LYING BETWEEN LOTS 2 AND LOT 4, "THE LOWELL SUBDIVISION FILING NO. 3" AND SOUTHEASTERLY OF THE RIGHT OF WAY OF WRITERS WAY AS RECORDED UNDER RECEPTION NUMBER 208712831 OF THE RECORDS OF THE EL PASO COUNTY, COLORADO CLERK AND RECORDER, IN THE CITY OF COLORADO SPRINGS,

SAID TRACT CONTAINS 0.11 ACRES, MORE OR LESS.

EXHIBIT FOR LEGAL DESCRIPTIONS

THE URBAN RENEWAL AUTHORITY AT THE LOWELL NEIGHBORHOOD
 IN THE NORTHEAST ONE-QUARTER OF SECTION 19, TOWNSHIP 14 SOUTH, RANGE 66 WEST OF THE 6th P.M.
 IN THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO



JOB NO.: 40102
 JUNE 12, 2024

ROCKY MOUNTAIN LAND SERVICES

4465 NORTHPARK DRIVE, SUITE 303
 COLORADO SPRINGS, COLORADO
 719-630-0559

Final Report

Bristow-Lowell Existing Conditions Survey

The Economics of Land Use



Prepared for:

City of Colorado Springs Urban Renewal Authority

Prepared by:

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June 17, 2024

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1. Introduction

In May of 2021, Economic & Planning Systems (EPS), working with the City of Colorado Springs Urban Renewal Authority (CSURA), conducted the following existing conditions survey (Survey) of the proposed Bristow-Lowell Urban Renewal Plan Area (Study Area). A site visit was conducted in June 2024 to confirm the original findings from 2021 are still present. Photos from this recent visit can be found in the Appendix. This proposed plan area is along East Las Animas Street with South Weber Street to the east and South Nevada Avenue to the west; South Weber Street to East Fountain Boulevard; south of East Fountain Boulevard with South Corona Street to the east and South Weber Street to the west, as shown in **Figure 1** on page 6.

The CSURA anticipates creating a new plan area to support redevelopment plans of the site. The proposed Urban Renewal Area captures the redevelopment plans and, if approved, will aide in supporting the proposed redevelopment and enabling needed public improvements to be constructed in the area.

Purpose

The primary purpose of this Survey is to determine whether the Study Area qualifies as a “blighted area” within the meaning of Colorado Urban Renewal Law. Secondly, this Survey will influence whether the Study Area should be recommended to be established as a URA Plan Area for such urban renewal activities, as the URA and City Council deem appropriate.

Colorado Urban Renewal Law

The requirements for the establishment of a URA plan are outlined in the Colorado Urban Renewal Law, Colorado Revised Statutes (C.R.S.) § 31-25-101 et seq. In order to establish an area for urban renewal, there are an array of conditions that must be documented to establish a condition of blight. The determination that constitutes a blighted area depends upon the presence of several physical, environmental, and social factors. Blight is attributable to a multiplicity of conditions which, in combination, tend to accelerate the phenomenon of deterioration of an area and prevent new development from occurring.

Urban Renewal Law

Blight Factors (C.R.S. § 31-25-103)

"Blighted area" means an area that, in its present condition and use and, by reason of the presence of at least four of the following factors, substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare:

- (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 public improvements or utilities;*
- (g) Defective or unusual conditions of title rendering the title nonmarketable;*
- (h) The existence of conditions that endanger life or property by fire or other causes;*
- (i) 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;*
- (j) Environmental contamination of buildings or property;*
- (k.5) 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; or*
- (l) If there is no objection by the property owner or owners and the tenant or tenants of such owner or owners, if any, to the inclusion of such property in an urban renewal area, "blighted area" also means an area that, in its present condition and use and, by reason of the presence of any one of the factors specified in paragraphs (a) to (k.5) of this subsection (2), substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare. For purposes of this paragraph (l), the fact that an owner of an interest in such property does not object to the inclusion of such property in the urban renewal area does not mean that the owner has waived any rights of such owner in connection with laws governing condemnation."*

Use of Eminent Domain

In order for an Urban Renewal Authority to use the powers of eminent domain to acquire properties, 5 of the 11 blight factors must be present (C.R.S. § 31-25-105.5(a)).

"Blighted area" shall have the same meaning as set forth in section 31-25-103 (2); except that, for the purposes of this section only, "blighted area" means an area that, in its present condition and use and, by reason of the presence of at least five of the factors specified in section 31-25-103 (2)(a) to (2)(l), substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare."

Urban Renewal Case Law

In addition to the State statute, several principles have been developed by Colorado courts to guide the determination of whether an area constitutes a blighted area under the Urban Renewal Law. The following parameters have been established through case law for determining blight and the role of judiciary review.

Tracy v. City of Boulder (Colo. Ct. App. 1981)

- Upheld the definition of blight presented in the Urban Renewal Law as a broad condition encompassing not only those areas containing properties so dilapidated as to justify condemnation as nuisances, but also envisioning the prevention of deterioration. Therefore, the existence of widespread nuisance violations and building condemnation is not required to designate an area blighted.
- Additionally, the determination of blight is the responsibility of the legislative body and a court's role in review is to verify if the conclusion is based upon factual evidence determined by the City Council at the time of a public hearing to be consistent with the statutory definition.

Interstate Trust Building Co. v. Denver Urban Renewal Authority (Colo. 1970)

- Determined that blight assessment is not on a building-to-building basis but is based on conditions observed throughout the plan area as a whole. The presence of one well maintained building does not defeat a determination that an area constitutes a blighted area.

Methodology

This Survey was completed by EPS to inventory and establish the existing conditions within the Study Area through data gathering and field observations of physical conditions. The Study Area was defined by the URA to encompass the proposed redevelopment of three properties at the northeast corner of East Las Animas Street and South Nevada Avenue, three properties located south of the intersection of East Fountain Boulevard and South Wahsatch Avenue, and ROW along South Weber Street, Victoria Street, Writers Way, and East Fountain Boulevard. An inventory of parcels within the Study Area was compiled using parcel data from the El Paso County Assessor, documenting parcel ownership, use, vacancy, and assessed value. A series of Study Area maps were then developed to facilitate the field survey, and parcels were photographed to illustrate site conditions.

The field survey was conducted by EPS in May of 2021 and reconfirmed in June 2024. The 11 factors of blight in the state statute were broken down into "conditions" - existing situations or circumstances identified in the Study Area that may qualify as blight under each of the 11 factors. The conditions documented in this report are submitted as evidence to support a "finding of blight" according to Urban Renewal Law. Under the Urban Renewal Law, the final determination of blight within the Study Area is within the sole discretion of the Colorado Springs City Council.

2. Study Area Analysis

Study Area

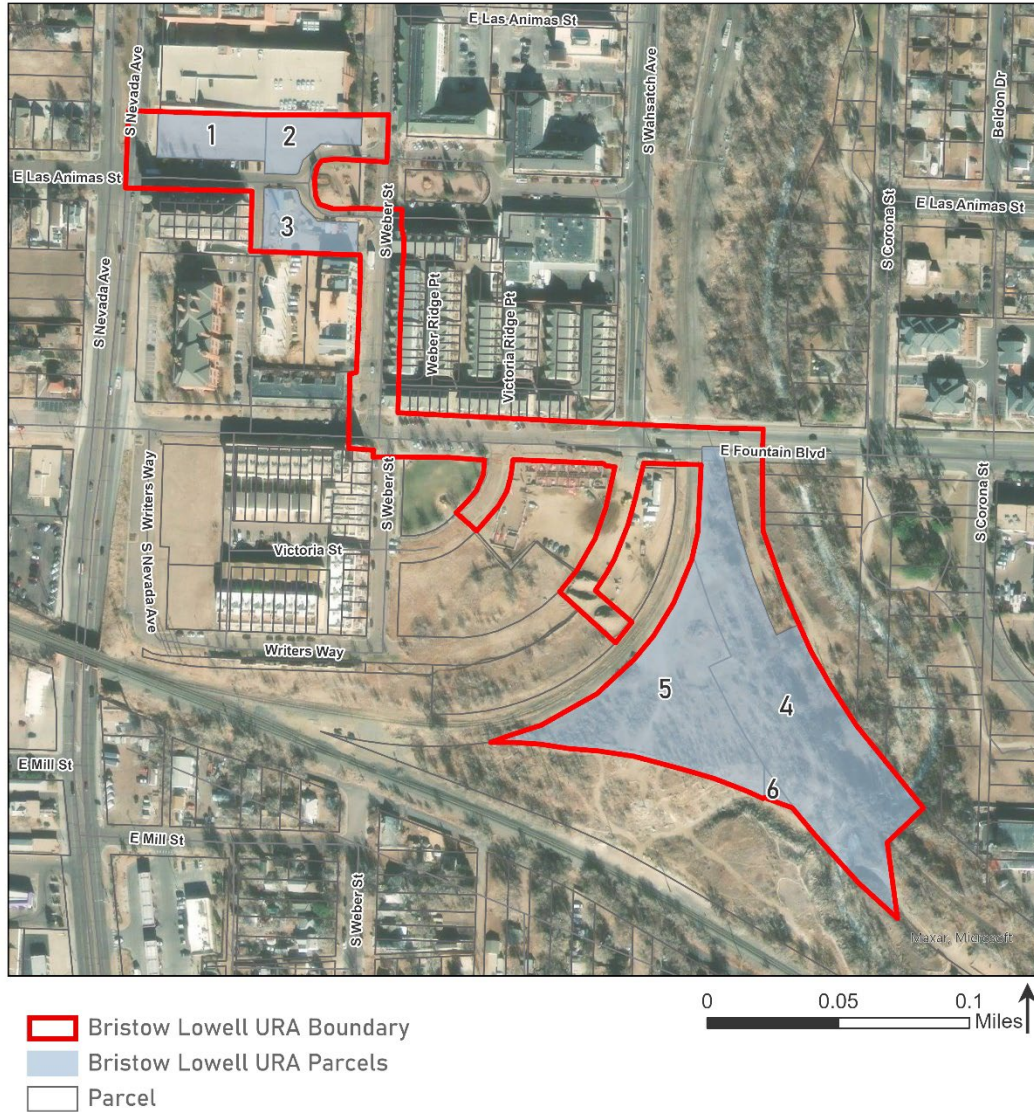
The proposed Bristow-Lowell Urban Renewal Plan Area is comprised of six parcels on approximately 5.75 acres of land and adjacent right of way (ROW), as shown in **Table 1** and **Figure 1**. Parcels 1 to 3 are owned by QOF Lowell Commons LLC and parcels 4 to 6 are Draper Commons Land Holdings LLC. Both owners are the same ownership group. Parcels 1 to 3 are located along East Las Animas Street with South Weber Street to the east and South Nevada Avenue to the west. Parcels 4 to 6 are located south of East Fountain Boulevard with South Corona Street to the east and South Weber Street to the west. All six parcels are vacant and have no building improvements.

Table 1. Parcels Contained in the URA Study Area

#	Parcel	Address	Owner	Occupancy	Acres	Sq. Ft.	Assessed Value
1	6419106022	202 E Las Animas St	QOF Lowell Commons LLC	Vacant	0.46	20,038	\$52,050
2	6419106023	252 E Las Animas St	QOF Lowell Commons LLC	Vacant	0.36	15,682	\$49,470
3	6419106025	251 E Las Animas St	QOF Lowell Commons LLC	Vacant	0.38	16,553	\$53,340
4	6419100024	N/A	Draper Commons Land Holdings LLC	Vacant	3.10	135,036	\$313,280
5	6419100018	N/A	Draper Commons Land Holdings LLC	Vacant	1.41	61,420	\$142,490
6	6419100002	N/A	Draper Commons Land Holdings LLC	Vacant	0.04	1,816	\$4,690
Total					5.75	250,544	\$615,320

Source: El Paso County Assessor; Economic & Planning Systems

Figure 1. Bristow-Lowell Proposed URA Boundary and Parcels



Field Survey Approach

The following assessment is based on a field survey conducted by EPS in May 2021 and June 2024. The survey team walked the entire Study Area, taking notes and photographs to document existing conditions corresponding to the blight factor evaluation criteria detailed in the following section.

Blight Factor Evaluation Criteria

This section details the conditions used to evaluate blight during the field survey. The following conditions correspond with 5 of the 11 blight factors in the Urban Renewal Law. Additional information on a number of these factors for which data was available was also collected. The remaining blight factors cannot be visually inspected and are dependent on other data sources. Given the prevalence of physically observable conditions of blight, these remaining blight factors were not investigated.

Street Layout

The following conditions evaluate the Urban Renewal Law blight factor “(b) *predominance of defective or inadequate street layout,*” through assessment of the safety, quality, and efficiency of street layouts, site access, and internal circulation.

Typical examples of conditions that portray this criterion include:

- Inadequate Street or Alley Width / Cross-section / Geometry
- Poor Provision of Streets or Unsafe Conditions for Vehicular Traffic
- Poor Provision of Sidewalks/Walkways or Unsafe Conditions for Pedestrians
- Insufficient Roadway Capacity
- Inadequate Emergency Vehicle Access
- Poor Vehicular or Pedestrian Access to Buildings or Sites
- Excessive Curb Cuts / Driveways along Commercial Blocks
- Poor Internal Vehicular or Pedestrian Circulation

Unsafe/Unsanitary

The following conditions establish evidence of Urban Renewal Law blight factor “(d) *unsanitary or unsafe conditions,*” by evaluating visual conditions that indicate the occurrence of activities that inhibit the safety and health of the area including, but not limited to, excessive litter, unenclosed dumpsters, and vandalism.

Typical examples include:

- Floodplains or Flood Prone Areas
- Inadequate Storm Drainage Systems/Evidence of Standing Water
- Poor Fire Protection Facilities
- Above Average Incidences of Public Safety Responses
- Inadequate Sanitation or Water Systems
- Existence of Contaminants or Hazardous Conditions or Materials
- High or Unusual Crime Statistics
- Open/Unenclosed Trash Dumpsters
- Cracked or Uneven Surfaces for Pedestrians
- Illegal Dumping/Excessive Litter
- Vagrants/Vandalism/Graffiti/Gang Activity

- Open Ditches, Holes, or Trenches in Pedestrian Areas
- Poorly Lit or Unlit Areas
- Insufficient Grading/Steep Slopes
- Unsafe or Exposed Electrical Wire

Site Improvements

The following conditions evaluate the Urban Renewal Law blight factor “(e) *deterioration of site or other improvements,*” by evidence of overall maintenance deficiencies within the plan area including, deterioration, poorly maintained landscaping, and overall neglect.

Examples of blighted Site Improvements are shown below:

- Neglected Properties or Evidence of Maintenance Deficiencies
- Deteriorated Signage or Lighting
- Deteriorated Fences, Walls, or Gates
- Deteriorated On-Site Parking Surfaces, Curb and Gutter, or Sidewalks
- Unpaved Parking Lot (Commercial Properties)
- Poor Parking Lot/Driveway Layout
- Poorly Maintained Landscaping/Overgrown Vegetation

Infrastructure

The observation of the following infrastructure insufficiencies is evidence of Urban Renewal Law blight factor “(f) *unusual topography or inadequate public improvements or utilities.*”

Prototypical features of blight under this topic include:

- Deteriorated Pavement, Curb, Sidewalks, Lighting, or Drainage
- Lack of Pavement, Curb, Sidewalks, Lighting, or Drainage
- Presence of Overhead Utilities or Billboards
- Inadequate Fire Protection Facilities/Hydrants
- Inadequate Sanitation or Water Systems
- Unusual Topography

Vacancy

The following conditions are evidence of Urban Renewal Law blight factor "(k) 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." Various examples of features that fulfill this criterion include:

- An Undeveloped Parcel in a Generally Urbanized Area
- Disproportionately Underdeveloped Parcel
- Vacant Structures
- Vacant Units in Multi-Unit Structures

Other Considerations

The remaining six blight factors specified in the Urban Renewal Law were not investigated further due to sufficient evidence from the visual field survey supporting a condition of blight in 5 of the 11 blight factors.

(a) Slum, deteriorated, or deteriorating structures;

(c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.

(g) Defective or unusual conditions of title rendering the title nonmarketable.

(h) The existence of conditions that endanger life or property by fire or other causes.

(i) 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.

(j) Environmental contamination of buildings or property.

Results of Field Survey

This section summarizes the findings of the visual field survey of the Study Area conducted in May 2021 and June 2024. **Table 2** documents the specific blight conditions observed. These conditions are further detailed following the table, for each specific category, and include image documentation.

Table 2. Blight Conditions Observed in Study Area

Conditions Observed			
Street Layout	2.01	Inadequate Street or Alley Width / Cross-section / Geometry	
	2.02	Poor Provisions or Unsafe Conditions for Vehicular Traffic	X
	2.03	Poor Provisions or Unsafe Conditions for Pedestrians	X
	2.04	Insufficient Roadway Capacity Leading to Unusual Congestion	
	2.05	Inadequate Emergency Vehicle Access	
	2.06	Poor Vehicular or Pedestrian Access to Buildings or Sites	
	2.07	Excessive Curb Cuts / Driveways along Commercial Blocks	
	2.08	Poor Internal Vehicular or Pedestrian Circulation	
Unsafe / Unsanitary	4.01	Floodplains or Flood Prone Areas	
	4.02	Inadequate Storm Drainage Systems/Evidence of Standing Water	
	4.03	Poor Fire Protection Facilities	
	4.04	Above Average Incidences of Public Safety Responses	
	4.05	Inadequate Sanitation or Water Systems	
	4.06	Existence of Contaminants or Hazardous Conditions or Materials	
	4.07	High or Unusual Crime Statistics	X
	4.08	Open / Unenclosed Trash Dumpsters	
	4.09	Cracked or Uneven Surfaces for Pedestrians	
	4.10	Illegal Dumping / Excessive Litter	X
	4.11	Vagrants/Vandalism/Graffiti/Gang Activity	X
	4.12	Open Ditches, Holes, or Trenches in Pedestrian Areas	
Site Improvements	5.01	Neglected Properties or Evidence of Maintenance Deficiencies	
	5.02	Deteriorated Signage or Lighting	
	5.03	Deteriorated Fences, Walls, or Gates	
	5.04	Deteriorated On-Site Parking Surfaces, Curb & Gutter, or Sidewalks	X
	5.05	Unpaved Parking Lot (Commercial Properties)	
	5.06	Poor Parking Lot / Driveway Layout	
	5.07	Poorly Maintained Landscaping / Overgrown Vegetation	
Infrastructure	6.01	Deteriorated pavement, curb, sidewalks, lighting, or drainage	X
	6.02	Lack of pavement, curb, sidewalks, lighting, or drainage	X
	6.03	Presence of Overhead Utilities or Billboards	
	6.04	Inadequate Fire Protection Facilities / Hydrants	
	6.05	Inadequate Sanitation or Water Systems	
	6.06	Unusual Topography	X
Vacancy	11.04	An Undeveloped Parcel in a Generally Urbanized Area	X
	11.05	Disproportionately Underdeveloped Parcel	
	11.06	Vacant Structures	
	11.07	Vacant Units in Multi-Unit Structures	

1. Street Layout; predominance of defective or inadequate street layout

Along East Las Animas Street near parcels 1, 2, and 3 of the Study Area, poor provisions of the streets for vehicular traffic were observed in the form of large potholes and deteriorating pavement, shown in **Figure 2**. Throughout this portion of the Study Area, provisions of walkways for pedestrians were observed in the form of lack of sidewalks. In particular, parcel 3 has curb cuts but no paved sidewalk, shown in **Figure 3**. Additionally, there are no sidewalk or pedestrian improvements along parcels 4, 5, or 6 to connect to the existing pedestrian network on adjacent properties.

Figure 2. Poor Provision of Street Improvements



Figure 3. Lack of Sidewalks



2. Unsafe/Unsanitary: unsaitary or unsafe conditions

Throughout the Study Area unsafe and unsanitary conditions were documented, including illegal dumping, litter, and evidence of vagrants. Illegal dumping was observed southeast of the railroad tracks, shown in **Figure 4**. Excessive litter was observed and documented throughout the properties and was especially apparent along East Fountain Boulevard, shown in **Figure 5**. There was evidence of vagrants on the property with a makeshift sleeping area shown in **Figure 6**. Additionally, using Google Earth imagery there were excessive homeless encampments throughout parcels 6 and 7, shown in **Figure 7**.

Figure 4. Illegal Dumping



Figure 5. Excessive Litter





Figure 6. Evidence of Vagrants



Figure 7. Evidence of Homeless Encampment



3. Site Improvements: deterioration of site or other improvements

There are very minimal site improvements on the properties. Of the improvements in place, deterioration of curbs was most apparent. This was observed for the parcels along East Fountain Boulevard as well as parcels along East Las Animas Street in the Study Area, shown in **Figure 8**. Overall, there was evidence that the properties have been neglected with little maintenance.

Figure 8. Deteriorated Curbs



4. Infrastructure: unusual topography or inadequate public improvements or utilities

Inadequate infrastructure was observed throughout the Study Area, predominately in the form of deteriorated pavement, deteriorated or missing curbs, and missing sidewalks, shown in **Figure 9**. Additionally, unusual topography was observed in parcels 6 and 7 in the form of steep slopes, shown in **Figure 10**.

Figure 9. Deteriorated Pavement and Curbs and Missing Sidewalks



Figure 10. Steep Slopes





5. Vacancy: 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.

The entire 7.26-acre Study Area is vacant with no building improvements. The properties are surrounded by development, shown in **Figure 11**, with townhomes and a park along East Fountain Road and South Weber Street, Colorado Springs Police Department north of parcels 1 and 2, and various commercial properties and Shooks Run Trail east of parcel 7. Additionally, railroad tracks run through the Study Area between parcels 5, 6, and 7. There are multiple planned and proposed infill developments on parcels near the Study Area that will be market rate housing. This area southeast of downtown is very urban and the Study Area are one of the few remaining properties undeveloped.

Figure 11. Vacant Property in Generally Urbanized Area





Other Considerations

The team collected and analyzed additional non-visual information on the Study Area that contributed to the documentation of blight factors.

Crime

High or unusual crime is one determining criterion for the Urban Renewal Law blight factor “(d) Unsanitary or unsafe conditions.” The Colorado Springs Police Department tracks the number of crime offenses reported, including unfounded offenses, by Census Tract and citywide. The Study Area is located within zip code 80903. From 2016 to 2023, 80903 had a total of 33,965 offenses reported, which is an average of 4,246 offenses per year, shown in **Table 3**. This represents an average of 9.5 percent of the total crime offenses in the city over this time period. On a per capita basis, zip code 80903 had more crime offenses compared to the city as whole. From 2016 to 2023, 80903 averaged 0.28 offenses per resident, while the City averaged 0.09 offenses per resident. Based on this data, there is evidence of high or unusual crime in the Study Area.

Table 3. Annual Crime Offenses, 2012-2018

Description	2016	2017	2018	2019	2020	2021	2022	2023	2016-2023	
									Total	Avg.
Crime Offenses										
Colorado Springs	40,600	38,565	43,354	46,741	45,184	47,456	48,312	47,202	357,414	44,677
80903	4,069	4,013	4,324	4,308	3,857	4,473	4,724	4,197	33,965	4,246
<i>% of City</i>	<i>10.0%</i>	<i>10.4%</i>	<i>10.0%</i>	<i>9.2%</i>	<i>8.5%</i>	<i>9.4%</i>	<i>9.8%</i>	<i>8.9%</i>	<i>9.5%</i>	
Offenses Per Capita										
Colorado Springs	0.09	0.08	0.09	0.10	0.09	0.10	0.10	0.09		0.09
80903	0.27	0.27	0.29	0.28	0.25	0.29	0.30	0.27		0.28

Source: Colorado Springs Police Department; Economic & Planning Systems

3. Conclusions

Based on the definition of a blighted area in the Colorado Urban Renewal Law, Colorado Revised Statutes (C.R.S.) § 31-25-101 et seq., and based on the field survey results of the Study Area, EPS concludes that the Study Area is a blighted area as defined in the Colorado Urban Renewal Law, Colorado Revised Statutes (C.R.S.) § 31-25-101 et seq.

The visual field survey conducted in May 2021 and June 2024 documented 5 of the 11 factors of blight within the Study Area. Therefore, this blighted area, as written in the Urban Renewal Law, “substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare.”

Evidence of the following Urban Renewal Law blight factors are documented in this report:

- (b) Predominance of defective or inadequate street layout.*
- (d) Unsanitary or unsafe conditions.*
- (e) Deterioration of site or other improvements.*
- (f) Unusual topography or inadequate public improvements or utilities.*
- (k.5) 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.*

Evidence of the following Urban Renewal Law blight factors were not visually observable, and based on the presence of other, more significant physical conditions, these factors of blight did not warrant further investigation.

- (a) Slum, deteriorated, or deteriorating structures.*
- (c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.*
- (g) Defective or unusual conditions of title rendering the title nonmarketable.*
- (h) The existence of conditions that endanger life or property by fire or other causes.*
- (i) 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.*
- (j) Environmental contamination of buildings or property.*

As established by Urban Renewal case law in Colorado, this assessment is based on the condition of the Study Area as a whole. There is substantial evidence and documentation of 5 of the 11 blight factors in the Study Area as a whole.

4. Appendix

The following photos are from a site visit in June 2024 to confirm the findings of blight observed in May 2021 are still present.





Bristow-Lowell Existing Conditions Survey





Final Report

El Paso County Impact Report

Bristow-Lowell Urban Renewal Area

The Economics of Land Use



Prepared for:

Colorado Springs Urban Renewal Authority

Prepared by:

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1. Introduction

This report includes a summary of the expected fiscal impacts of the site included in the Bristow-Lowell Urban Renewal Plan (Plan) in El Paso County (the County). The El Paso County Impact Report for Bristow-Lowell Urban Renewal Area (report) was prepared by Economic & Planning Systems (EPS) for the Colorado Springs Urban Renewal Authority (“CSURA” or “Authority”).

The report includes a summary of forecasted property tax revenues as well as El Paso County fiscal and service impacts associated with development in accordance with the Urban Renewal Plan. It specifically responds to the requirements outlined in C.R.S. 31-25-107 (3.5):

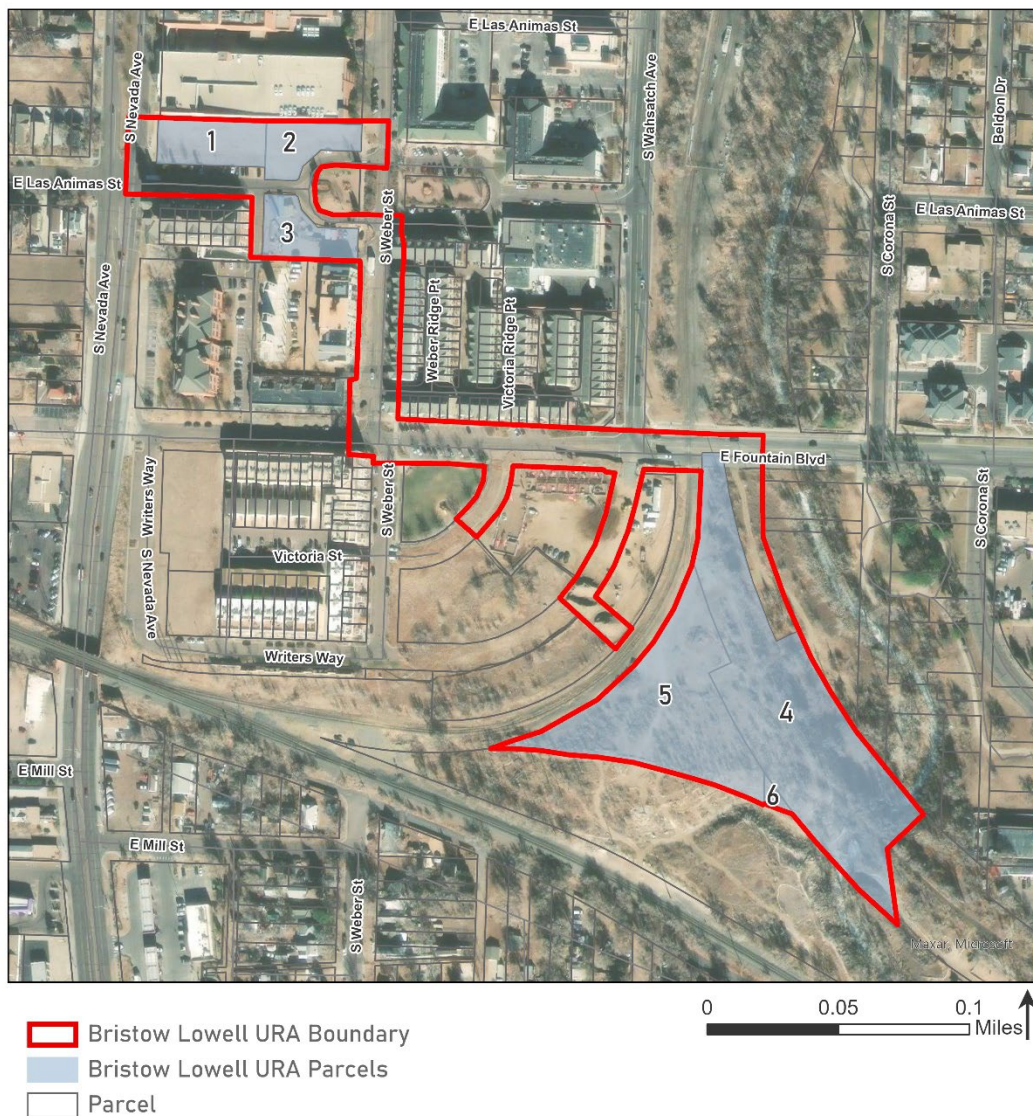
C.R.S. 31-25-107: APPROVAL OF URBAN RENEWAL PLANS BY THE LOCAL GOVERNING BODY

- (3.5) “Prior to the approval of an urban renewal plan, the governing body shall submit such plan to the board of county commissioners, which shall include, at a minimum, the following information concerning the impact of such plan:
- I. The estimated duration of time to complete the urban renewal project;
 - II. The estimated annual property tax increment to be generated by the urban renewal project and the portion of such property tax increment to be allocated during this period to fund the urban renewal project;
 - III. An estimate of the impact of the urban renewal project on county revenues and on the cost and extent of additional county infrastructure and services required to serve development within the proposed urban renewal area, and the benefit of improvements within the urban renewal area to existing county infrastructure;
 - IV. A statement setting forth the method under which the authority or the municipality will finance, or that agreements are in place to finance, any additional county infrastructure and services required to serve development in the urban renewal area for the period in which all or any portion of the property taxes described in subparagraph (ii) of paragraph (a) of subsection (9) of this section and levied by a county are paid to the authority; and
 - V. Any other estimated impacts of the urban renewal project on county services or revenues.”

Urban Renewal Plan Description

The Bristow-Lowell Urban Renewal Area (“URA” or “Plan Area”) is located in the City of Colorado Springs in El Paso County. The Plan Area is comprised of six parcels on approximately 5.75 acres of land and adjacent right of way (ROW). The boundaries of the Plan Area to which this Plan applies includes parcels 1 to 3 located along East Las Animas Street with South Weber Street to the east and South Nevada Avenue to the west; South Weber Street to East Fountain Boulevard; and parcels 4 to 6 located south of East Fountain Boulevard with South Corona Street to the east and South Weber Street to the west, as illustrated in red below in **Figure 1**.

Figure 1. Bristow-Lowell URA Boundary



2. Development Program

The proposed projects for the Plan Area are workforce housing developments along with associated site improvements including sidewalks, streetscape, landscaping, and a public park. Bristow House and Lowell Commons help to fill a gap in Colorado Spring’s rental housing market by offering units for rent at various AMI levels in Downtown. They address the need for housing at the working household level that is often not addressed by new multifamily development. These units will be affordable for the working residents such as teachers, healthcare workers, government employees, and service employees.

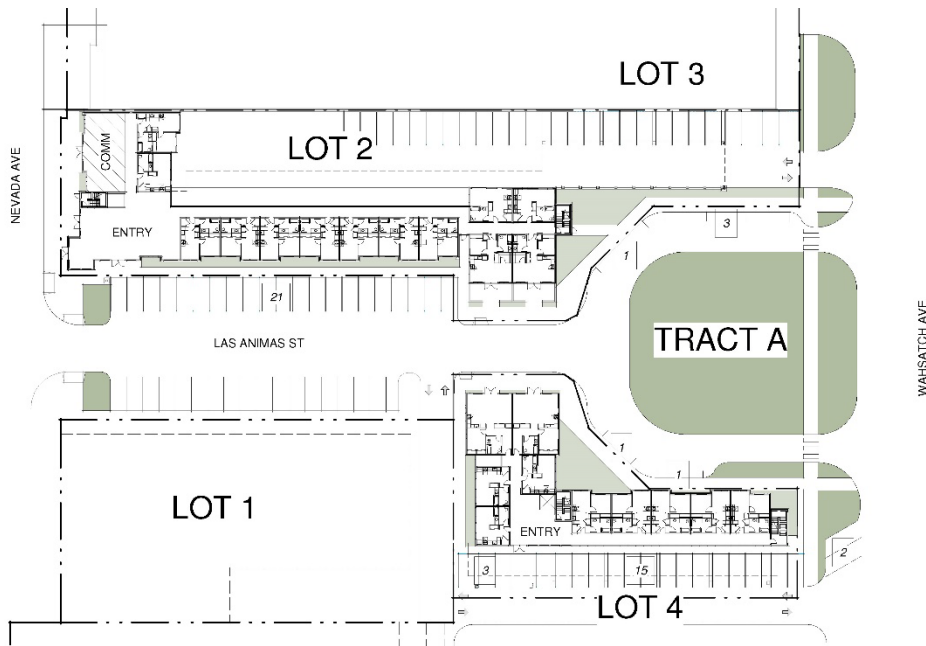
Bristow House will be a workforce housing development located on the southern parcels 4 to 6. The proposed site plan, illustrated in **Figure 2**, includes approximately 185 units ranging from studio, one-, and two-bedroom units. The rental rates for all units will range from 70 percent to 110 percent of area median income (AMI).

Figure 2. Bristow House Site Plan



Lowell Commons, located on northern parcels 1 to 3, is anticipated to include between 185 to 205 workforce housing units priced at levels for households earning between 70 percent and 110 percent of AMI. The proposed site plan is illustrated in **Figure 3**.

Figure 3. Lowell Commons Site Plan



Public improvements proposed for the Bristow-Lowell URA will provide a public benefit of not only eliminating blight, but also enhancing and creating a sense of place and community. Bristow-Lowell URA includes a variety of public improvements, totaling approximately \$8.2 million, shown below in **Table 1**. Both Bristow House and Lowell Commons include affordable units to households earning 80 percent of the area median income (AMI) or lower. These affordable units are essential to the community to offer housing that is affordable for the local workforce. There is value in providing affordable units tied to specific AMI levels compared to market rate housing. Approximately 23 percent of the units in each project will be affordable. The community benefit derived from the affordable units is estimated by comparing the value based on affordable rents to the value if rented at market rate. The difference between the two represents the community benefit, which is \$2.4 million in Bristow House and \$2.1 million in Lowell Commons.

Bristow House will include the perseveration of a historic bridge on the property as well as improvements for a dog park and pickleball courts. Both projects include ROW of improvements for utilities, streetscape and sidewalks, and landscaping. Additionally, each development includes \$50,000 for the installation of public art.

Table 1. Bristow-Lowell URA Eligible Improvements

Eligible Improvements	Factor	Total	% Total
Bristow House			
ROW Writers Way/Victoria St		\$973,000	22.6%
Curb, Gutter, and Utilities		\$500,000	11.6%
Historic Bridge		\$50,000	1.2%
Grading for Dog Park and Pickleball Courts		\$250,000	5.8%
Land Planning/Landscaping		\$50,000	1.2%
Public Art		\$50,000	1.2%
Value of Affordable Units	23%	<u>\$2,431,080</u>	<u>56.5%</u>
Subtotal		\$4,304,080	100.0%
Lowell Commons			
Roads and Streetscape		\$500,000	12.9%
Utilities		\$650,000	16.7%
Exterior Improvements		\$500,000	12.9%
Public Art		\$50,000	1.3%
Value of Affordable Units	23%	<u>\$2,187,184</u>	<u>56.3%</u>
Subtotal		\$3,887,184	100.0%
Total		\$8,191,263	

Source: Developer; Economic & Planning Systems

3. County Fiscal Impact

In order to estimate the anticipated impact of the development of the parcels included in the Plan Area boundary on the County, EPS evaluated expected property tax revenues, infrastructure costs, and impacts on cost of service for the county.

Property Taxes

CSURA is expected to direct 100 percent of the property tax revenues generated by the Plan increment to the project. These revenues include any property tax that is generated by new development on the parcels included in the Plan Area. These revenues are necessary to allow the project to move forward and will be used to fund eligible improvements.

Assumptions

To estimate potential property tax revenues of Bristow-Lowell, EPS estimated market values for the multifamily units at \$300,000 per unit. The estimated value is based on a comparison of construction costs, assessor data, and comparable property research for urban locations with projects that have structured parking. An annual growth rate of 2.0 percent is applied to the market value. In accordance with Colorado Legislature, a biannual reassessment applies to the base value on odd-number years, which is estimated at 2.0 percent.

Property Tax Base

The current assessed value of the vacant land in the proposed Bristow-Lowell URA is \$688,940 per year, shown below in **Table 2**. This base reflects the total value of the six vacant land parcels within the URA boundary. The assessment rate and mill levy are two universally used factors that generate revenue streams that are a portion of total valuation. The assessment rate for commercial property in Colorado is 27.9 percent. Note that per State regulations, vacant land is classified as commercial (27.9 percent) while multifamily is assessed as residential at 6.765 percent.

Table 2. Property Base Value, 2023

Location	Actual Value			Assessed Value		
	Land	Imp.	Total	Land	Imp.	Total
Bristow House						
19-14-66	\$2,883,126	\$0	\$2,883,126	\$158,510	\$0	\$158,510
SANTA FE ST	\$16,798	\$0	\$16,798	\$4,690	\$0	\$4,690
E FOUNTAIN BLVD	<u>\$1,249,083</u>	<u>\$0</u>	<u>\$1,249,083</u>	<u>\$348,490</u>	<u>\$0</u>	<u>\$348,490</u>
Subtotal	\$4,149,007	\$0	\$4,149,007	\$511,690	\$0	\$511,690
Lowell Commons						
202 E LAS ANIMAS ST	\$224,359	\$0	\$224,359	\$62,600	\$0	\$62,600
252 E LAS ANIMAS ST	\$197,740	\$0	\$197,740	\$55,170	\$0	\$55,170
251 E LAS ANIMAS ST	<u>\$213,206</u>	<u>\$0</u>	<u>\$213,206</u>	<u>\$59,480</u>	<u>\$0</u>	<u>\$59,480</u>
Subtotal	\$635,305	\$0	\$635,305	\$177,250	\$0	\$177,250
Total	\$4,784,312	\$0	\$4,784,312	\$688,940	\$0	\$688,940

Source: El Paso County Assessor; Economic & Planning Systems

The 2023 mill levies for all parcels in the taxing district are shown in **Table 3**. The total mill levy in 2023 was 112.9380, but only 54.4590 mills are eligible to pledge to tax increment financing (TIF). This assumes a 100 percent pledge of property taxes from El Paso County, City of Colorado Springs, School District #11, Pikes Peak Library District, and Southeastern Colorado Water Conservancy District. The Lowell Metropolitan District is not eligible because it has debt issued and all the revenues are required for the bond repayment. Additionally, the road and bridge shares are ineligible funds for TIF because they are a dedicated revenue stream.

Table 3. Mill Levies, 2023

Description	Mill Levy	TIF Share	TIF Mill Levy
EL PASO COUNTY	6.862	100%	6.8620
EPC ROAD & BRIDGE SHARE	0.165	0%	0.0000
CITY OF COLORADO SPRINGS	3.579	100%	3.5790
EPC-COLORADO SPGS ROAD & BRIDGE SHARE	0.165	0%	0.0000
COLO SPGS SCHOOL DISTRICT #11	40.069	100%	40.0690
PIKES PEAK LIBRARY DISTRICT	3.061	100%	3.0610
SOUTHEASTERN COLO WATER CONSERVANCY	0.888	100%	0.8880
LOWELL METRO DISTRICT	<u>58.149</u>	0%	<u>0.0000</u>
Total	112.9380		54.4590

Source: El Paso County Assessor; Economic & Planning Systems

Property Tax Increment

Based on the assumptions stated above and information from the Developer, in 2049 the cumulative value of residential development is estimated at \$188.2 million, as shown below in **Table 4**. The future property taxes due to new development are referred to as the increment. The development of Bristow-Lowell is expected to generate approximately \$10.2 million in property tax increment over the 25-year period, which equates to an average of approximately \$410,000 per year, as shown in **Table 5**. The present value, assuming a 5.0 percent discount rate equates to \$5.3 million or an average of \$213,000 per year.

Following the 25-year period, the property tax that has been redirected through the URA will revert to the original taxing entities. At that time, the parcels shown in the Plan Area are expected to generate approximately \$597,195 million annually in total property taxes, which includes approximately \$48,535 that is attributed to the base values and \$548,660 that is generated by the increment or new development.

Table 4. Estimated Development Value, 2024-2049

Year	Plan Year	Bristow ^[1]	Lowell ^[1]	TOTAL
		\$300,000/unit 185 units	\$300,000/unit 205 units	Multifamily
2024	0	\$0	\$0	\$0
2025	1	\$27,750,000	\$0	\$27,750,000
2026	2	\$56,610,000	\$15,682,500	\$72,292,500
2027	3	\$57,742,200	\$63,984,600	\$121,726,800
2028	4	\$58,897,044	\$65,264,292	\$124,161,336
2029	5	\$60,074,985	\$66,569,578	\$126,644,563
2030	6	\$61,276,485	\$67,900,969	\$129,177,454
2031	7	\$62,502,014	\$69,258,989	\$131,761,003
2032	8	\$63,752,055	\$70,644,169	\$134,396,223
2033	9	\$65,027,096	\$72,057,052	\$137,084,148
2034	10	\$66,327,638	\$73,498,193	\$139,825,831
2035	11	\$67,654,190	\$74,968,157	\$142,622,347
2036	12	\$69,007,274	\$76,467,520	\$145,474,794
2037	13	\$70,387,420	\$77,996,870	\$148,384,290
2038	14	\$71,795,168	\$79,556,808	\$151,351,976
2039	15	\$73,231,071	\$81,147,944	\$154,379,015
2040	16	\$74,695,693	\$82,770,903	\$157,466,596
2041	17	\$76,189,607	\$84,426,321	\$160,615,927
2042	18	\$77,713,399	\$86,114,847	\$163,828,246
2043	19	\$79,267,667	\$87,837,144	\$167,104,811
2044	20	\$80,853,020	\$89,593,887	\$170,446,907
2045	21	\$82,470,080	\$91,385,765	\$173,855,845
2046	22	\$84,119,482	\$93,213,480	\$177,332,962
2047	23	\$85,801,872	\$95,077,750	\$180,879,621
2048	24	\$87,517,909	\$96,979,305	\$184,497,214
2049	25	\$89,268,267	\$98,918,891	\$188,187,158

^[1] Reflects annual escalation of 2.0%

Source: Economic & Planning Systems

Table 5. Estimated Property Tax Increment, 2024-2049

Year	Plan Yr.	Appraised Val.	Assessed Value (1-Yr. Lag) ^[1]			Property Tax Increment (1-Yr. Lag) 54.459 mill levy	TIF Present Value (1-Yr. Lag) 5.00%
		Multifamily 95.0% of Act.	Base Val. ^[2] 29.00%	Multifamily 6.765%	Increment Val.		
2024	0	\$0	\$688,940	\$0	\$0	\$0	\$0
2025	1	\$26,362,500	\$702,719	\$0	\$0	\$0	\$0
2026	2	\$68,677,875	\$702,719	\$1,783,423	\$1,261,499	\$0	\$0
2027	3	\$115,640,460	\$716,773	\$4,646,058	\$3,929,285	\$68,700	\$62,313
2028	4	\$117,953,269	\$716,773	\$7,750,313	\$7,033,540	\$213,985	\$184,848
2029	5	\$120,312,335	\$731,109	\$7,979,539	\$7,248,430	\$383,040	\$315,128
2030	6	\$122,718,581	\$731,109	\$7,979,539	\$7,248,430	\$394,742	\$309,291
2031	7	\$125,172,953	\$745,731	\$8,301,912	\$7,556,181	\$394,742	\$294,563
2032	8	\$127,676,412	\$745,731	\$8,301,912	\$7,556,181	\$411,502	\$292,447
2033	9	\$130,229,940	\$760,645	\$8,637,309	\$7,876,664	\$411,502	\$278,521
2034	10	\$132,834,539	\$760,645	\$8,637,309	\$7,876,664	\$428,955	\$276,508
2035	11	\$135,491,230	\$775,858	\$8,986,257	\$8,210,398	\$428,955	\$263,341
2036	12	\$138,201,054	\$775,858	\$8,986,257	\$8,210,398	\$447,130	\$261,428
2037	13	\$140,965,075	\$791,376	\$9,349,301	\$8,557,926	\$447,130	\$248,979
2038	14	\$143,784,377	\$791,376	\$9,349,301	\$8,557,926	\$466,056	\$247,159
2039	15	\$146,660,065	\$807,203	\$9,727,013	\$8,919,810	\$466,056	\$235,390
2040	16	\$149,593,266	\$807,203	\$9,727,013	\$8,919,810	\$485,764	\$233,661
2041	17	\$152,585,131	\$823,347	\$10,119,984	\$9,296,637	\$485,764	\$222,534
2042	18	\$155,636,834	\$823,347	\$10,119,984	\$9,296,637	\$506,286	\$220,891
2043	19	\$158,749,570	\$839,814	\$10,528,832	\$9,689,018	\$506,286	\$210,372
2044	20	\$161,924,562	\$839,814	\$10,528,832	\$9,689,018	\$527,654	\$208,811
2045	21	\$165,163,053	\$856,610	\$10,954,197	\$10,097,586	\$527,654	\$198,867
2046	22	\$168,466,314	\$856,610	\$10,954,197	\$10,097,586	\$549,904	\$197,384
2047	23	\$171,835,640	\$873,743	\$11,396,746	\$10,523,004	\$549,904	\$187,985
2048	24	\$175,272,353	\$873,743	\$11,396,746	\$10,523,004	\$573,072	\$186,576
2049	25	\$178,777,800	\$891,217	\$11,857,175	\$10,965,957	\$573,072	\$177,691
Total						\$10,247,857	\$5,314,687
Avg.						\$409,914	\$212,587
2050			\$891,217	\$11,857,175	\$10,965,957	\$597,195	\$176,353

^[1] Reflects a biannual reassessment.

^[2] Biannual escalation of 2.0%

Source: Economic & Planning Systems

Taxing District Impact

El Paso County Impact

El Paso County has a 6.862 mill levy. Existing property taxes refer to the “Base” and will continue to be collected by El Paso County. The County’s share of the current property tax base is \$4,822, shown in **Table 6**. This base amount is expected to grow at 2.0 percent every two years resulting in an annual amount of \$6,116 for El Paso County in year 25 and generating a total of approximately \$135,463 over the 25-year period. After the 25-year period is complete, the County’s share of property tax revenues will increase to approximately \$81,364 annually due to the new development. This includes approximately \$75,248 generated by the property tax increment from Bristow and Lowell Commons.

Table 6. El Paso County Property Tax Revenue, 2025-2049

Year	Plan Year	El Paso County Property Tax: 6.862 mills		
		Base	Increment 1-Yr. Lag	Total
2025	1	\$4,822	\$0	\$4,822
2026	2	\$4,822	\$0	\$4,822
2027	3	\$4,918	\$8,656	\$13,575
2028	4	\$4,918	\$26,963	\$31,881
2029	5	\$5,017	\$48,264	\$53,281
2030	6	\$5,017	\$49,739	\$54,756
2031	7	\$5,117	\$49,739	\$54,856
2032	8	\$5,117	\$51,851	\$56,968
2033	9	\$5,220	\$51,851	\$57,070
2034	10	\$5,220	\$54,050	\$59,269
2035	11	\$5,324	\$54,050	\$59,374
2036	12	\$5,324	\$56,340	\$61,664
2037	13	\$5,430	\$56,340	\$61,770
2038	14	\$5,430	\$58,724	\$64,155
2039	15	\$5,539	\$58,724	\$64,264
2040	16	\$5,539	\$61,208	\$66,747
2041	17	\$5,650	\$61,208	\$66,858
2042	18	\$5,650	\$63,794	\$69,443
2043	19	\$5,763	\$63,794	\$69,556
2044	20	\$5,763	\$66,486	\$72,249
2045	21	\$5,878	\$66,486	\$72,364
2046	22	\$5,878	\$69,290	\$75,168
2047	23	\$5,996	\$69,290	\$75,285
2048	24	\$5,996	\$72,209	\$78,204
2049	25	<u>\$6,116</u>	<u>\$72,209</u>	<u>\$78,324</u>
Total		\$135,463	\$1,291,261	\$1,426,724
Future Tax Revenue				
2050		\$6,116	\$75,248	\$81,364

Source: Economic & Planning Systems

Colorado Springs School District 11 Impact

The Plan Area is located within the Colorado Springs School District Number 11, which has a 40.069 mill levy. The School District’s share of the current property tax base is \$28,157, shown in **Table 7**, and will continue to be collected by the School District. The base amount is expected to grow at 2.0 percent every two years resulting in an annual amount of \$35,710 in year 25 and generating a total over \$791,000 over the 25-year period. After the 25-year period is complete, the School District’s share of property tax revenues will increase to approximately \$475,100 annually due to the new development. This includes approximately \$439,395 generated by the property tax increment from Bristow and Lowell Commons.

Table 7. School District Property Tax Revenue, 2025-2049

Year	Plan Year	School Dist. Property Tax: 40.069 mills		Total
		Base	Increment 1-Yr. Lag	
2025	1	\$28,157	\$0	\$28,157
2026	2	\$28,157	\$0	\$28,157
2027	3	\$28,720	\$50,547	\$79,267
2028	4	\$28,720	\$157,443	\$186,163
2029	5	\$29,295	\$281,827	\$311,122
2030	6	\$29,295	\$290,437	\$319,732
2031	7	\$29,881	\$290,437	\$320,318
2032	8	\$29,881	\$302,769	\$332,649
2033	9	\$30,478	\$302,769	\$333,247
2034	10	\$30,478	\$315,610	\$346,088
2035	11	\$31,088	\$315,610	\$346,698
2036	12	\$31,088	\$328,982	\$360,070
2037	13	\$31,710	\$328,982	\$360,692
2038	14	\$31,710	\$342,908	\$374,617
2039	15	\$32,344	\$342,908	\$375,251
2040	16	\$32,344	\$357,408	\$389,752
2041	17	\$32,991	\$357,408	\$390,399
2042	18	\$32,991	\$372,507	\$405,498
2043	19	\$33,651	\$372,507	\$406,157
2044	20	\$33,651	\$388,229	\$421,880
2045	21	\$34,324	\$388,229	\$422,553
2046	22	\$34,324	\$404,600	\$438,924
2047	23	\$35,010	\$404,600	\$439,610
2048	24	\$35,010	\$421,646	\$456,656
2049	25	\$35,710	\$421,646	\$457,356
Total		\$791,005	\$7,540,009	\$8,331,014
Future Tax Revenue				
	2050	\$35,710	\$439,395	\$475,105

Source: Economic & Planning Systems

City of Colorado Springs Impact

The City of Colorado Springs has a 3.579 mill levy. The City's share of the current property tax base is \$2,515, shown in **Table 8**, and will continue to be collected by the City. The base amount is expected to grow at 2.0 percent every two years resulting in an annual amount of \$3,190 in year 25 and generating a total of approximately \$70,653 over the 25-year period. After the 25-year period is complete, the City's share of property tax revenues will increase to approximately \$42,437 annually due to the new development. This includes approximately \$39,200 generated by the property tax increment from Bristow and Lowell Commons.

Table 8. City of Colorado Springs Property Tax Revenue, 2025-2049

Year	Plan Year	Co. Springs Property Tax: 3.579 mills		
		Base	Increment 1-Yr. Lag	Total
2025	1	\$2,515	\$0	\$2,515
2026	2	\$2,515	\$0	\$2,515
2027	3	\$2,565	\$4,515	\$7,080
2028	4	\$2,565	\$14,063	\$16,628
2029	5	\$2,617	\$25,173	\$27,790
2030	6	\$2,617	\$25,942	\$28,559
2031	7	\$2,669	\$25,942	\$28,611
2032	8	\$2,669	\$27,044	\$29,713
2033	9	\$2,722	\$27,044	\$29,766
2034	10	\$2,722	\$28,191	\$30,913
2035	11	\$2,777	\$28,191	\$30,967
2036	12	\$2,777	\$29,385	\$32,162
2037	13	\$2,832	\$29,385	\$32,217
2038	14	\$2,832	\$30,629	\$33,461
2039	15	\$2,889	\$30,629	\$33,518
2040	16	\$2,889	\$31,924	\$34,813
2041	17	\$2,947	\$31,924	\$34,871
2042	18	\$2,947	\$33,273	\$36,219
2043	19	\$3,006	\$33,273	\$36,278
2044	20	\$3,006	\$34,677	\$37,683
2045	21	\$3,066	\$34,677	\$37,743
2046	22	\$3,066	\$36,139	\$39,205
2047	23	\$3,127	\$36,139	\$39,266
2048	24	\$3,127	\$37,662	\$40,789
2049	25	<u>\$3,190</u>	<u>\$37,662</u>	<u>\$40,851</u>
Total		\$70,653	\$673,481	\$744,134
Future Tax Revenue				
2050		\$3,190	\$39,247	\$42,437

Source: Economic & Planning Systems

Pikes Peak Library District Impact

The Plan Area is located within the Pikes Peak Library District, which has a 3.061 mill levy. The Library District’s share of the current property tax base is \$2,151, shown in **Table 9**, and will continue to be collected by the Library District. The base amount is expected to grow at 2.0 percent every two years resulting in an annual amount of \$2,728 in year 25 and generating a total of approximately \$60,427 over the 25-year period. After the 25-year period is complete, the Pikes Peak Library District’s share of property tax revenues will increase to approximately \$36,295 annually due to the new development. This includes approximately \$33,567 generated by the property tax increment from Bristow and Lowell Commons.

Table 9. Library Property Tax Revenue, 2025-2049

Year	Plan Year	Library Property Tax: 3.061 mills		
		Base	Increment 1-Yr. Lag	Total
2025	1	\$2,151	\$0	\$2,151
2026	2	\$2,151	\$0	\$2,151
2027	3	\$2,194	\$3,861	\$6,055
2028	4	\$2,194	\$12,028	\$14,222
2029	5	\$2,238	\$21,530	\$23,768
2030	6	\$2,238	\$22,187	\$24,425
2031	7	\$2,283	\$22,187	\$24,470
2032	8	\$2,283	\$23,129	\$25,412
2033	9	\$2,328	\$23,129	\$25,458
2034	10	\$2,328	\$24,110	\$26,439
2035	11	\$2,375	\$24,110	\$26,485
2036	12	\$2,375	\$25,132	\$27,507
2037	13	\$2,422	\$25,132	\$27,554
2038	14	\$2,422	\$26,196	\$28,618
2039	15	\$2,471	\$26,196	\$28,667
2040	16	\$2,471	\$27,304	\$29,774
2041	17	\$2,520	\$27,304	\$29,824
2042	18	\$2,520	\$28,457	\$30,977
2043	19	\$2,571	\$28,457	\$31,028
2044	20	\$2,571	\$29,658	\$32,229
2045	21	\$2,622	\$29,658	\$32,280
2046	22	\$2,622	\$30,909	\$33,531
2047	23	\$2,675	\$30,909	\$33,583
2048	24	\$2,675	\$32,211	\$34,885
2049	25	\$2,728	\$32,211	\$34,939
Total		\$60,427	\$576,006	\$636,433
Future Tax Revenue				
	2050	\$2,728	\$33,567	\$36,295

Source: Economic & Planning Systems

Southeastern Colorado Water Conservancy District Impact

The Plan Area is located within the Southeastern Colorado Water Conservancy District, which has a 0.888 mill levy. The Water Conservancy District’s share of the current property tax base is \$624, shown in **Table 10**, and will continue to be collected by the Water Conservancy District. The base amount is expected to grow at 2.0 percent every two years resulting in an annual amount of \$791 in year 25 and generating a total of approximately \$17,530 over the 25-year period. After the 25-year period is complete, the Southeastern Colorado Water Conservancy District’s share of property tax revenues will increase to approximately \$10,529 annually due to the new development. This includes approximately \$9,738 generated by the property tax increment from Bristow and Lowell Commons.

Table 10. Water Conservancy Property Tax Revenue, 2025-2049

Year	Plan Year	Water Conserv. Property Tax: 0.888 mills		Total
		Base	Increment 1-Yr. Lag	
2025	1	\$624	\$0	\$624
2026	2	\$624	\$0	\$624
2027	3	\$636	\$1,120	\$1,757
2028	4	\$636	\$3,489	\$4,126
2029	5	\$649	\$6,246	\$6,895
2030	6	\$649	\$6,437	\$7,086
2031	7	\$662	\$6,437	\$7,099
2032	8	\$662	\$6,710	\$7,372
2033	9	\$675	\$6,710	\$7,385
2034	10	\$675	\$6,994	\$7,670
2035	11	\$689	\$6,994	\$7,683
2036	12	\$689	\$7,291	\$7,980
2037	13	\$703	\$7,291	\$7,994
2038	14	\$703	\$7,599	\$8,302
2039	15	\$717	\$7,599	\$8,316
2040	16	\$717	\$7,921	\$8,638
2041	17	\$731	\$7,921	\$8,652
2042	18	\$731	\$8,255	\$8,987
2043	19	\$746	\$8,255	\$9,001
2044	20	\$746	\$8,604	\$9,350
2045	21	\$761	\$8,604	\$9,365
2046	22	\$761	\$8,967	\$9,727
2047	23	\$776	\$8,967	\$9,743
2048	24	\$776	\$9,344	\$10,120
2049	25	\$791	\$9,344	\$10,136
Total		\$17,530	\$167,100	\$184,630
Future Tax Revenue				
	2050	\$791	\$9,738	\$10,529

Source: Economic & Planning Systems

Summary of County Impact

Cost of Service and Infrastructure Costs

Development projects such as Bristow-Lowell will generate fiscal and economic impacts to El Paso County, with factors that are both positive and negative. Some uses, such as residential, will have more of an impact on County services and costs.

It is important to recognize that the cost of service and infrastructure costs vary depending on whether or not the development occurs within incorporated or unincorporated areas. The entire Plan Area is located within the City of Colorado Springs municipal boundaries. It is also noteworthy that many of the urban services required by the new development will be provided by the City of Colorado Springs such as police, fire, street maintenance, parks and recreation, and general administration such as planning, zoning, land use code enforcement, business licensing, etc.

For the purposes of this analysis, EPS assumes that the modest additional service cost to the County associated with the future development within the City of Colorado Springs is balanced by additional revenue sources, such as intergovernmental transfers and fees for services. While modest, the County will receive sales tax revenues from the residents living within the development. The County is expected to have no financial exposure for infrastructure costs or other capital improvements, at the time of construction or on an ongoing basis. Future infrastructure costs that are associated with development on parcels included in the Plan Area boundary are anticipated to be financed by the Developer initially, and by the Colorado Springs Urban Renewal Authority and the City of Colorado Springs in the future.

Summary of the Net County Impact

Based on the analysis included in this report, EPS anticipates that the impact of the proposed Bristow and Lowell Commons in the Bristow-Lowell Urban Renewal Plan on El Paso County will be neutral. The County will continue to receive the base amount of \$4,822 annually with biannual escalation. By 2050, the end of the 25-year tax increment period, the County's portion of property tax is expected to increase to \$81,364 as a result of the new development. The County can expect to receive this approximate level of revenue upon the sunset of the TIF in 2049.

Based on previous experience evaluating county fiscal structures, EPS has an understanding of expenditures, revenues, and alternative revenue sources that new development generates as well as the corresponding costs of service attributed to various development types. Moreover, because the future development will be located within the City of Colorado Springs, and the City is responsible for a majority of services, including ones with typically higher costs to local government (i.e., police, fire, public works, water), the County's exposure in

terms of its financial outlay will be modest and is expected to be mitigated with other revenue sources.

July 23, 2024

Via Email and Certified Mail, Return Receipt Requested

Pikes Peak Library District (Library 21 C)

1175 Chapel Hills Dr.

Colorado Springs, CO 80920

Attention: Randall Green, Chief Financial Officer

Teona Shainidze-Krebs, Chief Librarian and Chief Executive Officer

Re: Notice of Proposed OneVeLa Urban Renewal Plan and Proposed Tax Sharing Agreement

Dear Mr. Green and Ms. Shainidze-Krebs:

The Board of Commissioners of the Colorado Springs Urban Renewal Authority (“CSURA”) is considering a proposed urban renewal project in downtown Colorado Springs running East of Sahwatch St. and North of Costilla St., as more particularly described in the enclosures to this letter, for the redevelopment of the site into a mixed-use residential and commercial development. As of 2016, changes to the Colorado Urban Renewal Law require the CSURA to notify the taxing entities whose incremental property taxes would be allocated pursuant to any urban renewal plan before any such plan may be approved by the City Council. The area within the proposed OneVeLa Urban Renewal Plan (the “Plan”) is located within the jurisdiction of the Pikes Peak Library District (“PPLD”) and would allocate property tax increment generated by the project of taxing entities including PPLD. This letter constitutes notice of the proposed Plan pursuant to CSURA’s obligations under C.R.S. § 31-25-107(9.5)(a).

Enclosed herewith please find (i) a copy of the Tax Forecast and County Impact Report for the OneVeLa Urban Renewal Area in Colorado Springs, Colorado prepared by EPS Consulting, (ii) the proposed Property Tax Increment Revenue Agreement between the CSURA and PPLD and (iii) a copy of the proposed Plan. I would like to arrange another meeting with you to discuss the proposed agreement and allocation of incremental property tax generated within the Plan area between the CSURA and PPLD. CSURA believes the implementation of the Plan would eliminate blight within the Plan area and be a significant benefit to the community.

Please let me know your availability to meet in the near future to discuss the Plan and the proposed agreement.

Sincerely,

Jariah Walker

Executive Director, Colorado Springs Urban Renewal Authority

Enclosures

Office: 30 South Nevada Avenue • Suite 603 • Colorado Springs, CO 80903

Mailing Address: P.O. Box 1575 • Mail Code 628 • Colorado Springs, CO 80901-1575

Phone: 719-385-5714 • Fax: 719-633-6138

PROPERTY TAX INCREMENT REVENUE AGREEMENT
(Pikes Peak Library District)
(OneVeLa Urban Renewal Plan)

This Property Tax Increment Revenue Agreement (the “Agreement”) is entered into as of _____, 2024 (the “Effective Date”) by and between the COLORADO SPRINGS URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado (the “Authority”), whose address is 30 South Nevada Avenue, Colorado Springs, Colorado 80903, and the PIKES PEAK LIBRARY DISTRICT, a political subdivision of the State of Colorado (the “Library District”), whose address is 12 North Cascade Avenue, Colorado Springs, Colorado 80903. The Authority and the Library District are referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS.

The following recitals are incorporated in and made a part of this Agreement. Capitalized terms used herein and not otherwise defined are defined in Section 1 below.

A. Proposed Redevelopment. The Parties have been advised that the real property described in Exhibit A (the “Property”) lying within the corporate limits of the City of Colorado Springs, Colorado (the “City”) is being studied for designation as an urban renewal area to be redeveloped by one or more developers and/or property owner(s) as a mixed-use residential and commercial development that will eliminate existing blighted conditions which constitute threats to the health, safety and welfare of the community and barriers to development.

B. Urban Renewal and Tax Increment Financing. To accomplish the proposed redevelopment and to provide certain required public improvements, the Authority has recommended inclusion of the Property in a proposed urban renewal plan, entitled as the “OneVeLa Renewal Plan” (the “Plan” or “Urban Renewal Plan”) authorizing and utilizing tax increment financing in accordance with the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the “Act”), to pay Eligible Costs of the Improvements. The proposed Plan that includes the Property has been provided to the Library District under separate cover. The final Plan approved by the City Council of the City shall be the “Plan” for purposes of this Agreement.

C. Nature of Urban Renewal Project and Purpose of Agreement. The proposed Urban Renewal Project consists of designing, developing and constructing the Improvements (which includes paying the Eligible Costs of public improvements) necessary to serve the proposed Urban Renewal Area and to comply with §31-25-107(4)(g) of the Act that requires the Plan to afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the Urban Renewal Area by private enterprise. Approval of the Urban Renewal Plan is subject to recent legislation, including requirements imposed by HB 15-1348 for new urban renewal plans adopted after January 1, 2016.

D. Impact Report. The Authority has submitted to the Library District a copy of the Impact Report required to be submitted to El Paso County by §31-25-107(3.5) of the Act, which includes a tax forecast for the Library District.

E. Colorado Urban Renewal Law. In accordance with the Act as amended to the date of this Agreement (including the requirements of HB 15-1348 and SB 18-248), the Parties desire to enter into this Agreement to facilitate adoption of the Plan and redevelopment of the proposed Urban Renewal Area described therein. The Agreement addresses, among other things, the estimated impacts of the Urban Renewal Plan on Library District services associated solely with the Urban Renewal Plan.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants, promises and agreements of each of the Parties hereto, to be kept and performed by each of them, it is agreed by and between the Parties hereto as set forth herein.

1. DEFINITIONS. As used in this Agreement:

1.1. “Act” means the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S.

1.2. “Agreement” means this Agreement, as it may be amended or supplemented in writing. References to sections or exhibits are to this Agreement unless otherwise qualified.

1.3. “Authority” means the Party described in the Preamble to this Agreement, the Colorado Springs Urban Renewal Authority, a body corporate and politic of the State of Colorado.

1.4. “Bonds” shall have the same meaning as defined in §31-25-103 of the Act.

1.5. “City” means the Party described in Recital A to this Agreement, the City of Colorado Springs, Colorado.

1.6. “District Increment” means the portion of Property Tax Increment Revenues generated by the District’s mill levy received by the Authority from the El Paso County Treasurer and paid into the Special Fund as specified in Section 3.1.

1.7. “Duration” means the twenty-five (25) year period that the tax increment or tax allocation provisions will be in effect as specified in §31-25-107(9)(a) of the Act, the Plan, and the Impact Report.

1.8. “Eligible Costs” means those costs eligible to be paid or reimbursed from the Property Tax Increment Revenues pursuant to the Act.

1.9. “Future Mill Levy” has the meaning set forth in Section 3.2.

1.10. “Impact Report” means the impact report setting forth the burdens and benefits of the Urban Renewal Project previously submitted to the Library District.

1.11. “Improvements” means the public improvements and private improvements to be constructed on the Property pursuant to the Plan.

1.12. “Library District” means the Party described in the Preamble to this Agreement, Pikes Peak Library District, a public body corporate and political subdivision of the State of Colorado.

1.13. “Party” or “Parties” means the Authority or the Library District or both and their lawful successors and assigns.

1.14. “Plan” means the urban renewal plan defined in Recital B above.

1.15. “Project” shall have the same meaning as Urban Renewal Project.

1.16. “Property Tax Increment Revenues” means all the TIF revenues derived from ad valorem property tax levies described in §31-25-107(9)(a)(II) of the Act allocated to the Special Fund for the Duration of the Urban Renewal Project.

1.17. “Special Fund” means the fund described in the Plan and §31-25-107(9)(a)(II) of the Act into which the Property Tax Increment Revenues will be deposited.

1.18. “TIF” means the property tax increment portion of the property tax assessment roll described in §31-25-107(9)(a)(II) of the Act.

1.19. “Urban Renewal Area” means the area included in the boundaries of the Plan.

1.20. “Urban Renewal Plan” means the urban renewal plan defined in Recital B above.

1.21. “Urban Renewal Project” means all undertakings and activities, or any combination thereof, required to carry out the Urban Renewal Plan pursuant to the Act.

2. Impact Report. The Parties acknowledge and agree that the Impact Report addresses the following information and hereby make and adopt the following findings relating to the Impact Report:

(a) The Urban Renewal Project is projected to create significant new employment opportunities and other benefits as specified in the Impact Report that will benefit the Parties, the region, and the State of Colorado.

(b) The Duration of time estimated to complete the Urban Renewal Project is the twenty-five (25) year period of time specified in §31-25-107(9)(a) of the Act.

(c) The estimated annual Property Tax Increment Revenue to be generated by the Urban Renewal Project for the Duration of the Urban Renewal Project and the portion of such Property Tax Increment Revenue to be allocated to fund the Urban Renewal Project are set forth in this Agreement and the Impact Report.

(d) The nature and relative size of the revenue and other benefits expected to accrue to the City, the Library District, and other taxing entities that levy property taxes in the Urban Renewal Area are set forth in the Impact Report and include, without limitation:

- (i) The increase in base value resulting from biennial general reassessments for the Duration in accordance with §31-25-107(9)(e) of the Act;
- (ii) The benefit of improvements in the Urban Renewal Area to existing taxing entity infrastructure in accordance with §31-25-107(3.5) of the Act;
- (iii) The estimate of the impact of the Urban Renewal Project on Library District and taxing entity revenues in accordance with §31-25-107(3.5) of the Act;
- (iv) The cost of additional Library District and taxing body infrastructure and services required to serve development in the Urban Renewal Area in accordance with §31-25-107(3.5) of the Act;
- (v) The capital or operating costs of the Parties, the City, and other taxing bodies that are expected to result from the Urban Renewal Project in accordance with HB 15-1348;
- (vi) The legal limitations on the use of revenues belonging to the Parties, the City, and any taxing entity in accordance with HB 15-1348 and SB 18-248; and
- (vii) The other estimated impacts of the Urban Renewal Project on Library District and other taxing body services or revenues in accordance with §31-25-107(3.5) of the Act.

3. RETENTION OF PROPERTY TAX INCREMENT REVENUES. In compliance with the requirements of HB 15-1348 and SB 18-248, the Parties have negotiated and agreed to the sharing of Property Tax Increment Revenues as set forth herein.

3.1. District Increment Revenues. The Library District and the Authority agree that the Authority may retain and expend in furtherance of the Urban Renewal Project one hundred percent (100%) of the District Increment, commencing on the date of approval by the City of the Plan, and lasting for the Duration.

3.2. Mill Levy Allocation. If the Library District’s eligible electors approve a new or increased mill levy for any lawful purpose (“Future Mill Levy”), any revenue derived from the Future Mill Levy shall not be considered part of the District Increment. Rather, upon approval by the eligible electors of the Library District of a Future Mill Levy, the Library District shall provide notification of the same to the Authority. From the date of such notice until the Duration has expired, the Authority shall annually deduct from the Property Tax Increment Revenue it receives any revenues attributable to the Future Mill Levy, as applicable, and shall remit such revenues to the Library District.

4. PLEDGE OF PROPERTY TAX INCREMENT REVENUES. The Library District recognizes and agrees that in reliance on this Agreement and in accordance with the provisions of §31-25-109(12) of the Act, the adoption and approval of the Plan includes an irrevocable pledge of all of the Property Tax Increment Revenues, including the District Increment, to pay the Authority’s Bonds and other financial obligations in connection with the Urban Renewal Project.

The Authority has elected to apply the provisions of §11-57-208, C.R.S., to this Agreement. The Property Tax Increment Revenues, when and as received by the Authority are and shall be subject to the lien of such pledge without any physical delivery, filing, or further act and are and shall be an obligation of the Parties pursuant to §31-25-107(9) of the Act. The Parties agree that the creation, perfection, enforcement and priority of the pledge of the Property Tax Increment Revenues as provided herein shall be governed by §11-57-208, C.R.S. The lien of such pledge on the Property Tax Increment Revenues shall have priority over any of all other obligations and liabilities of the Parties with respect to the Property Tax Increment Revenues.

5. NOTIFICATION OF PROPOSED MODIFICATIONS OF THE PLAN; AGREEMENT NOT PART OF PLAN. The Authority agrees to notify the Library District of any intended modification of the Plan as required by §31-25-107(7) of the Act. This Agreement is not part of the Plan.

6. WAIVER. Except for the notices required by this Agreement, the Library District, as authorized by §31-25-107(9.5)(b) and §31-25-107(11) of the Act, hereby waives any provision of the Act that provides for notice to the Library District, requires any filing with or by the Library District, requires or permits consent from the Library District, and provides any enforcement right to the Library District for the Duration, provided, however, that the Library District shall have the right to enforce this Agreement.

7. LIMITATION OF AGREEMENT. This Agreement applies only to the District Increment, as calculated, produced, collected and paid to the Authority from the Urban Renewal Area by the El Paso County Treasurer in accordance with §31-25-107(9)(a)(II) of the Act and the rules and regulations of the Property Tax Administrator of the State of Colorado, and does not include any other revenues of the City or the Authority.

8. MISCELLANEOUS.

8.1. Delays. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God; fires; floods; earthquake; abnormal weather; strikes; labor disputes; accidents; regulation or order of civil or military authorities; shortages of labor or materials; or other causes, similar or dissimilar, including economic downturns, which are beyond the control of such Party.

8.2. Termination and Subsequent Legislation or Litigation. In the event of termination of the Plan, including its TIF financing component, the Authority may terminate this Agreement by delivering written notice to the Library District. The Parties further agree that in the event legislation is adopted or a decision by a court of competent jurisdiction after the Effective Date of this Agreement that invalidates or materially effects any provisions hereof, the Parties will in good faith negotiate for an amendment to this Agreement that most fully implements the original intent, purpose and provisions of this Agreement, but does not impair any otherwise valid contracts in effect at such time.

8.3. Entire Agreement. This instrument embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous

communications, representations, or agreements, either verbal or written, between the Parties hereto. No modification to this Agreement shall be valid unless agreed to in writing by the Parties.

8.4. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their successors in interest.

8.5. No Third-Party Enforcement. It is expressly understood and agreed that 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 undersigned Parties and nothing in this agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned Parties that any person or entity other than the undersigned Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

8.6. No Waiver of Immunities. Nothing in this Agreement shall be construed as a waiver of the rights and privileges of the Parties pursuant to the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as the same may be amended from time to time. No portion of this Agreement shall be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this agreement.

8.7. Amendment. This Agreement may be amended only by an instrument in writing signed by the Parties.

8.8. Parties not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint venturers, and no Party shall be responsible for any debt or liability of any other Party.

8.9. Interpretation. All references herein to Bonds shall be interpreted to include the incurrence of debt by the Authority in any form consistent with the definition of “Bonds” in the Act, including payment of Eligible Costs or any other lawful financing obligation.

8.10. Incorporation of Recitals and Exhibits. The provisions of the Recitals and the Exhibits attached to this Agreement are incorporated in and made a part of this Agreement.

8.11. No Assignment. No Party may assign any of its rights or obligations under this Agreement.

8.12. Section Captions. The captions of the sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

8.13. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

8.14. Governing Law. This Agreement and the provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado.

8.15. No Presumption. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

8.16. Notices. Any notice required by this Agreement shall be in writing. All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be (a) personally delivered with a written receipt of delivery; (b) sent by a nationally-recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; (c) sent by certified or registered mail, return receipt requested; or (d) sent by confirmed facsimile transmission or electronic delivery with an original copy thereof transmitted to the recipient by one of the means described in subsections (a) through (c) no later than 5 business days thereafter. All notices shall be deemed effective when actually delivered as documented in a delivery receipt; provided, however, that if the notice was sent by overnight courier or mail as aforesaid and is affirmatively refused or cannot be delivered during customary business hours by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the addressor did not have either knowledge or written notice delivered in accordance with this paragraph, then the first attempted delivery shall be deemed to constitute delivery. Each Party shall be entitled to change its address for notices from time to time by delivering to the other Party notice thereof in the manner herein provided for the delivery of notices. All notices shall be sent to the addressee at its address set forth in the Preamble to this Agreement.

8.17. Days. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to C.R.S. § 24-11-101(1), such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

8.18. Authority. The persons executing this Agreement on behalf of the Parties covenant and warrant that each is fully authorized to execute this Agreement on behalf of such Party.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Authority and the Library District have caused their duly authorized officials to execute this Agreement effective as of the Effective Date.

PIKES PEAK LIBRARY DISTRICT, a political
subdivision of the State of Colorado

By: _____
Title: _____

ATTEST:

By: _____

COLORADO SPRINGS URBAN RENEWAL
AUTHORITY, a body corporate and politic of the
State of Colorado




By: _____
Title: _____

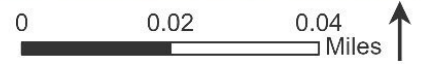
ATTEST:

By: _____

Exhibit A
The Property



-  OneVeLa URA Boundary
-  OneVeLa URA Parcels
-  Parcel



Final Report

OneVeLa Urban Renewal Plan

The Economics of Land Use



Prepared for:
Colorado Springs Urban Renewal Authority

Prepared by:
Economic & Planning Systems, Inc.

*Economic & Planning Systems, Inc.
730 17th Street, Suite 630
Denver, CO 80202-3511
303 623 3557 tel
303 623 9049 fax*

*Denver
Los Angeles
Oakland
Sacramento*

EPS #233172

July 15, 2024

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Figure 1. OneVeLa Urban Renewal Plan Area 2

Figure 2. OneVeLa Site Plan 7

Figure 3. OneVeLa Concept Plan 7

1. Introduction

Preface

This OneVeLa Urban Renewal Plan ("Plan" or the "Urban Renewal Plan") has been prepared for the City of Colorado Springs, Colorado, a home rule municipal corporation of the State of Colorado (the "City"). The Plan will be carried out by the Colorado Springs Urban Renewal Authority (the "Authority"), pursuant to the provisions of the Urban Renewal Law of the State of Colorado, Part 1 of Article 25 of Title 31, Colorado Revised Statutes, 1973, as amended to date (the "Act"). The administration and implementation of this Plan, including the preparation and execution of any documents implementing it, shall be performed by the Authority.

Blight Findings

Under the Act, an urban renewal area is a blighted area, as defined by the Act, and has been designated as appropriate for an urban renewal project by the City Council of the City (the "City Council"). In each urban renewal area, conditions of blight must be present, and the City Council must find that the presence of those conditions of blight substantially impair or arrest the sound growth of the municipality or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare in order for the Authority to exercise its powers.

The OneVeLa Conditions Survey prepared by Economic & Planning Systems (EPS) in August 2022 and updated in June 2024 ("Conditions Survey") was provided to the Authority under separate cover and demonstrates that the OneVeLa Study Area ("Study Area"), as defined in the Conditions Study, is eligible to be declared a blighted area by the City Council under the Act. The Conditions Survey identified and documented 6 of the 11 blight factors present in the Study Area. A description of the blight factors and observations is presented below in Section 4 of this report.

Urban Renewal Area Boundaries

The OneVeLa Urban Renewal Area ("URA" or "Plan Area") is located in the City of Colorado Springs in El Paso County. The Plan Area is comprised of four parcels on approximately 1.1 acres of land and adjacent right of way (ROW). The boundaries of the Plan Area to which this Plan applies includes Costilla Street to the south, Sahwatch Street to the west, a vacant commercial lot to the north, and a storage warehouse to the east, as shown below in **Figure 1** and more particularly described on Exhibit A attached hereto and made a part of hereof.

Figure 1. OneVeLa Urban Renewal Plan Area



Ownership

The parcels located within the Plan Area are all currently owned by 14 Costilla LLC. This ownership group is anticipated to be the developer for the project, if approved.

Zoning and Land Use

The Plan Area is zoned as a Form-Based Zone (FBZ) District, which encourages flexibility, innovation of design, and a variety of development types to improve the quality of development. FBZ is defined by the Colorado Springs Zoning Code as a district in which “the allowable urban form and the treatment of the public realm define the district. Uses allowed in this zone are determined at the time of approval or amendment of an FBZ regulating plan. Development standards are determined by the FBZ regulating plan, the development plan and a development agreement if applicable.” The Plan Area is within the FBZ Central Sector (CEN), which is the urban core in Downtown Colorado Springs. The Central Sector is expected to have the highest density downtown with commercial uses on the first level of most buildings with residential, lodging, or office uses above. The goal of the Central Sector Form Based Zone is to increase density and create a high-quality pedestrian environment.

2. Definitions

Terms used in this Plan are defined below and are representative of Urban Renewal Law C.R.S. 31-25-103.

- **Act or Urban Renewal Law** – Urban Renewal Law of the State of Colorado, Colo. Rev. Stat. § 31-25-101 et seq.
- **Available Property Tax Increment Revenues** – all Property Tax Increment Revenues available pursuant to the Tax Increment Financing provisions of the Act not payable to taxing bodies pursuant to agreements, if any, with the Authority or otherwise as provided in §31-25-107(9.5) of the Act. In the event that an agreement is reached with a taxing body pursuant to § 31-25-107(9.5) of the Act after the effective date of Plan approval by the City Council, the Property Tax Increment Revenues generated by said taxing body’s mill levy shall become Available Property Tax Increment Revenues, and the addition of such revenue shall not be a substantial modification to this Plan.
- **Available Revenues** – any and all revenues available to the Authority, including, without limitation, Available Property Tax Increment Revenues, any revenues available to the Authority from Districts, or any other source that are available under this Plan or otherwise under the Act.
- **Bonds** – any bonds (including refunding bonds), notes, interim certificates or receipts, temporary bonds, certificates of indebtedness, debentures, or other obligations.
- **District (or Districts)** – means a metropolitan district which is a quasi-municipal corporation and political subdivision of the State of Colorado organized under the Colorado Special District Act, 32-1-101, et seq., C.R.S., as from time to time amended, or a business improvement district which is a quasi-municipal corporation and political subdivision of the State of Colorado organized under the Colorado Business Improvement District Act, 31-25-1201, et seq., C.R.S., as from time to time amended, or any successor District or Districts thereto as may be approved by the City.
- **Property Taxes** – means, without limitation, all levies to be made on an ad valorem basis by or for the benefit of any public body upon taxable real and personal property in the Area.
- **Property Tax Increment Revenues** – the property tax revenues allocated to the Authority pursuant to §31-25-107(9) of the Act and Section 7.0 of this Plan.
- **Real property** – lands, lands under water, structures, and any and all easements, franchises, incorporeal hereditaments, and every estate and right therein, legal and equitable, including terms for years and liens by way of judgment, mortgage, or otherwise.

- **Redevelopment/Development Agreement** – one or more agreements between the Authority and developer(s) and/or property owners or such other individuals or entities as determined by the Authority to be essential to carry out the objectives of this Plan.
- **Slum area** – an area in which there is a predominance of buildings or improvements, whether residential or nonresidential, and which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire or other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime and is detrimental to the public health, safety, morals, or welfare.
- **Tax increment financing (TIF)** – the tax allocation financing as described in C.R.S. 31-25-107(9) of the Act as in effect on the date this Plan is approved by City Council.
- **Urban Renewal Authority or Authority** – a corporate body organized pursuant to the provisions of the Act for the purposes, with the powers, and subject to the restrictions set forth in the Act.
- **Urban Renewal Plan or Plan** – a plan, as it exists from time to time, for an urban renewal project, which plan conforms to a general or master plan for the physical development of the municipality as a whole and which is sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the urban renewal area, zoning and planning changes, if any, land uses, maximum densities, building requirements, and the plan's relationship to definite local objectives respecting appropriate land uses, improved traffic, public transportation, public utilities, recreational and community facilities, and other public improvements.
- **Urban Renewal Project** – undertakings and activities for the elimination and for the prevention of the development or spread of slums and blight and may involve slum clearance and redevelopment, or rehabilitation, or conservation, or any combination or part thereof, in accordance with an urban renewal plan.

3. Purpose

The purpose of this Plan is to reduce, eliminate, and prevent the spread of blight within the Plan Area through private development. The Plan sets goals to achieve this through implementing established objectives for the Area and assisting with the eligible costs of redevelopment, promoting economic growth and private investment through the tools available within the context of urban renewal tools, laws, and guidelines, including, without limitation, tax increment financing (TIF).

Establishment of the Urban Renewal Area will take advantage of improving conditions and the upcoming development cycle by focusing urban renewal efforts in a small area for the duration in accordance with the mandates of the Act.

Vision

The vision of the Plan Area, as expressed by the developer, is a mixed use development with residential and commercial uses, as shown in the site plan illustrated in **Figure 2** and concept plan in **Figure 3**. The Plan Area will be redeveloped into a vibrant, walkable area in Downtown Colorado Springs. The development expects to include approximately 400 residential units with a range of studios, 1-bedroom, 2-bedroom, and 3-bedroom units. The project intends to include rental rates for a range of income levels, including 10 percent of the units restricted to 100 percent of area median income (AMI) or below. This results in approximately 40 studio units with rent restrictions for the duration of the TIF period, 25 years. The development expects to also include ground floor commercial space and structured parking. The project intends to incorporate a variety of public amenities with public parking, sidewalks, streetscape, landscaping, and high-end façade/art.

Figure 2. OneVeLa Site Plan



Figure 3. OneVeLa Concept Plan



4. Blight Conditions

Before an urban renewal plan can be adopted by the City Council, there must be a determination that an area constitutes a blighted area. This determination depends upon the presence of several physical, environmental, and social factors. Blight is attributable to a range of conditions that, in combination, tend to accelerate the phenomenon of deterioration of an area. The definition of a blighted area is based upon the definition articulated in the Urban Renewal Law (C.R.S. § 31-25-103) as follows:

"Blighted area" means an area that, in its present condition and use and, by reason of the presence of at least four of the following factors, substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare:

- 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 public improvements or utilities;*
- g. Defective or unusual conditions of title rendering the title nonmarketable;*
- h. The existence of conditions that endanger life or property by fire and other causes;*
- i. 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;*
- j. Environmental contamination of buildings or property;*
- k.5 The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, building, or other improvements; or*
- l. If there is no objection by the property owner or owners and the tenant or tenants of such owner or owners, if any, to the inclusion of such property in an urban renewal area, "blighted area" also means an area that, in its present condition and use and, by reason of the presence of any one of the factors specified in paragraphs (a) to (k.5)*

of this subsection (2), substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare. For purposes of this paragraph (1), the fact that an owner of an interest in such property does not object to the inclusion of such property in the urban renewal area does not mean that the owner has waived any rights of such owner in connection with laws governing condemnation.

To use the powers of eminent domain, the definition of "blighted" is broadened to require that five of the eleven blight factors must be present (C.R.S. § 31-25-105.5(5)(a)):

(a) "Blighted area" shall have the same meaning as set forth in section 31-25-103 (2); except that, for the purposes of this section only, "blighted area" means an area that, in its present condition and use and, by reason of the presence of at least five of the factors specified in section 31-25-103 (2)(a) to (2)(l), substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare.

The methodology used to prepare the Conditions Survey for the Plan Area involved the following steps: (i) identify parcels to be included in the Plan Area; (ii) gather information about the properties and infrastructure within the Plan Area boundaries; (iii) evaluate evidence of blight through field reconnaissance; and (iv) record observed and documented conditions listed as blight factors in State Statute. The entire Conditions Survey is provided under separate cover.

5. Plan Goals and Conformance

Plan Goals and Objectives

The overall objective of this Plan is to remediate unfavorable existing conditions and prevent further deterioration by implementation of the relevant provisions contained in the following documents:

- PlanCOS (City of Colorado Springs Comprehensive Plan), 2019
- HomeCOS (City of Colorado Springs Affordable and Attainable Housing Plan), 2020
- City of Colorado Springs Strategic Plan, 2020-2024

This Plan is intended to stimulate private sector development in the Plan Area with a combination of private investment and Authority financing. The Plan has the following objectives:

- Implement PlanCOS and HomeCOS
- Prevent and eliminate conditions of blight within the City of Colorado Springs
- Encourage and provide incentives for the private development of housing
- Encourage the development of projects that would not otherwise be considered financially feasible without the participation of Colorado Springs Urban Renewal Authority (CSURA)
- Enhance the current property tax revenue within the city and county with development that will increase the assessed valuation and provide additional sales tax collections throughout the city.

Plan Conformance

Urban Renewal Law

This Plan is in conformity with and subject to the applicable statutory requirements of the Urban Renewal Law.

PlanCOS

The City of Colorado Springs' adopted Comprehensive Plan, known as *PlanCOS*, describes the City's vision of creating a vibrant community organized around six themes of vibrant neighborhoods, unique places, thriving economy, strong connections, renowned culture, and majestic landscapes. This Plan is intended to implement *PlanCOS* and is in direct conformance with *PlanCOS*. The URA Plan supports three themes in *PlanCOS* of vibrant neighborhoods, unique places, and

thriving economy. The following excerpts from *PlanCOS* highlight the linkage between *PlanCOS* and this Plan under these three themes. These are representative excerpts, and not an all-inclusive list of relevant statements:

- **Vision Map** – The Plan Area in the PlanCOS Vision Map is within Downtown Colorado Springs.
- **Vibrant Neighborhoods Framework** – The Plan Area is located in Downtown Colorado Springs.
- **Goal VN-2** – Strive for a diversity of housing types, styles, and price points distributed throughout the city through a combination of supportive development standards, community partnerships, and appropriate zoning and density that is adaptable to market demands and housing needs.
- **Goal VN-3** – Through neighborhood plans, associations, and partnerships, empower neighborhoods to reinvest in order to create community, vibrancy, and to address their specific vision and needs.
- **Unique Places Framework** – The unique places framework shows the vision of unique places in the city and focuses on designing these places to be compatible with surrounding neighborhoods and business areas. The Plan Area is located within Downtown. The goal of Downtown is to continue to grow and adapt Downtown Colorado Springs as the singular economic and cultural heart of the city and region, consistent with the Experience Downtown Colorado Springs Plan.
- **Goal UP-2** – Embrace thoughtful, targeted, and forward-thinking changes in land use, infill, reinvestment, and redevelopment to respond to shifts in demographics, technology, and the market.
 - **Policy UP-2.A:** Support infill and land use investment throughout the mature and developed areas of the city.
- **Goal UP-3** – Continue to grow and support Downtown as an inclusive, mixed use, cultural, and economic heart of the region.
- **Goal UP-4** – Strengthen our overall community identity and better serve the needs of residents and businesses within our large metropolitan area by developing active, unique, and connected centers and corridors.
- **Thriving Economy Framework** – The Plan Area in Downtown is located within a Critical Support Typology. The goal of Critical Support Typology is to ensure fundamental needs of residents and businesses are met every day by providing fundamental services and activities.
- **Goal TE-1** – Build on our quality of place and existing competitive advantages.
- **Goal TE-4** – Focus on productively developing and redeveloping areas already in, nearby, or surrounded by the city in order to preserve open spaces, maximize investments in existing infrastructure, limit future maintenance costs, and reduce the impacts of disinvestment in blighted areas.

HomeCOS

The Colorado Springs adopted HomeCOS, a comprehensive affordable and attainable housing plan, in 2020. HomeCOS addresses the region’s housing affordability challenges by analyzing the current housing needs and identifying strategies and tools to increase housing supply. This Plan intends to create new housing units at affordable rental rates, which directly supports and implements objective 2 in HomeCOS, which is to increase the supply of affordable rentals. Specific strategies this Plan supports include:

- **2A** – Create and implement an incentive package that facilitates affordable and attainable housing as infill development
- **2C** – Create public-private partnerships with the business community to increase affordable rental housing

City of Colorado Springs Strategic Plan

The City of Colorado Springs Strategic Plan for 2020-2024 ensures programs, services, and initiatives are aligned and serve a strategic vision. The Strategic Plan’s core values include promoting job creation, investing in infrastructure, excelling in City services, and building community and collaborative relationships. The City Gate 2.0 URA Plan directly implements the Strategic Plan and the following excerpt are representative of the alignment between the two:

- **3.0 – Building Community and Collaborative Relationships** – Provide strategic City services and community partnerships to improve citizen quality of life by reducing crime, reducing the number of persons experiencing chronic homelessness, increasing affordable housing opportunities, and facilitating community investment.
- **3.15 – Building Community and Collaborative Relationships** – Improve access to a broad range of homeless, affordable, and workforce housing.

Development Standards and Procedures

All development within the Plan Area shall conform to the City’s Land Use Code and any site-specific City zoning regulations and policies that might impact properties in the Plan Area, all as in effect and as may be amended. However, as authorized by the Urban Renewal Law, the Authority may arrange with the City for the planning, replanning, zoning or rezoning of any part of the Plan Area as needed in connection with the urban renewal project described in this Plan.

6. Authorized Urban Renewal Undertakings and Activities

The Act allows for a wide range of activities to be used in the implementation of an urban renewal plan. The Authority is authorized to provide both financial assistance and improvements in partnership with property owners and other affected parties in order to accomplish the objectives stated herein. Public private partnerships and other forms of cooperative development, including Cooperation Agreements, will be essential to the Authority's strategy for preventing the spread of blight and eliminating existing blighting conditions. Without limitation, undertakings and activities of the Authority in the furtherance of this Plan as described as follows.

Undertakings and Activities to Remedy Blight

As described in **Section 4** of this Plan, six qualifying conditions of blight were identified in the Study Area of which this Urban Renewal Areas is a part. Each of the six qualifying conditions was observed within the Urban Renewal Area. Implementation of this Plan by providing urban renewal resources for public and private improvements will remedy the conditions identified:

(a) *Slum, deteriorated, or deteriorating structures – Observed*

The development of the Plan Area will remove existing structures that are deteriorated and replace them with new residential and commercial development with quality materials and designs.

(b) *Predominance of defective or inadequate street layout - Observed*

Roadway improvements including sidewalks, curbs, and filling/repaving pot holes will improve the existing street layout and function ability for pedestrians and vehicles.

(d) *Unsanitary or unsafe conditions – Observed & data supported*

The private investments and onsite development will eliminate the excessive litter and graffiti as well as provide a safe and welcoming environment with enhanced lighting and streetscape for vehicles and pedestrians.

(e) *Deterioration of site or other improvements - Observed*

The development of the Plan Area will remove deteriorated site improvements including on-site parking surfaces, sidewalks, curbs, and overgrown vegetation and replace with adequate improvements associated with the site plan and development standards. The Plan Area will be landscaped and maintained appropriately.

(f) Unusual topography or inadequate public improvements or utilities - Observed

Infrastructure improvements associated with the development of the Plan Area will repair and replace deteriorated pavement, curb, and sidewalks to provide safe and adequate conditions for pedestrians.

(k.5) 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 - Observed

The Plan Area is currently underdeveloped with portions vacant or undeveloped. Through private investment and support from the Authority, the Plan Area will development into a vibrant property and be fully utilized.

Project Development Plan

The primary goal of this Plan is to eliminate the current conditions of blight in the Urban Renewal Area and prevent those conditions from reoccurring. The contemplated redevelopment of the Area is for use as housing, retail, and related facilities; provided however, the Authority is authorized to approve any uses for the Area that eliminate blight and are consistent with the Comprehensive Plan and applicable zoning, including, without limitation, mixed use development, including residential, hotel, commercial, retail, office, industrial, cultural, and public uses.

Complete Public Improvements and Facilities

The Authority may undertake certain actions to make the Area more attractive for private investment. The Authority may, or may cause others, including, without limitation, one or more Districts to install, construct, and reconstruct any public improvements, including, without limitation, parking facilities. The Authority may, or may cause others to, demolish and clear buildings and existing improvements for the purpose of promoting the objectives of the Plan and the Act. Additionally, the Authority may, or may cause others to, install, construct and reconstruct any other authorized improvements, including, without limitation, other authorized undertakings or improvements for the purpose of promoting the objectives of this Plan and the Act.

Plan Modification

The Authority may propose, and City Council may make, modifications to this Plan as may be necessary; provided, however, any modification of the Plan shall (a) comply with the provisions of the Act, including §31-25-107(7); (b) not impair Available Revenues then-pledged by the Authority or the ability of the Authority to pay any outstanding Bonds, including any reimbursement obligations of the Authority; or (c) not impair the ability of the Authority or any party to any then-

existing agreement to fully perform their respective covenants and duties under any such agreement. The Authority may, in specific cases, allow non-substantive variations from the provisions of this Plan if it determines that a literal enforcement or application of the provision would constitute an unreasonable limitation beyond the intent and purpose stated herein.

Provide Relocation Assistance

While it is not anticipated as of the date of this Plan that acquisition of real property will result in the relocation of any individuals, families, or business concerns; if such relocation becomes necessary, the Authority will adopt a relocation plan as necessary to comply with applicable provisions of the Act.

Demolition, Clear and Prepare Improvements

The Authority is authorized to demolish or cooperate with others to clear buildings, structures, and other improvements within the Area in an effort to advance projects deemed consistent with the vision stated herein. Such demolition or site clearance is necessary to eliminate unhealthy, unsanitary, and unsafe conditions; eliminate obsolete uses deemed detrimental to the public welfare; remove and prevent the spread of blight; and facilitate redevelopment of the Area by private enterprise.

Acquire and Dispose of Property

It is not expected that the Authority will be required to acquire property to carry out the project. However, if the Authority determines such acquisition is necessary, it is authorized to acquire any such property by negotiation or any other method, except that the Authority is not authorized to acquire property by eminent domain. Properties acquired by the Authority by negotiation may be temporarily operated, managed and maintained by the Authority if requested to do so by the acquiring entity and deemed in the best interest of the Urban Renewal Project and the Plan. Such property shall be under the management and control of the Authority and may be rented or leased pending its disposition for redevelopment.

The Authority may sell, lease, or otherwise transfer real property or any interest in real property subject to covenants, conditions and restrictions, including architectural and design controls, time restrictions on development, and building requirements in accordance with the Act and this Plan.

Enter into Redevelopment/Development Agreements

The Authority may enter into Redevelopment/Development Agreements or other contracts with developer(s) or property owners or such other individuals or entities determined to be necessary to carry out the purposes of this Plan, including the pledge by the Authority of Available Revenues to pay eligible costs pursuant to

the Act or any other applicable law. Further, such Redevelopment/Development Agreements, or other contracts, may contain terms, provisions, activities, and undertakings contemplated by this Plan and the Act. Any existing agreements between the City and private parties that are consistent with this Plan are intended to remain in full force and effect unless all parties to such agreements agree otherwise.

Enter into Cooperation Agreements

The Authority is authorized to enter into such Cooperation Agreements as may be required by the Act, including tax sharing agreements. The Authority may also use the mediation and other provisions of the Act when necessary to provide adequate financing to carry out this Plan. This paragraph shall not be construed to require any particular form of cooperation.

Other Project Undertakings and Activities

Other project undertakings and activities deemed necessary by the Authority to carry out the Plan 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 applicable law or laws.

7. Project Financing

Financing Powers

Except as hereafter specifically provided, the undertakings and activities of the urban renewal project described in this Plan may be financed, in whole or in part, by the Authority to the full extent authorized under the TIF provisions of CRS § 31-25-107(9)(a) in the Urban Renewal Law, as amended, and with any other available sources of revenues and means of financing authorized to be undertaken by the Authority pursuant to the Urban Renewal Law and under any other applicable law, which shall include, without limitation:

- The collection and use of revenues from property tax increments, sales tax increments, interest income, federal loans or grants, agreements with public, quasi-public, or private parties and entities, loans or advances from any other available source, and any other available sources of revenue.
- The issuance of bonds and other indebtedness, including, without limitation, notes or any other financing instruments or documents in amounts sufficient to finance all or part of the Plan. The borrowing of funds and creation of other indebtedness.
- The use of any and all financing methods legally available to the City, the Authority, any private developer, redeveloper, or owner 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 Plan Area. Such methods may be combined to finance all or part of activities and undertakings throughout the Plan Area.
- The principal, interest, any premiums and any other amounts legally due on or in connection with any indebtedness or obligation of the Authority may be paid from property tax increments, sales tax increments or any other funds, revenues, assets or property legally available to the Authority.

This Plan contemplates, however, that the primary method of assisting with financing eligible expenses in the Plan Area will be through the use of revenues generated by Property Tax Increment and Sales Tax Increment. It is the intent of the City Council in approving this Plan to authorize the use of TIF by the Authority as part of its efforts to advance the vision, objectives, and activities described herein.

Tax Increment Financing District

Pursuant to the provisions of Section 31-25-107(9) of the Urban Renewal Law, in approving this Plan, the City Council hereby approves the Plan Area as a single tax increment financing district with the same boundary as the Plan Area (the "TIF District"). The boundaries of this TIF District shall therefore be as depicted in **Figure 1** and described on Exhibit A.

Property Tax Increment Financing

The Authority is specifically authorized to collect and expend property tax increment revenue to the full extent authorized by the Urban Renewal Law and to use that revenue for all purposes authorized under this Plan.

Property Tax Increment Limitations

The Authority shall establish a fund for the financing authorized under this Plan that shall be funded with the property tax allocation authorized to the Authority under the Urban Renewal Law in C.R.S. Section 31-25-107(9). Under this method, the property taxes of specifically designated public bodies, if any, levied after the effective date of the approval of this Plan upon taxable property in the Plan Area each year by or for the benefit of the designated public body must be divided for a period not to exceed twenty-five (25) years after the effective date of the adoption of the tax allocation provision, as follows:

Base Amount – That portion of the taxes that 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 Plan Area last certified prior to the effective date of approval of the Plan or, as to an area later added to the Plan Area, 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 must 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, a specific project. Any excess property tax collections not allocated in this way must be paid into the funds of the municipality or other taxing entity, as applicable.

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

When such bonds, loans, advances, and indebtedness, if any, including interest thereon and any premiums due in connection therewith, have been paid, all taxes upon the taxable property in the Plan Area must be paid into the funds of the respective public bodies, and all moneys remaining in the special fund that have not previously been rebated and that originated as property tax increment generated based on the mill levy of a taxing body, other than the City, within the boundaries of the Plan Area must be repaid to each taxing body based on the pro rata share of the prior year's property tax increment attributable to each taxing body's current mill levy in which property taxes were divided. Any moneys remaining in the special fund not generated by property tax increment are excluded from any such repayment requirement. Notwithstanding any other provision of law, revenues excluded by §31-25-107(9)(a)(II) of the Act are not intended to be included in Available Property Tax Increment Revenues.

Notwithstanding any other provision of law, any additional revenues the City, county, special district, or school district receives either because the voters have authorized the City, county, special district, or school district to retain and spend said moneys pursuant to section 20(7)(d) of Article X of the Colorado Constitution subsequent to the creation of this special fund or as a result of an increase in the property tax mill levy approved by the voters of the City, county, special district, or school district subsequent to the creation of the special fund, to the extent the total mill levy of the City, county, special district, or school district exceeds the respective mill levy in effect at the time of approval or substantial modification of the Plan, are not included in the amount of the increment that is allocated to and, when collected, paid into the special fund of the authority.

In calculating and making these payments, the County Treasurer may offset the Authority's pro rata portion of any property taxes that are paid to the Authority under these terms and that are subsequently refunded to the taxpayer against any subsequent payments due to the Authority for an urban renewal project. The Authority shall make adequate provision for the return of overpayments in the event that there are not sufficient property taxes due to the Authority to offset the Authority's pro rata portion of the refunds. The Authority may establish a reserve fund for this purpose or enter into an intergovernmental agreement with the municipal governing body in which the municipality assumes responsibility for the return of the overpayments.

The portion of taxes collected 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. This irrevocable pledge shall not extend to any taxes that are placed in a reserve fund to be returned to the county for refunds of overpayments by taxpayers or any reserve funds reserved by the Authority for such purposes in accordance with Section 31-25-107(9)(a)(III) and (b), C.R.S. The Authority shall set aside and reserve a reasonable amount as determined by the Authority of all incremental taxes paid to the Authority for payment of expenses associated with administering the Plan.

At the time of general reassessment of taxable property valuations in El Paso County, including all or part of the Plan Area subject to division of valuation for assessment between base and increment, as provided above, the portions of valuations for assessment to be allocated as provided above shall be proportionately adjusted in accordance with such reassessment or change. Note that at the time of this Plan adoption, such a general reassessment occurs every two years, in the odd-numbered years

Sales Tax Increment Financing

The urban renewal project under the Plan may also be financed by the Authority under the sales tax allocation financing provisions of the Urban Renewal Law in C.R.S. Section 31-25-107(9). The Urban Renewal Law allows that upon the adoption or amendment of an Urban Renewal Plan, sales taxes flowing to the city and/or county may be “frozen” at their current level. The current level is established based on the previous 12 months prior to the adoption of this Plan. Thereafter, the jurisdiction can continue to receive this fixed sales tax revenue. The Authority thereafter may receive all, or an agreed upon portion of the additional sales taxes (the increment) that are generated above the base. The Authority may use these incremental revenues to finance the issuance of bonds, reimburse developers for public improvement costs, reimburse the city for public improvement costs, and pay off financial obligations and other debts incurred in the administration of the Plan. This increment is not an additional sales tax, but rather is a portion of the established tax collected by the jurisdiction, and the sales tax increment resulting from redevelopment efforts and activities contemplated in this Plan.

Sales Tax Increment Limitations

A fund for financing projects may be accrued and used by the Authority under the tax allocation financing provisions of the Urban Renewal Law. Under this method, municipal sales taxes collected within the Plan Area, by or for the benefit of the designated public body must be divided for a period not to exceed twenty-five (25) years after the effective date of the adoption of the tax allocation provision, as follows:

Base Amount – That portion of sales taxes, not including any sales taxes for remote sales as specified in § 39-26-104 (2), C.R.S., collected within the boundaries of the Plan Area in the twelve-month period ending on the last day of the month prior to the effective date of approval 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 – All or any portion of said sales taxes in excess of such base amount, must 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, a specific project. Any excess sales tax collections not allocated in this way must be paid into the funds of the jurisdiction, as applicable.

Unless and until the total sales tax collections in the Plan Area exceed the base year sales tax collections in the Plan Area, all such sales tax collections must be paid into the funds of the respective taxing entity.

The portion of taxes collected 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. This irrevocable pledge shall not extend to any taxes that are placed in a reserve fund to be returned to the county for refunds of overpayments by taxpayers or any reserve funds reserved by the Authority for such purposes in accordance with C.R.S. Section 31-25-107(9)(a)(III) and (b). The Authority shall set aside and reserve a reasonable amount as determined by the Authority of all incremental taxes paid to the Authority for payment of expenses associated with administering the Plan.

In the event there is a change in the sales tax percentage levied in the city or county including all or part of the Plan Area subject to division of sales taxes between base and increment, as provided above, the portions of valuations for sales taxes to be allocated as provided above shall be proportionately adjusted in accordance with such change.

Tax Increment Reimbursements

Tax increment revenues may be used to reimburse the city and/or a developer for costs incurred for improvements related to a project to pay the debt incurred by the Authority with such entities for urban renewal activities and purposes. Tax increment revenues may also be used to pay bonded indebtedness, financial obligations, and debts of the Authority related to urban renewal activities under this Plan.

Within the 12-month period prior to the effective date of the approval or modification of the Plan requiring the allocation of moneys to the Authority as outlined previously, the city, county, special district, or school district is entitled to the reimbursement of any moneys that such city, county, special district, or school district pays to, contributes to, or invests in the Authority for a project. The reimbursement is to be paid from the special fund of the Authority.

8. Severability and Reasonable Variations

The Authority shall have the ability to approve reasonable variations (as determined by the Board) from the strict application of these Plan provisions, so long as such variations reasonable accommodate the intent and purpose of this Plan and the Urban Renewal Law. Plan provisions may be altered by market conditions, redevelopment opportunities and/or the needs of the community affected by the Plan.

If any portion of this Plan is held to be invalid or unenforceable, such invalidity will not affect the remaining portions of the Plan.

9. Effective Date of the Plan

This Plan shall be effective upon its final approval by the City Council. Except as otherwise permitted under the Urban Renewal Law, the term of the TIF period is twenty-five (25) years from the effective date of the Plan, unless the Authority deems, to the extent consistent with the terms in the applicable, agreements, including, without, limitation, Redevelopment/Development Agreements and Cooperation Agreements, that all activities to accomplish the Project have been completed and all debts incurred to finance such activities and all expenses of the Authority have been repaid. In that event, the Authority may declare the Plan fully implemented.

Final Report

OneVeLa Existing Conditions Survey

The Economics of Land Use



Prepared for:
City of Colorado Springs Urban Renewal Authority

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July 15, 2024

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1. Introduction

In August of 2022, Economic & Planning Systems (EPS), working with the City of Colorado Springs Urban Renewal Authority (CSURA), conducted the following existing conditions survey (Survey) of the proposed OneVeLa Urban Renewal Plan Area (Study Area). A site visit was conducted in June 2024 to confirm the original findings from 2022 are still present. This proposed plan area is located in Downtown Colorado Springs at the northeast corner of Costilla Street and Sahwatch Street, as shown in **Figure 1** on page 6.

The CSURA anticipates creating a new plan area to support redevelopment plans of the site. The proposed Urban Renewal Area captures the redevelopment plans and, if approved, will aide in supporting the proposed redevelopment and enabling needed public improvements to be constructed in the area.

Purpose

The primary purpose of this Survey is to determine whether the Study Area qualifies as a “blighted area” within the meaning of Colorado Urban Renewal Law. Secondly, this Survey will influence whether the Study Area should be recommended to be established as a URA Plan Area for such urban renewal activities, as the URA and City Council deem appropriate.

Colorado Urban Renewal Law

The requirements for the establishment of a URA plan are outlined in the Colorado Urban Renewal Law, Colorado Revised Statutes (C.R.S.) § 31-25-101 et seq. In order to establish an area for urban renewal, there are an array of conditions that must be documented to establish a condition of blight. The determination that constitutes a blighted area depends upon the presence of several physical, environmental, and social factors. Blight is attributable to a multiplicity of conditions which, in combination, tend to accelerate the phenomenon of deterioration of an area and prevent new development from occurring.

Urban Renewal Law

Blight Factors (C.R.S. § 31-25-103)

"Blighted area" means an area that, in its present condition and use and, by reason of the presence of at least four of the following factors, substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare:

- (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 public improvements or utilities;*
- (g) Defective or unusual conditions of title rendering the title nonmarketable;*
- (h) The existence of conditions that endanger life or property by fire or other causes;*
- (i) 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;*
- (j) Environmental contamination of buildings or property;*
- (k.5) 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; or*
- (l) If there is no objection by the property owner or owners and the tenant or tenants of such owner or owners, if any, to the inclusion of such property in an urban renewal area, "blighted area" also means an area that, in its present condition and use and, by reason of the presence of any one of the factors specified in paragraphs (a) to (k.5) of this subsection (2), substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare. For purposes of this paragraph (l), the fact that an owner of an interest in such property does not object to the inclusion of such property in the urban renewal area does not mean that the owner has waived any rights of such owner in connection with laws governing condemnation."*

Use of Eminent Domain

In order for an Urban Renewal Authority to use the powers of eminent domain to acquire properties, 5 of the 11 blight factors must be present (C.R.S. § 31-25-105.5(a)).

"Blighted area" shall have the same meaning as set forth in section 31-25-103 (2); except that, for the purposes of this section only, "blighted area" means an area that, in its present condition and use and, by reason of the presence of at least five of the factors specified in section 31-25-103 (2)(a) to (2)(l), substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare."

Urban Renewal Case Law

In addition to the State statute, several principles have been developed by Colorado courts to guide the determination of whether an area constitutes a blighted area under the Urban Renewal Law. The following parameters have been established through case law for determining blight and the role of judiciary review.

Tracy v. City of Boulder (Colo. Ct. App. 1981)

- Upheld the definition of blight presented in the Urban Renewal Law as a broad condition encompassing not only those areas containing properties so dilapidated as to justify condemnation as nuisances, but also envisioning the prevention of deterioration. Therefore, the existence of widespread nuisance violations and building condemnation is not required to designate an area blighted.
- Additionally, the determination of blight is the responsibility of the legislative body and a court's role in review is to verify if the conclusion is based upon factual evidence determined by the City Council at the time of a public hearing to be consistent with the statutory definition.

Interstate Trust Building Co. v. Denver Urban Renewal Authority (Colo. 1970)

- Determined that blight assessment is not on a building-to-building basis but is based on conditions observed throughout the plan area as a whole. The presence of one well maintained building does not defeat a determination that an area constitutes a blighted area.

Methodology

This Survey was completed by EPS to inventory and establish the existing conditions within the Study Area through data gathering and field observations of physical conditions. The Study Area was defined by the URA to encompass the proposed redevelopment of four properties located in Downtown Colorado Springs at the northeast corner of Costilla Street and Sahwatch Street. An inventory of parcels within the Study Area was compiled using parcel data from the El Paso County Assessor, documenting parcel ownership, size, use, vacancy, and assessed value.

The field survey was conducted by EPS in August 2022 and reconfirmed in June 2024. The 11 factors of blight in the state statute were broken down into "conditions" - existing situations or circumstances identified in the Study Area that may qualify as blight under each of the 11 factors. The conditions documented in this report are submitted as evidence to support a "finding of blight" according to Urban Renewal Law. Under the Urban Renewal Law, the final determination of blight within the Study Area is within the sole discretion of the Colorado Springs City Council.

2. Study Area Analysis

Study Area

The proposed OneVeLa Urban Renewal Plan Area is comprised of four parcels on approximately 1.1 acres or 47,916 square feet of land and adjacent right of way (ROW), as shown in **Table 1** and **Figure 1**. The Study Area is bound by Costilla Street to the south, Sahwatch Street to the west, a vacant commercial lot to the north, and a storage warehouse to the east. All parcels in the Study Area are owned by 14 Costilla LLC. All parcels in the Study Area have existing buildings including a distribution warehouse built in 1919, a storage warehouse built in 1925, a single family home built in 1904 with two sheds built in 1989, and a single family home built in 1900. These buildings are all currently vacant.

Table 1. Parcels Contained in the URA Study Area

#	Parcel	Location	Owner	Land Use	Bldg. Sq. Ft.	Land		Assessed Value
						Acres	Sq. Ft.	
1	6418312004	30 W Costilla St	14 COSTILLA LLC	Warehouse/Storage	10,599	0.33	14,375	\$183,840
2	6418312005	22 W Costilla St	14 COSTILLA LLC	Warehouse/Storage	14,288	0.33	14,375	\$178,990
3	6418312006	20 W Costilla St	14 COSTILLA LLC	Single Family Res.	974	0.22	9,583	\$19,550
4	6418312007	14 W Costilla St	14 COSTILLA LLC	Single Family Res.	3,988	0.22	9,583	\$24,020
Total					29,849	1.10	47,916	\$406,400

Source: El Paso County Assessor; Economic & Planning Systems

Figure 1. OneVeLa Proposed URA Boundary and Parcels



Field Survey Approach

The following assessment is based on a field survey conducted by EPS in August 2022 and June 2024. The survey team toured the entire Study Area, taking notes and photographs to document existing conditions corresponding to the blight factor evaluation criteria detailed in the following section.

Blight Factor Evaluation Criteria

This section details the conditions used to evaluate blight during the field survey. The following conditions correspond with 6 of the 11 blight factors in the Urban Renewal Law. Additional information on a number of these factors for which data was available was also collected. The remaining blight factors cannot be visually inspected and are dependent on other data sources. Given the prevalence of physically observable conditions of blight, these remaining blight factors were not investigated.

Buildings

The following conditions establish evidence of Urban Renewal Law blight factor “(a) *slum, deteriorated, or deteriorating structures,*” by an evaluation of the overall condition and level of deterioration of structures within the plan area.

Typical examples of conditions that illustrate blighted buildings include:

- Deteriorated External Walls / Visible Foundation
- Deteriorated Roof
- Deteriorated Fascia/Soffits
- Deteriorated Gutters/Downspouts
- Deteriorated Exterior Finishes
- Deteriorated Windows and Doors
- Deteriorated Ancillary Structures

Street Layout

The following conditions evaluate the Urban Renewal Law blight factor “(b) *predominance of defective or inadequate street layout,*” through assessment of the safety, quality, and efficiency of street layouts, site access, and internal circulation.

Typical examples of conditions that portray this criterion include:

- Inadequate Street or Alley Width / Cross-section / Geometry
- Poor Provision of Streets or Unsafe Conditions for Vehicular Traffic
- Poor Provision of Sidewalks/Walkways or Unsafe Conditions for Pedestrians
- Insufficient Roadway Capacity
- Inadequate Emergency Vehicle Access
- Poor Vehicular or Pedestrian Access to Buildings or Sites
- Excessive Curb Cuts / Driveways along Commercial Blocks
- Poor Internal Vehicular or Pedestrian Circulation

Unsafe/Unsanitary

The following conditions establish evidence of Urban Renewal Law blight factor “(d) *unsanitary or unsafe conditions,*” by evaluating visual conditions that indicate the occurrence of activities that inhibit the safety and health of the area including, but not limited to, excessive litter, unenclosed dumpsters, and vandalism.

Typical examples include:

- Floodplains or Flood Prone Areas
- Inadequate Storm Drainage Systems/Evidence of Standing Water
- Poor Fire Protection Facilities
- Above Average Incidences of Public Safety Responses
- Inadequate Sanitation or Water Systems
- Existence of Contaminants or Hazardous Conditions or Materials
- High or Unusual Crime Statistics
- Open/Unenclosed Trash Dumpsters
- Cracked or Uneven Surfaces for Pedestrians
- Illegal Dumping/Excessive Litter
- Vagrants/Vandalism/Graffiti/Gang Activity
- Open Ditches, Holes, or Trenches in Pedestrian Areas
- Poorly Lit or Unlit Areas
- Insufficient Grading/Steep Slopes
- Unsafe or Exposed Electrical Wire

Site Improvements

The following conditions evaluate the Urban Renewal Law blight factor “(e) *deterioration of site or other improvements,*” by evidence of overall maintenance deficiencies within the plan area including, deterioration, poorly maintained landscaping, and overall neglect.

Examples of blighted site improvements include:

- Neglected Properties or Evidence of Maintenance Deficiencies
- Deteriorated Signage or Lighting
- Deteriorated Fences, Walls, or Gates
- Deteriorated On-Site Parking Surfaces, Curb and Gutter, or Sidewalks
- Unpaved Parking Lot (Commercial Properties)
- Poor Parking Lot/Driveway Layout
- Poorly Maintained Landscaping/Overgrown Vegetation

Infrastructure

The observation of the following infrastructure insufficiencies is evidence of Urban Renewal Law blight factor “(f) *unusual topography or inadequate public improvements or utilities.*”

Prototypical features of blight under this topic include:

- Deteriorated Pavement, Curb, Sidewalks, Lighting, or Drainage
- Lack of Pavement, Curb, Sidewalks, Lighting, or Drainage
- Presence of Overhead Utilities or Billboards
- Inadequate Fire Protection Facilities/Hydrants

- Inadequate Sanitation or Water Systems
- Unusual Topography

Vacancy

The following conditions are evidence of Urban Renewal Law blight factor "(k.5) *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.*" Various examples of features that fulfill this criterion include:

- An Undeveloped Parcel in a Generally Urbanized Area
- Disproportionately Underdeveloped Parcel
- Vacant Structures
- Vacant Units in Multi-Unit Structures

Other Considerations

The remaining five blight factors specified in the Urban Renewal Law were either not observed or not investigated further due to sufficient evidence from the visual field survey supporting a condition of blight in 6 of the 11 blight factors.

(c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness

(g) Defective or unusual conditions of title rendering the title nonmarketable.

(h) The existence of conditions that endanger life or property by fire or other causes.

(i) 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.

(j) Environmental contamination of buildings or property.

Results of Field Survey

This section summarizes the findings of the visual field survey of the Study Area conducted in August 2022 and June 2024. **Table 2** documents the specific blight conditions observed. These conditions are further detailed following the table, for each specific category, and include image documentation or supportive data.

Table 2. Blight Conditions Observed in Study Area

Conditions Observed			
Buildings	1.01	Deteriorated External Walls / Visible Foundation	
	1.02	Deteriorated Roof	
	1.03	Deteriorated Fascia/Soffits	
	1.04	Deteriorated Gutters/Downspouts	
	1.05	Deteriorated Exterior Finishes	X
	1.06	Deteriorated Windows and Doors	
	1.07	Deteriorated Stairways/Fire Escapes/Loading Docks	X
	1.08	Deteriorated Ancillary Structures	
Street Layout	2.01	Inadequate Street or Alley Width / Cross-section / Geometry	
	2.02	Poor Provisions or Unsafe Conditions for Vehicular Traffic	X
	2.03	Poor Provisions or Unsafe Conditions for Pedestrians	X
	2.04	Insufficient Roadway Capacity Leading to Unusual Congestion	
	2.05	Inadequate Emergency Vehicle Access	
	2.06	Poor Vehicular or Pedestrian Access to Buildings or Sites	
	2.07	Excessive Curb Cuts / Driveways along Commercial Blocks	X
	2.08	Poor Internal Vehicular or Pedestrian Circulation	
Unsafe / Unsanitary	4.01	Floodplains or Flood Prone Areas	
	4.02	Inadequate Storm Drainage Systems/Evidence of Standing Water	X
	4.03	Poor Fire Protection Facilities	
	4.04	Above Average Incidences of Public Safety Responses	
	4.05	Inadequate Sanitation or Water Systems	
	4.06	Existence of Contaminants or Hazardous Conditions or Materials	
	4.07	High or Unusual Crime Statistics	X
	4.08	Open / Unenclosed Trash Dumpsters	
	4.09	Cracked or Uneven Surfaces for Pedestrians	
	4.10	Illegal Dumping / Excessive Litter	X
	4.11	Vagrants/Vandalism/Graffiti/Gang Activity	X
	4.12	Open Ditches, Holes, or Trenches in Pedestrian Areas	
Site Improvements	5.01	Neglected Properties or Evidence of Maintenance Deficiencies	X
	5.02	Deteriorated Signage or Lighting	
	5.03	Deteriorated Fences, Walls, or Gates	X
	5.04	Deteriorated On-Site Parking Surfaces, Curb & Gutter, or Sidewalks	X
	5.05	Unpaved Parking Lot (Commercial Properties)	
	5.06	Poor Parking Lot / Driveway Layout	
	5.07	Poorly Maintained Landscaping / Overgrown Vegetation	X
Infrastructure	6.01	Deteriorated pavement, curb, sidewalks, lighting, or drainage	X
	6.02	Lack of pavement, curb, sidewalks, lighting, or drainage	X
	6.03	Presence of Overhead Utilities or Billboards	
	6.04	Inadequate Fire Protection Facilities / Hydrants	
	6.05	Inadequate Sanitation or Water Systems	
	6.06	Unusual Topography	
Vacancy	11.04	An Undeveloped Parcel in a Generally Urbanized Area	
	11.05	Disproportionately Underdeveloped Parcel	X
	11.06	Vacant Structures	X
	11.07	Vacant Units in Multi-Unit Structures	

1. Buildings: slum, deteriorated, or deteriorating structures

Multiple buildings in the Study Area have deteriorated exterior finishes with chipped paint, exposed brick, and rusted and worn-out metal siding, shown in **Figure 2**. The single family home on Parcel 3 has a deteriorated wooden stairway to the front porch as well as chipped paint.

Figure 2. Deteriorated Exterior Finishes and Stairways



2. Street Layout; predominance of defective or inadequate street layout

Poor provisions of street improvements for pedestrians were observed in the form of lack of sidewalks along Sahwatch Street on parcel 1 and along Costilla Street on parcels 1 and 2, as shown in **Figure 3**. Along Sahwatch Street there is a defined curb but no sidewalk and along Costilla Street there is dirt and a large driveway for commercial vehicles. It is important to note at the corner of Sahwatch and Costilla Street pedestrian improvements were made with curb cuts and a small portion of sidewalk. These are extensions of the sidewalk improvements on the opposite sides of the streets and illustrates the disconnect the Study Area has within the existing pedestrian network.

Figure 3. Poor Provision of Street Improvements for Pedestrians



Additionally, poor provisions of street improvements for vehicles were observed in the form of potholes and cracked pavement in the alley on the northside of the Study Area, shown below in **Figure 4**.

Figure 4. Poor Provision of Street Improvements for Vehicles



There is an excessive driveway along Costilla Street for the existing warehouse/storage facilities on parcels 1 and 2, shown in **Figure 5**. The drive covers approximately a third of the block and does not include curb cuts or a sidewalk.

Figure 5. Excessive Curb Cuts Along Commercial Blocks



3. Unsafe/Unsanitary: unsanitary or unsafe conditions

Throughout the Study Area unsafe and unsanitary conditions were documented, including vandalism/graffiti, excessive litter, and evidence of vagrants. Vandalism/graffiti was observed in alley on the backside of the building on parcel 2, shown in **Figure 6**.

Figure 6. Vandalism/Graffiti



Excessive litter was observed and documented throughout the Study Area, shown in **Figure 7**.

Figure 7. Excessive Litter





Evidence of vagrant(s) was observed on parcel 4 in the gated area for the dumpster. The dumpster was removed and there was evidence that a person had been sleeping and hanging out there, shown in **Figure 8**.

Figure 8. Evidence of Vagrants



Additionally, standing water was observed on parcel 1 along Costilla Street, shown below in **Figure 9**, which may indicate inadequate stormwater drainage.

Figure 9. Evidence of Standing Water



4. Site Improvements: deterioration of site or other improvements

Deterioration of site improvements were observed throughout the Study Area and overall the site shows signs of neglect. The small parking lot on parcel 4 showed signs of deterioration with missing sections of pavement and pot holes, shown in **Figure 10**.

Figure 10. Deteriorated On-Site Parking Surfaces



Overgrown vegetation and poorly maintained landscaping was observed throughout the Study Area, shown in **Figure 11**.

Figure 11. Overgrown Vegetation





On parcel 3 a deteriorated portion of fence and exterior wall of the shed was observed, shown below in **Figure 12**.

Figure 12. Deteriorated Fences and Walls



5. Infrastructure: unusual topography or indadequate public improvements or utilites

Inadequate infrastructure was observed throughout the Study Area, predominately in the form of deteriorated pavement and lack of curbs and sidewalks. As previously mentioned, there is no sidewalk along Sahwatch Street and Costilla Street on parcels 1 and 2, shown in **Figure 13**.

Figure 13. Lack of Sidewalks and Curb



In addition, the section along Costilla Street is also missing a curb. Deteriorated pavement was observed on the parking lot on parcel 4 and along the alley behind all the parcels, as shown in **Figure 14**.

Figure 14. Deteriorated Pavement



6. Vacancy: 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

The Study Area is comprised of parcels that are underdeveloped and underutilized in the urban location. The surrounding context of the Study Area is largely developed with commercial uses, shown in **Figure 15**, with the U.S. Olympic and Paralympic Muesum to the west, Colorado Springs Conservatory and Wells Fargo Bank to the south, Pikes Peak Regional Development Corporation to the east, and government buildings on the block to the north. The Study Area is in Downtown Colorado Springs and currently underutilized with older industrial uses and single family residences, all of which are currently vacant.

Figure 15. Underdeveloped Parcels in an Urbanized Area



Other Considerations

The team collected and analyzed additional nonvisual information on the Study Area that contributed to the documentation of blight factors.

Crime

High or unusual crime is one determining criterion for the Urban Renewal Law blight factor “(d) Unsanitary or unsafe conditions.” The Colorado Springs Police Department tracks the number of crime offenses reported, including unfounded offenses, by zip code and citywide. The Study Area is located within zip code 80903. From 2016 to 2023, 80903 had a total of 33,965 offenses reported, which is an average of 4,246 offenses per year, shown in **Table 3**. This represents an average of 9.5 percent of the total crime offenses in the city over this time period. On a per capita basis, zip code 80903 had more crime offenses compared to the city as whole. From 2016 to 2023, 80903 averaged 0.27 offenses per resident, while the city averaged 0.09 offenses per resident. Based on this data, there is evidence of high or unusual crime in the Study Area.

Table 3. Annual Crime Offenses, 2016-2023

Description	2016	2017	2018	2019	2020	2021	2022	2023	2016-2023	
									Total	Avg.
Crime Offenses										
Colorado Springs	40,600	38,565	43,354	46,741	45,184	47,456	48,312	47,202	357,414	44,677
80903	4,069	4,013	4,324	4,308	3,857	4,473	4,724	4,197	33,965	4,246
<i>% of City</i>	<i>10.0%</i>	<i>10.4%</i>	<i>10.0%</i>	<i>9.2%</i>	<i>8.5%</i>	<i>9.4%</i>	<i>9.8%</i>	<i>8.9%</i>	<i>9.5%</i>	
Offenses Per Capita										
Colorado Springs	0.09	0.08	0.09	0.10	0.09	0.10	0.10	0.09		0.09
80903	0.27	0.27	0.29	0.28	0.25	0.29	0.30	0.27		0.28

Source: Colorado Springs Police Department; Economic & Planning Systems

3. Conclusions

Based on the definition of a blighted area in the Colorado Urban Renewal Law, Colorado Revised Statutes (C.R.S.) § 31-25-101 et seq., and based on the field survey results of the Study Area, EPS concludes that the Study Area is a blighted area as defined in the Colorado Urban Renewal Law, Colorado Revised Statutes (C.R.S.) § 31-25-101 et seq.

The visual field survey conducted in August 2022 and June 2024 documented six of the 11 factors of blight within the Study Area. Therefore, this blighted area, as written in the Urban Renewal Law, “substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare.”

Evidence of the following Urban Renewal Law blight factors are documented in this report:

- (a) Slum, deteriorated, or deteriorating structures.*
- (b) Predominance of defective or inadequate street layout.*
- (d) Unsanitary or unsafe conditions.*
- (e) Deterioration of site or other improvements.*
- (f) Unusual topography or inadequate public improvements or utilities.*
- (k.5) 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.*

Evidence of the following Urban Renewal Law blight factors were not visually observable, and based on the presence of other, more significant physical conditions, these factors of blight did not warrant further investigation.

- (c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.*
- (g) Defective or unusual conditions of title rendering the title nonmarketable.*
- (h) The existence of conditions that endanger life or property by fire or other causes.*
- (i) 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.*
- (j) Environmental contamination of buildings or property.*

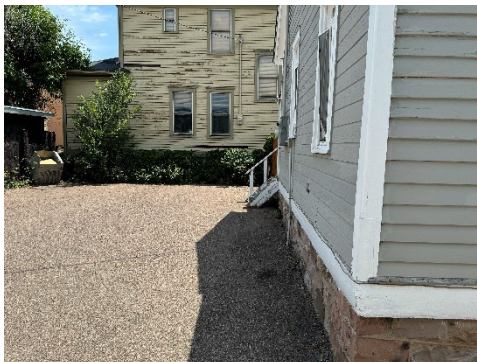
As established by Urban Renewal case law in Colorado, this assessment is based on the condition of the Study Area as a whole. There is substantial evidence and documentation of six of the 11 blight factors in the Study Area as a whole.

4. Appendix

The following photos are from a site visit in June 2024 to confirm the findings of blight observed in August 2022 are still present.







OneVeLa Existing Conditions Survey



Final Report

El Paso County Impact Report

OneVeLa Urban Renewal Area

The Economics of Land Use



Prepared for:

Colorado Springs Urban Renewal Authority

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1. Introduction

This report includes a summary of the expected fiscal impacts of the site included in the OneVeLa Urban Renewal Plan (Plan) in El Paso County (the County). The El Paso County Impact Report for OneVeLa Urban Renewal Area (report) was prepared by Economic & Planning Systems (EPS) for the Colorado Springs Urban Renewal Authority (“CSURA” or “Authority”).

The report includes a summary of forecasted property tax revenues as well as El Paso County fiscal and service impacts associated with development in accordance with the Urban Renewal Plan. It specifically responds to the requirements outlined in C.R.S. 31-25-107 (3.5):

C.R.S. 31-25-107: APPROVAL OF URBAN RENEWAL PLANS BY THE LOCAL GOVERNING BODY

- (3.5) “Prior to the approval of an urban renewal plan, the governing body shall submit such plan to the board of county commissioners, which shall include, at a minimum, the following information concerning the impact of such plan:
- I. The estimated duration of time to complete the urban renewal project;
 - II. The estimated annual property tax increment to be generated by the urban renewal project and the portion of such property tax increment to be allocated during this period to fund the urban renewal project;
 - III. An estimate of the impact of the urban renewal project on county revenues and on the cost and extent of additional county infrastructure and services required to serve development within the proposed urban renewal area, and the benefit of improvements within the urban renewal area to existing county infrastructure;
 - IV. A statement setting forth the method under which the authority or the municipality will finance, or that agreements are in place to finance, any additional county infrastructure and services required to serve development in the urban renewal area for the period in which all or any portion of the property taxes described in subparagraph (ii) of paragraph (a) of subsection (9) of this section and levied by a county are paid to the authority; and
 - V. Any other estimated impacts of the urban renewal project on county services or revenues.”

Urban Renewal Plan Description

The OneVeLa Urban Renewal Area (“URA” or “Plan Area”) is located in the City of Colorado Springs in El Paso County. The Plan Area is comprised of four parcels on approximately 1.1 acres of land and adjacent right of way (ROW). The boundaries of the Plan Area to which this Plan applies includes Costilla Street to the south, Sahwatch Street to the west, a vacant commercial lot to the north, and a storage warehouse to the east, as illustrated in red below in **Figure 1**.

Figure 1. OneVeLa URA Boundary



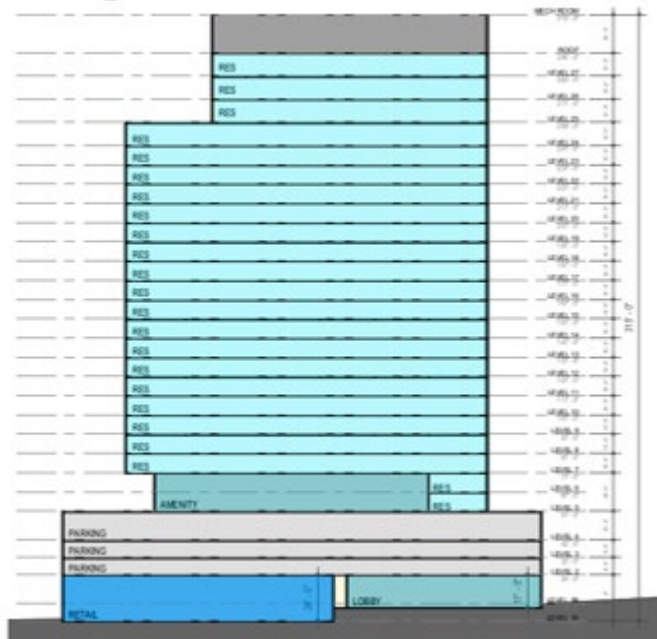
2. Development Program

The proposed project for the Plan Area is a residential development with ground floor retail and structured parking, illustrated in **Figure 2** and **Figure 3**. The associated site improvements include demolition, sidewalks, streetscape, landscaping, public parking, and high-end façade/art. OneVeLa expects to have approximately 404 residential units with 10 percent (40 units) affordable to households earning 100 percent of area median income (AMI) or below for 25 years. This helps to fill a gap in Colorado Spring’s rental housing market by offering units for rent at various AMI levels in Downtown. Additionally, the development intends to include 7,900 square feet of ground floor retail to activate the street level and offer food and beverage amenities to residents and visitors.

Figure 2. OneVeLa Site Plan



Figure 3. OneVeLa Concept Plan



Public improvements proposed for the OneVeLa URA will provide a public benefit of not only eliminating blight, but also enhancing and creating a sense of place and activating Downtown. OneVeLa URA includes a variety of public improvements, totaling approximately \$23.0 million, shown below in **Table 1**. OneVeLa is expected to include 40 affordable units for households earning 100 percent AMI or below. These affordable units are essential to the community to offer housing that is affordable for the local workforce. There is value in providing affordable units tied to specific AMI levels compared to market rate housing. The community benefit derived from the affordable units is estimated by comparing the value based on affordable rents to the value if rented at market rate. The difference between the two represents the community benefit, which is \$3.8 million.

The development is expected to include structured parking, of which approximately 10 percent or 48 spaces will be available to the public. Additional public improvements include demolition/abatement of existing structures and ROW improvements for utilities, streetscape, sidewalks, landscaping, and high-end façade/art.

Table 1. OneVeLa URA Eligible Improvements

Eligible Improvements	Factor	Total	% Total	Per Unit
Structured parking		\$16,876,500	73.4%	\$41,774
Sidewalk, curb & gutter		\$154,688	0.7%	\$383
Streetscape amenities		\$275,000	1.2%	\$681
Stormwater		\$47,344	0.2%	\$117
Water/wastewater		\$188,663	0.8%	\$467
Demolition/Abatement		\$150,000	0.7%	\$371
Façade/Art		\$1,500,000	6.5%	\$3,713
Value of Affordable Units	10%	<u>\$3,796,834</u>	<u>16.5%</u>	<u>\$9,398</u>
Total		\$22,989,029	100.0%	\$56,904

Source: Developer; Economic & Planning Systems

3. County Fiscal Impact

In order to estimate the anticipated impact of the development of the parcels included in the Plan Area boundary on the County, EPS evaluated expected property tax revenues, infrastructure costs, and impacts on cost of service for the county.

Property Taxes

CSURA is expected to direct 100 percent of the property tax revenues generated by the Plan increment to the project. These revenues include any property tax that is generated by new development on the parcels included in the Plan Area. These revenues are necessary to allow the project to move forward and will be used to fund eligible improvements.

Assumptions

To estimate potential property tax revenues of OneVeLa, EPS estimated market values for the multifamily units at \$500,000 per unit. The estimated value is based on a comparison of construction costs and comparable property research for urban locations with luxury projects with structured parking. An annual growth rate of 1.5 percent is applied to the market value. In accordance with Colorado Legislature, a biannual reassessment applies to the base value on odd-number years, which is estimated at 3.0 percent.

Property Tax Base

The current assessed value of property in the proposed OneVeLa URA is \$509,160 per year, shown below in **Table 2**. This base reflects the total value of land and buildings on the four parcels within the URA boundary. The assessment rate and mill levy are two universally used factors that generate revenue streams that are a portion of total valuation. The assessment rate for commercial property in Colorado is 27.9 percent, while multifamily is assessed as residential at 6.765 percent.

Table 2. Property Base Value, 2023

Location	Land Use	Actual Value			Assessed Value		
		Land	Imp.	Total	Land	Imp.	Total
30 W COSTILLA ST	Industrial	\$205,913	\$575,218	\$781,131	\$59,710	\$166,810	\$226,520
22 W COSTILLA ST	Industrial	\$205,913	\$554,619	\$760,532	\$59,710	\$160,840	\$220,550
20 W COSTILLA ST	Residential	\$208,900	\$164,546	\$373,446	\$14,000	\$11,020	\$25,020
14 W COSTILLA ST	Residential	<u>\$137,275</u>	<u>\$416,024</u>	<u>\$553,299</u>	<u>\$9,200</u>	<u>27,870</u>	<u>\$37,070</u>
Total		\$758,001	\$1,710,407	\$2,468,408	\$142,620	\$366,540	\$509,160

Source: El Paso County Assessor; Economic & Planning Systems

The 2023 mill levies for all parcels in the taxing district are shown in **Table 3**. The total mill levy in 2023 was 59.7890, but only 55.9285 mills are eligible to pledge to tax increment financing (TIF). This assumes a 100 percent pledge of property taxes from El Paso County, City of Colorado Springs, School District #11, and Southeastern Colorado Water Conservancy District; a 50 percent pledge from Pikes Peak Library District, and 60 percent pledge from Colorado Springs Downtown Development Authority (DDA). The road and bridge shares are ineligible funds for TIF because they are a dedicated revenue stream.

Table 3. Mill Levies, 2023

Description	Mill Levy	TIF Share	TIF Mill Levy
EL PASO COUNTY	6.862	100%	6.8620
EPC ROAD & BRIDGE SHARE	0.165	0%	0.0000
CITY OF COLORADO SPRINGS	3.579	100%	3.5790
EPC-COLORADO SPGS ROAD & BRIDGE SHARE	0.165	0%	0.0000
COLO SPGS SCHOOL DISTRICT #11	40.069	100%	40.0690
PIKES PEAK LIBRARY DISTRICT	3.061	50%	1.5305
SOUTHEASTERN COLO WATER CONSERVANCY DISTRICT	0.888	100%	0.8880
CS DOWNTOWN DEVELOPMENT AUTHORITY	<u>5.000</u>	60%	<u>3.0000</u>
Total	59.7890		55.9285

Source: Jefferson County Assessor; Economic & Planning Systems

Property Tax Increment

Based on the assumptions stated above and information from the Developer, in 2049 the cumulative value of residential development is estimated at \$288.8 million and commercial development is estimated at \$2.8 million, as shown below in **Table 4**. The future property taxes due to new development are referred to as the increment. The development of OneVeLa is expected to generate approximately \$18.1 million in property tax increment over the 25-year period, which equates to an average of approximately \$724,000 per year, as shown in **Table 5**. The present value, assuming a 5.0 percent discount rate equates to \$9.7 million or an average of \$386,700 per year.

Following the 25-year period, the property tax that has been redirected through the URA will revert to the original taxing entities. At that time, the parcels shown in the Plan Area are expected to generate approximately \$961,659 annually in total property taxes, which includes approximately \$41,819 that is attributed to the base values and \$919,840 that is generated by the increment or new development.

Table 4. Estimated Development Value, 2024-2049

Year	Plan Year	Residential ¹ \$500,000/unit 404 units	Commercial ¹ \$250/sf 7,900 sf
2024	0	\$0	\$0
2025	1	\$101,000,000	\$987,500
2026	2	\$205,030,000	\$2,004,625
2027	3	\$208,105,450	\$2,034,694
2028	4	\$211,227,032	\$2,065,215
2029	5	\$214,395,437	\$2,096,193
2030	6	\$217,611,369	\$2,127,636
2031	7	\$220,875,539	\$2,159,550
2032	8	\$224,188,672	\$2,191,944
2033	9	\$227,551,502	\$2,224,823
2034	10	\$230,964,775	\$2,258,195
2035	11	\$234,429,247	\$2,292,068
2036	12	\$237,945,685	\$2,326,449
2037	13	\$241,514,871	\$2,361,346
2038	14	\$245,137,594	\$2,396,766
2039	15	\$248,814,658	\$2,432,718
2040	16	\$252,546,877	\$2,469,208
2041	17	\$256,335,081	\$2,506,246
2042	18	\$260,180,107	\$2,543,840
2043	19	\$264,082,808	\$2,581,998
2044	20	\$268,044,051	\$2,620,728
2045	21	\$272,064,711	\$2,660,039
2046	22	\$276,145,682	\$2,699,939
2047	23	\$280,287,867	\$2,740,438
2048	24	\$284,492,185	\$2,781,545
2049	25	\$288,759,568	\$2,823,268

¹ Reflects annual escalation of 1.5%

Source: Economic & Planning Systems

Table 5. Estimated Property Tax Increment, 2024-2049

Year	Plan Yr.	Appraised Val.		Assessed Value (1-Yr. Lag) ^[1]				Property Tax Increment (1-Yr. Lag) 55.929 mill levy	TIF Present Value (1-Yr. Lag) 5.00%
		Multifamily 90.0% of Act.	Commercial 80.0% of Act.	Base Val. ^[2] 29.00%	Multifamily 6.765%	Commercial 27.900%	Increment Val.		
2024	0	\$0	\$0	\$509,160	\$0	\$0	\$0	\$0	\$0
2025	1	\$90,900,000	\$790,000	\$524,435	\$0	\$0	\$0	\$0	\$0
2026	2	\$184,527,000	\$1,603,700	\$524,435	\$6,149,385	\$220,410	\$5,845,360	\$0	\$0
2027	3	\$187,294,905	\$1,627,756	\$540,168	\$12,483,252	\$447,432	\$12,390,516	\$326,922	\$296,528
2028	4	\$190,104,329	\$1,652,172	\$540,168	\$12,483,252	\$447,432	\$12,390,516	\$692,983	\$598,625
2029	5	\$192,955,894	\$1,676,954	\$556,373	\$12,860,558	\$460,956	\$12,765,141	\$692,983	\$570,119
2030	6	\$195,850,232	\$1,702,109	\$556,373	\$12,860,558	\$460,956	\$12,765,141	\$713,935	\$559,387
2031	7	\$198,787,985	\$1,727,640	\$573,064	\$13,249,268	\$474,888	\$13,151,092	\$713,935	\$532,749
2032	8	\$201,769,805	\$1,753,555	\$573,064	\$13,249,268	\$474,888	\$13,151,092	\$735,521	\$522,721
2033	9	\$204,796,352	\$1,779,858	\$590,256	\$13,649,727	\$489,242	\$13,548,713	\$735,521	\$497,829
2034	10	\$207,868,298	\$1,806,556	\$590,256	\$13,649,727	\$489,242	\$13,548,713	\$757,759	\$488,458
2035	11	\$210,986,322	\$1,833,655	\$607,964	\$14,062,290	\$504,029	\$13,958,356	\$757,759	\$465,198
2036	12	\$214,151,117	\$1,861,159	\$607,964	\$14,062,290	\$504,029	\$13,958,356	\$780,670	\$456,442
2037	13	\$217,363,384	\$1,889,077	\$626,203	\$14,487,323	\$519,263	\$14,380,384	\$780,670	\$434,706
2038	14	\$220,623,834	\$1,917,413	\$626,203	\$14,487,323	\$519,263	\$14,380,384	\$804,273	\$426,523
2039	15	\$223,933,192	\$1,946,174	\$644,989	\$14,925,202	\$534,958	\$14,815,172	\$804,273	\$406,213
2040	16	\$227,292,190	\$1,975,367	\$644,989	\$14,925,202	\$534,958	\$14,815,172	\$828,590	\$398,566
2041	17	\$230,701,573	\$2,004,997	\$664,338	\$15,376,317	\$551,127	\$15,263,106	\$828,590	\$379,587
2042	18	\$234,162,096	\$2,035,072	\$664,338	\$15,376,317	\$551,127	\$15,263,106	\$853,643	\$372,441
2043	19	\$237,674,528	\$2,065,598	\$684,268	\$15,841,066	\$567,785	\$15,724,582	\$853,643	\$354,706
2044	20	\$241,239,646	\$2,096,582	\$684,268	\$15,841,066	\$567,785	\$15,724,582	\$879,452	\$348,029
2045	21	\$244,858,240	\$2,128,031	\$704,797	\$16,319,862	\$584,946	\$16,200,012	\$879,452	\$331,456
2046	22	\$248,531,114	\$2,159,951	\$704,797	\$16,319,862	\$584,946	\$16,200,012	\$906,042	\$325,217
2047	23	\$252,259,081	\$2,192,351	\$725,940	\$16,813,130	\$602,626	\$16,689,816	\$906,042	\$309,730
2048	24	\$256,042,967	\$2,225,236	\$725,940	\$16,813,130	\$602,626	\$16,689,816	\$933,436	\$303,900
2049	25	\$259,883,611	\$2,258,614	\$747,719	\$17,321,307	\$620,841	\$17,194,429	\$933,436	\$289,429
Total Avg.								\$18,099,533	\$9,668,561
								\$723,981	\$386,742
2050				\$747,719	\$17,321,307	\$620,841	\$17,194,429	\$961,659	\$283,980

^[1]Reflects a biannual reassessment.

^[2]Biannual escalation of 3.0%

Source: Economic & Planning Systems

Taxing District Impact

El Paso County Impact

El Paso County has a 6.862 mill levy. Existing property taxes refer to the “Base” and will continue to be collected by El Paso County. The County’s share of the current property tax base is \$3,599, shown in **Table 6**. This base amount is expected to grow at 3.0 percent every two years resulting in an annual amount of \$5,131 for El Paso County in year 25 and generating a total of approximately \$107,276 over the 25-year period. After the 25-year period is complete, the County’s share of property tax revenues will increase to approximately \$123,119 annually due to the new development. This includes approximately \$117,988 generated by the property tax increment from OneVeLa.

Table 6. El Paso County Property Tax Revenue, 2025-2049

Year	Plan Year	El Paso County Property Tax: 6.862 mills		Total
		Base	Increment 1-Yr. Lag	
2025	1	\$3,599	\$0	\$3,599
2026	2	\$3,599	\$0	\$3,599
2027	3	\$3,707	\$40,111	\$43,817
2028	4	\$3,707	\$85,024	\$88,730
2029	5	\$3,818	\$85,024	\$88,842
2030	6	\$3,818	\$87,594	\$91,412
2031	7	\$3,932	\$87,594	\$91,527
2032	8	\$3,932	\$90,243	\$94,175
2033	9	\$4,050	\$90,243	\$94,293
2034	10	\$4,050	\$92,971	\$97,022
2035	11	\$4,172	\$92,971	\$97,143
2036	12	\$4,172	\$95,782	\$99,954
2037	13	\$4,297	\$95,782	\$100,079
2038	14	\$4,297	\$98,678	\$102,975
2039	15	\$4,426	\$98,678	\$103,104
2040	16	\$4,426	\$101,662	\$106,088
2041	17	\$4,559	\$101,662	\$106,220
2042	18	\$4,559	\$104,735	\$109,294
2043	19	\$4,695	\$104,735	\$109,431
2044	20	\$4,695	\$107,902	\$112,598
2045	21	\$4,836	\$107,902	\$112,738
2046	22	\$4,836	\$111,164	\$116,001
2047	23	\$4,981	\$111,164	\$116,146
2048	24	\$4,981	\$114,526	\$119,507
2049	25	<u>\$5,131</u>	<u>\$114,526</u>	<u>\$119,656</u>
Total		\$107,276	\$2,220,675	\$2,327,950
Future Tax Revenue				
	2050	\$5,131	\$117,988	\$123,119

Source: Economic & Planning Systems

Colorado Springs School District 11 Impact

The Plan Area is located within the Colorado Springs School District Number 11, which has a 40.069 mill levy. The School District’s share of the current property tax base is \$21,014, shown in **Table 7**, and will continue to be collected by the School District. The base amount is expected to grow at 3.0 percent every two years resulting in an annual amount of \$29,960 in year 25 and generating a total over \$626,411 over the 25-year period. After the 25-year period is complete, the School District’s share of property tax revenues will increase to approximately \$718,924 annually due to the new development. This includes approximately \$688,964 generated by the property tax increment from OneVeLa.

Table 7. School District Property Tax Revenue, 2025-2049

Year	Plan Year	School Dist. Property Tax: 40.069 mills		
		Base	Increment 1-Yr. Lag	Total
2025	1	\$21,014	\$0	\$21,014
2026	2	\$21,014	\$0	\$21,014
2027	3	\$21,644	\$234,218	\$255,862
2028	4	\$21,644	\$496,476	\$518,120
2029	5	\$22,293	\$496,476	\$518,769
2030	6	\$22,293	\$511,486	\$533,780
2031	7	\$22,962	\$511,486	\$534,449
2032	8	\$22,962	\$526,951	\$549,913
2033	9	\$23,651	\$526,951	\$550,602
2034	10	\$23,651	\$542,883	\$566,534
2035	11	\$24,360	\$542,883	\$567,244
2036	12	\$24,360	\$559,297	\$583,658
2037	13	\$25,091	\$559,297	\$584,389
2038	14	\$25,091	\$576,208	\$601,299
2039	15	\$25,844	\$576,208	\$602,052
2040	16	\$25,844	\$593,629	\$619,473
2041	17	\$26,619	\$593,629	\$620,248
2042	18	\$26,619	\$611,577	\$638,197
2043	19	\$27,418	\$611,577	\$638,995
2044	20	\$27,418	\$630,068	\$657,486
2045	21	\$28,240	\$630,068	\$658,309
2046	22	\$28,240	\$649,118	\$677,359
2047	23	\$29,088	\$649,118	\$678,206
2048	24	\$29,088	\$668,744	\$697,832
2049	25	<u>\$29,960</u>	<u>\$668,744</u>	<u>\$698,705</u>
Total		\$626,411	\$12,967,095	\$13,593,506
Future Tax Revenue				
	2050	\$29,960	\$688,964	\$718,924

Source: Economic & Planning Systems

City of Colorado Springs Impact

The City of Colorado Springs has a 3.579 mill levy. The City’s share of the current property tax base is \$1,877, shown in **Table 8**, and will continue to be collected by the City. The base amount is expected to grow at 3.0 percent every two years resulting in an annual amount of \$2,676 in year 25 and generating a total of approximately \$55,952 over the 25-year period. After the 25-year period is complete, the City’s share of property tax revenues will increase to approximately \$64,215 annually due to the new development. This includes approximately \$61,539 generated by the property tax increment from OneVeLa.

Table 8. City of Colorado Springs Property Tax Revenue, 2025-2049

Year	Plan Year	Co. Springs Property Tax: 3.579 mills		Total
		Base	Increment 1-Yr. Lag	
2025	1	\$1,877	\$0	\$1,877
2026	2	\$1,877	\$0	\$1,877
2027	3	\$1,933	\$20,921	\$22,854
2028	4	\$1,933	\$44,346	\$46,279
2029	5	\$1,991	\$44,346	\$46,337
2030	6	\$1,991	\$45,686	\$47,678
2031	7	\$2,051	\$45,686	\$47,737
2032	8	\$2,051	\$47,068	\$49,119
2033	9	\$2,113	\$47,068	\$49,180
2034	10	\$2,113	\$48,491	\$50,603
2035	11	\$2,176	\$48,491	\$50,667
2036	12	\$2,176	\$49,957	\$52,133
2037	13	\$2,241	\$49,957	\$52,198
2038	14	\$2,241	\$51,467	\$53,709
2039	15	\$2,308	\$51,467	\$53,776
2040	16	\$2,308	\$53,024	\$55,332
2041	17	\$2,378	\$53,024	\$55,401
2042	18	\$2,378	\$54,627	\$57,004
2043	19	\$2,449	\$54,627	\$57,076
2044	20	\$2,449	\$56,278	\$58,727
2045	21	\$2,522	\$56,278	\$58,801
2046	22	\$2,522	\$57,980	\$60,502
2047	23	\$2,598	\$57,980	\$60,578
2048	24	\$2,598	\$59,733	\$62,331
2049	25	<u>\$2,676</u>	<u>\$59,733</u>	<u>\$62,409</u>
Total		\$55,952	\$1,158,233	\$1,214,185
Future Tax Revenue				
	2050	\$2,676	\$61,539	\$64,215

Source: Economic & Planning Systems

Pikes Peak Library District Impact

The Plan Area is located within the Pikes Peak Library District, which has a 3.061 mill levy. It is assumed 50 percent of the Library District's mill levy (1.531 mills) will be pledged to TIF and the remainder (1.531 mills) will continue to be collected by the Library District. The Library District's share of the current property tax base is \$1,605, shown in **Table 9**, and will continue to be collected by the Library District. The base amount is expected to grow at 3.0 percent every two years resulting in an annual amount of \$2,289 in year 25 and generating a total of approximately \$47,854 over the 25-year period. During the 25-year TIF period, the Library District will collect increment on 1.531 mills, which is estimated to generate a total of \$495,299. After the 25-year period is complete, the Pikes Peak Library District's share of property tax revenues will increase to approximately \$54,921 annually due to the new development. This includes approximately \$52,632 generated by the property tax increment from OneVeLa.

Table 9. Library Property Tax Revenue, 2025-2049

Year	Plan Year	Library District			Total
		Base 3.061 mill levy	Lib. Increment 1.531 mill levy	TIF Increment 1.531 mill levy	
2025	1	\$1,605	\$0	\$0	\$1,605
2026	2	\$1,605	\$0	\$0	\$1,605
2027	3	\$1,653	\$8,946	\$8,946	\$19,546
2028	4	\$1,653	\$18,964	\$18,964	\$39,581
2029	5	\$1,703	\$18,964	\$18,964	\$39,630
2030	6	\$1,703	\$19,537	\$19,537	\$40,777
2031	7	\$1,754	\$19,537	\$19,537	\$40,828
2032	8	\$1,754	\$20,128	\$20,128	\$42,010
2033	9	\$1,807	\$20,128	\$20,128	\$42,062
2034	10	\$1,807	\$20,736	\$20,736	\$43,279
2035	11	\$1,861	\$20,736	\$20,736	\$43,334
2036	12	\$1,861	\$21,363	\$21,363	\$44,588
2037	13	\$1,917	\$21,363	\$21,363	\$44,643
2038	14	\$1,917	\$22,009	\$22,009	\$45,935
2039	15	\$1,974	\$22,009	\$22,009	\$45,993
2040	16	\$1,974	\$22,675	\$22,675	\$47,324
2041	17	\$2,034	\$22,675	\$22,675	\$47,383
2042	18	\$2,034	\$23,360	\$23,360	\$48,754
2043	19	\$2,095	\$23,360	\$23,360	\$48,815
2044	20	\$2,095	\$24,066	\$24,066	\$50,227
2045	21	\$2,157	\$24,066	\$24,066	\$50,290
2046	22	\$2,157	\$24,794	\$24,794	\$51,746
2047	23	\$2,222	\$24,794	\$24,794	\$51,810
2048	24	\$2,222	\$25,544	\$25,544	\$53,310
2049	25	<u>\$2,289</u>	<u>\$25,544</u>	<u>\$25,544</u>	<u>\$53,376</u>
Total		\$47,854	\$495,299	\$495,299	\$1,038,452
Future Tax Revenue					
2050		\$2,289	\$26,316	\$26,316	\$54,921

Source: Economic & Planning Systems

Southeastern Colorado Water Conservancy District Impact

The Plan Area is located within the Southeastern Colorado Water Conservancy District, which has a 0.888 mill levy. The Water Conservancy District’s share of the current property tax base is \$466, shown in **Table 10**, and will continue to be collected by the Water Conservancy District. The base amount is expected to grow at 3.0 percent every two years resulting in an annual amount of \$664 in year 25 and generating a total of approximately \$13,882 over the 25-year period. After the 25-year period is complete, the Southeastern Colorado Water Conservancy District’s share of property tax revenues will increase to approximately \$15,933 annually due to the new development. This includes approximately \$15,269 generated by the property tax increment from OneVeLa.

Table 10. Water Conservancy Property Tax Revenue, 2025-2049

Year	Plan Year	Water Conserv. Property Tax: 0.888 mills		Total
		Base	Increment 1-Yr. Lag	
2025	1	\$466	\$0	\$466
2026	2	\$466	\$0	\$466
2027	3	\$480	\$5,191	\$5,670
2028	4	\$480	\$11,003	\$11,482
2029	5	\$494	\$11,003	\$11,497
2030	6	\$494	\$11,335	\$11,830
2031	7	\$509	\$11,335	\$11,844
2032	8	\$509	\$11,678	\$12,187
2033	9	\$524	\$11,678	\$12,202
2034	10	\$524	\$12,031	\$12,555
2035	11	\$540	\$12,031	\$12,571
2036	12	\$540	\$12,395	\$12,935
2037	13	\$556	\$12,395	\$12,951
2038	14	\$556	\$12,770	\$13,326
2039	15	\$573	\$12,770	\$13,343
2040	16	\$573	\$13,156	\$13,729
2041	17	\$590	\$13,156	\$13,746
2042	18	\$590	\$13,554	\$14,144
2043	19	\$608	\$13,554	\$14,161
2044	20	\$608	\$13,963	\$14,571
2045	21	\$626	\$13,963	\$14,589
2046	22	\$626	\$14,386	\$15,011
2047	23	\$645	\$14,386	\$15,030
2048	24	\$645	\$14,821	\$15,465
2049	25	\$664	\$14,821	\$15,485
Total		\$13,882	\$287,374	\$301,256
Future Tax Revenue				
	2050	\$664	\$15,269	\$15,933

Source: Economic & Planning Systems

Colorado Springs Downtown Development Authority (DDA) Impact

The Plan Area is located within the Colorado Springs DDA, which has a 5.000 mill levy. It is assumed 60 percent of the DDA’s mill levy (3.000 mills) will be pledged to TIF and the remainder (2.000 mills) will continue to be collected by the DDA. The DDA’s share of the current property tax base is \$2,622, shown in **Table 11**, and will continue to be collected by the DDA. The base amount is expected to grow at 3.0 percent every two years resulting in an annual amount of \$3,739 in year 25 and generating a total of approximately \$78,167 over the 25-year period. After the 25-year period is complete, the DDA’s share of property tax revenues will increase to approximately \$89,711 annually due to the new development. This includes approximately \$85,972 generated by the property tax increment from OneVeLa.

Table 11. Colorado Springs DDA Property Tax Revenue, 2025-2049

Year	Plan Year	Colorado Springs DDA			Total
		Base 5.000 mill levy	DDA Increment 2.000 mill levy	TIF Increment 3.000 mill levy	
2025	1	\$2,622	\$0	\$0	\$2,622
2026	2	\$2,622	\$0	\$0	\$2,622
2027	3	\$2,701	\$17,536	\$17,536	\$37,773
2028	4	\$2,701	\$37,172	\$37,172	\$77,044
2029	5	\$2,782	\$37,172	\$37,172	\$77,125
2030	6	\$2,782	\$38,295	\$38,295	\$79,373
2031	7	\$2,865	\$38,295	\$38,295	\$79,456
2032	8	\$2,865	\$39,453	\$39,453	\$81,772
2033	9	\$2,951	\$39,453	\$39,453	\$81,858
2034	10	\$2,951	\$40,646	\$40,646	\$84,244
2035	11	\$3,040	\$40,646	\$40,646	\$84,332
2036	12	\$3,040	\$41,875	\$41,875	\$86,790
2037	13	\$3,131	\$41,875	\$41,875	\$86,881
2038	14	\$3,131	\$43,141	\$43,141	\$89,413
2039	15	\$3,225	\$43,141	\$43,141	\$89,507
2040	16	\$3,225	\$44,446	\$44,446	\$92,116
2041	17	\$3,322	\$44,446	\$44,446	\$92,213
2042	18	\$3,322	\$45,789	\$45,789	\$94,900
2043	19	\$3,421	\$45,789	\$45,789	\$95,000
2044	20	\$3,421	\$47,174	\$47,174	\$97,769
2045	21	\$3,524	\$47,174	\$47,174	\$97,871
2046	22	\$3,524	\$48,600	\$48,600	\$100,724
2047	23	\$3,630	\$48,600	\$48,600	\$100,830
2048	24	\$3,630	\$50,069	\$50,069	\$103,769
2049	25	\$3,739	\$50,069	\$50,069	\$103,877
Total		\$78,167	\$970,857	\$970,857	\$2,019,881
Future Tax Revenue					
2050		\$3,739	\$34,389	\$51,583	\$89,711

Source: Economic & Planning Systems

Sales Taxes

CSURA is expected to keep 1.75 percent of city sales tax and 0.75 percent of county sales tax revenues generated by sales on-site. This is the incremental sales tax, which includes all sales tax generated from the new retail development on parcels included in the Plan Area. These revenues are necessary to allow the project to move forward and will be used to fund eligible improvements.

Assumptions

To estimate potential sales tax revenues of OneVeLa, EPS estimated annual sales per square foot of development based on the anticipated retail type. The 7,900 square feet of restaurant retail is estimated to achieve \$400 per square foot. EPS has also assumed an annual growth rate in sales of 2.0 percent per year.

The 2024 El Pas County sales tax rate is 1.23 percent, of which 0.75 percent will be allocated for TIF for the 25-year period. The remaining 0.25 percent will go into the county’s general fund and the 0.23 percent is dedicated to Public Safety Critical Needs.

The 2024 City of Colorado Springs sales tax rate is 3.07 percent, of which 1.75 percent will be allocated for TIF for the 25-year period. The remaining 0.25 percent will go into the city’s general fund and the 1.07 percent is dedicated sales for specific uses including 0.10 percent for Trails, Open Space and Parks (TOPS), 0.40 percent for Public Safety Sales Tax (PSST), and 0.57 percent for 2C Road Tax.

El Paso County Sales Tax Increment

The future sales taxes due to new retail development is referred to as the “Increment.” The development of OneVeLa is expected to generate approximately \$717,167 in county sales tax increment from the 0.75 percent county commitment over the 25-year period, which equates to an average of approximately \$28,700 per year, as shown below in **Table 12**. The present value of these revenues translates to \$386,825, based on a discount rate of 5.0 percent.

The revenues that El Paso County will retain over this timeframe, includes the 0.23 percent of sales tax in the Plan Area for Public Safety Critical Needs, which has a sunset date of January 1, 2029. If this sales tax were to be extended past the sunset of 2029, it would generate a total of \$219,931 over the 25-year period or an average of \$8,800 per year. If it is not extended past the sunset date, it will generate a total of \$17,091 through 2028. Additionally, El Paso County will receive 0.25 percent sales tax, which flows into the general fund. This is estimated to generate a total of \$239,056 over the TIF period or an average of \$9,600 per year.

Table 12. El Paso County Sales Tax Increment, 2024-2049

Year	Plan Yr.	Commercial Tax. Sales ¹ \$7,900/sf \$400/sf	El Paso County Sales Tax			County TIF Share Present Val. 5.00%
			Public Safety 0.23%	Gen. Fund 0.25%	TIF Share 0.75%	
2024	0	\$0	\$0	\$0	\$0	\$0
2025	1	\$0	\$0	\$0	\$0	\$0
2026	2	\$1,611,600	\$3,707	\$4,029	\$12,087	\$11,511
2027	3	\$2,465,748	\$5,671	\$6,164	\$18,493	\$16,774
2028	4	\$3,353,417	\$7,713	\$8,384	\$25,151	\$21,726
2029	5	\$3,420,486	\$7,867	\$8,551	\$25,654	\$21,105
2030	6	\$3,488,895	\$8,024	\$8,722	\$26,167	\$20,502
2031	7	\$3,558,673	\$8,185	\$8,897	\$26,690	\$19,917
2032	8	\$3,629,847	\$8,349	\$9,075	\$27,224	\$19,347
2033	9	\$3,702,444	\$8,516	\$9,256	\$27,768	\$18,795
2034	10	\$3,776,493	\$8,686	\$9,441	\$28,324	\$18,258
2035	11	\$3,852,022	\$8,860	\$9,630	\$28,890	\$17,736
2036	12	\$3,929,063	\$9,037	\$9,823	\$29,468	\$17,229
2037	13	\$4,007,644	\$9,218	\$10,019	\$30,057	\$16,737
2038	14	\$4,087,797	\$9,402	\$10,219	\$30,658	\$16,259
2039	15	\$4,169,553	\$9,590	\$10,424	\$31,272	\$15,794
2040	16	\$4,252,944	\$9,782	\$10,632	\$31,897	\$15,343
2041	17	\$4,338,003	\$9,977	\$10,845	\$32,535	\$14,905
2042	18	\$4,424,763	\$10,177	\$11,062	\$33,186	\$14,479
2043	19	\$4,513,258	\$10,380	\$11,283	\$33,849	\$14,065
2044	20	\$4,603,523	\$10,588	\$11,509	\$34,526	\$13,663
2045	21	\$4,695,594	\$10,800	\$11,739	\$35,217	\$13,273
2046	22	\$4,789,506	\$11,016	\$11,974	\$35,921	\$12,894
2047	23	\$4,885,296	\$11,236	\$12,213	\$36,640	\$12,525
2048	24	\$4,983,002	\$11,461	\$12,458	\$37,373	\$12,167
2049	25	\$5,082,662	\$11,690	\$12,707	\$38,120	\$11,820
Total			\$219,931	\$239,056	\$717,167	\$386,825
Avg.			\$8,797	\$9,562	\$28,687	\$15,473

¹Annual escalation of 2.0%

Source: Economic & Planning Systems

City of Colorado Springs Sales Tax Increment

The future sales taxes due to new retail development is referred to as the “Increment.” The development of OneVeLa is expected to generate approximately \$1.7 million in city sales tax increment over the 25-year period, which equates to an average of approximately \$66,900 per year, as shown in **Table 13**. This is based on a commitment of the 1.75 percent sales tax to the URA. This revenue stream, when discounted at 5.0 percent, translates to a present value of \$902,591.

Revenues retained by the city over this timeframe include the 1.07 percent sales tax for three dedicated uses from sales activity within OneVeLa. The 0.10 percent TOPS will generate a total of approximately \$95,622 or an average of \$3,800 per year. The 0.40 percent sales tax for PSST will generate approximately \$382,500 or an average of \$15,300 per year. The 0.57 percent sales tax for 2C Road will generate approximately \$545,047 or an average of \$21,800 per year. In addition, the city will retain 0.25 percent sales tax for the general fund. This is estimated to generate a total of \$239,056 over the TIF period or an average of \$9,600 per year.

Table 13. Colorado Springs Sales Tax Increment, 2024-2049

Year	Plan Yr.	Commercial Tax. Sales ¹ \$7,900 sf \$400/sf	Colorado Springs Sales Tax					City TIF Share Present Val. 5.00%
			TOPS 0.10%	PSST 0.40%	2C Road 0.57%	Gen. Fund 0.25%	TIF Share 1.75%	
2024	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2025	1	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2026	2	\$1,611,600	\$1,612	\$6,446	\$9,186	\$4,029	\$28,203	\$26,860
2027	3	\$2,465,748	\$2,466	\$9,863	\$14,055	\$6,164	\$43,151	\$39,139
2028	4	\$3,353,417	\$3,353	\$13,414	\$19,114	\$8,384	\$58,685	\$50,694
2029	5	\$3,420,486	\$3,420	\$13,682	\$19,497	\$8,551	\$59,858	\$49,246
2030	6	\$3,488,895	\$3,489	\$13,956	\$19,887	\$8,722	\$61,056	\$47,839
2031	7	\$3,558,673	\$3,559	\$14,235	\$20,284	\$8,897	\$62,277	\$46,472
2032	8	\$3,629,847	\$3,630	\$14,519	\$20,690	\$9,075	\$63,522	\$45,144
2033	9	\$3,702,444	\$3,702	\$14,810	\$21,104	\$9,256	\$64,793	\$43,854
2034	10	\$3,776,493	\$3,776	\$15,106	\$21,526	\$9,441	\$66,089	\$42,601
2035	11	\$3,852,022	\$3,852	\$15,408	\$21,957	\$9,630	\$67,410	\$41,384
2036	12	\$3,929,063	\$3,929	\$15,716	\$22,396	\$9,823	\$68,759	\$40,202
2037	13	\$4,007,644	\$4,008	\$16,031	\$22,844	\$10,019	\$70,134	\$39,053
2038	14	\$4,087,797	\$4,088	\$16,351	\$23,300	\$10,219	\$71,536	\$37,937
2039	15	\$4,169,553	\$4,170	\$16,678	\$23,766	\$10,424	\$72,967	\$36,853
2040	16	\$4,252,944	\$4,253	\$17,012	\$24,242	\$10,632	\$74,427	\$35,800
2041	17	\$4,338,003	\$4,338	\$17,352	\$24,727	\$10,845	\$75,915	\$34,778
2042	18	\$4,424,763	\$4,425	\$17,699	\$25,221	\$11,062	\$77,433	\$33,784
2043	19	\$4,513,258	\$4,513	\$18,053	\$25,726	\$11,283	\$78,982	\$32,819
2044	20	\$4,603,523	\$4,604	\$18,414	\$26,240	\$11,509	\$80,562	\$31,881
2045	21	\$4,695,594	\$4,696	\$18,782	\$26,765	\$11,739	\$82,173	\$30,970
2046	22	\$4,789,506	\$4,790	\$19,158	\$27,300	\$11,974	\$83,816	\$30,085
2047	23	\$4,885,296	\$4,885	\$19,541	\$27,846	\$12,213	\$85,493	\$29,226
2048	24	\$4,983,002	\$4,983	\$19,932	\$28,403	\$12,458	\$87,203	\$28,391
2049	25	\$5,082,662	\$5,083	\$20,331	\$28,971	\$12,707	\$88,947	\$27,579
Total			\$95,622	\$382,489	\$545,047	\$239,056	\$1,673,389	\$902,591
Avg.			\$3,825	\$15,300	\$21,802	\$9,562	\$66,936	\$36,104

¹Annual escalation of 2.0%
Source: Economic & Planning Systems

Summary of County Impact

Cost of Service and Infrastructure Costs

Development projects such as OneVeLa will generate fiscal and economic impacts to El Paso County, with factors that are both positive and negative. Some uses, such as residential, will have more of an impact on County services and costs.

It is important to recognize that the cost of service and infrastructure costs vary depending on whether or not the development occurs within incorporated or unincorporated areas. The entire Plan Area is located within the City of Colorado Springs municipal boundaries. It is also noteworthy that many of the urban services required by the new development will be provided by the City of Colorado Springs such as police, fire, street maintenance, parks and recreation, and general administration such as planning, zoning, land use code enforcement, business licensing, etc.

For the purposes of this analysis, EPS assumes that the modest additional service cost to the County associated with the future development within the City of Colorado Springs is balanced by additional revenue sources, such as intergovernmental transfers and fees for services. While modest, the County will receive sales tax revenues from the residents living within the development. The County is expected to have no financial exposure for infrastructure costs or other capital improvements, at the time of construction or on an ongoing basis. Future infrastructure costs that are associated with development on parcels included in the Plan Area boundary are anticipated to be financed by the Developer initially, and by the Colorado Springs Urban Renewal Authority and the City of Colorado Springs in the future.

Summary of the Net County Impact

Based on the analysis included in this report, EPS anticipates that the impact of the proposed OneVeLa Urban Renewal Plan on El Paso County will be neutral. The County will continue to receive the base amount of \$3,599 annually with biannual escalation. By 2050, the end of the 25-year tax increment period, the County's portion of property tax is expected to increase to \$123,119 as a result of the new development. The County can expect to receive this approximate level of revenue upon the sunset of the TIF in 2049.

All of the sales tax generated in the Plan Area will be net new. The County will collect 0.25 percent of sales tax for the general fund and 0.23 percent for Public Safety Critical Needs in the Plan Area during the 25-year period. Following the TIF timeframe, the County will collect the full 1.23 percent of sales tax. The taxable sales in 2047 are estimated at \$5.2 million, which would generate approximately \$63,800 annually in county sales tax revenue.

Based on previous experience evaluating county fiscal structures, EPS has an understanding of expenditures, revenues, and alternative revenue sources that new development generates as well as the corresponding costs of service attributed to various development types. Moreover, because the future development will be located within the City of Colorado Springs, and the City is responsible for a majority of services, including ones with typically higher costs to local government (i.e., police, fire, public works, water), the County's exposure in terms of its financial outlay will be modest and is expected to be mitigated with other revenue sources.

SIXTH AMENDMENT TO LEASE

THIS SIXTH AMENDMENT TO LEASE (the “Sixth Amendment”) dated for reference purposes only as **September 1, 2024**, by and between **Monitor Rockrimmon, LLC, a Colorado limited liability company**, (hereinafter referred to as “Landlord”) and **Pikes Peak Library District** (hereinafter referred to as “Tenant”).

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease for reference purposes only dated **May 25, 1989, and First Lease Amendment/Extension Agreement dated March 8, 1995, Second Amendment of Lease Agreement dated December 13, 1999, Third Amendment to lease dated July 28, 2003, Fourth Amendment to Lease dated September 16, 2014 and Fifth Amendment to Lease dated November 2018.** (the “Lease”), with respect to the premises located at Safeway at Rockrimmon, **832 Village Center Drive, Colorado Springs, Colorado**, consisting of approximately **8,668** square feet (the “Leased Premises”), and

WHEREAS the aforementioned Lease is due to expire by its own terms on December 31, 2024, and

WHEREAS, Landlord and Tenant now desire to amend the Lease, and specify certain changes to the terms and conditions of the Lease.

NOW, THEREFORE, the parties for good and valuable consideration, the receipt of which is hereby acknowledged, agree as follows:

1. RECITALS. The foregoing recitals are true and correct and incorporated herein by this reference.
2. DEFINED TERMS. All capitalized terms not specifically defined herein shall have the meanings set forth in the Lease.
3. LEASE TERM ADJUSTMENT. Upon full execution of this Sixth Amendment to Lease, the Lease Term for the Leased Premises, 832 Village Center Drive, shall commence on **January 1, 2025**, and shall expire on the **31st day of December 2025**.
4. RENTAL. Tenant covenants and agrees to pay a reserved base rent for the Leased Premises, consisting of approximately 8,668 square feet, during the Lease term:

<u>Months</u>	<u>Rent/Month</u>	<u>Annual Base Rent per Rentable Square Foot</u>
01/1/25-12/31/25	\$15,770.46	\$21.83 + NNN

Tenant shall keep in strict confidence and shall not divulge the existence, contents or provisions of this Lease to anyone other than an officer, agent, employee, director, shareholder, lawyer, consultant, accountant or auditor of Tenant without the prior written consent of Landlord, unless ordered by a court of competent jurisdiction or required by applicable law. A breach of the foregoing covenant of confidentiality shall be deemed a material breach and event of default under the Lease, subjecting Tenant to any and all of Landlord’s rights and remedies available in the event of nonpayment of rent. This covenant of confidentiality shall survive the expiration of the Lease and any amendment thereto.

5. OPERATING COSTS CAP. Operating Costs, as defined in Article IV of the Lease, shall be capped at \$6.50 per square foot (\$4,695.16 per month) for the calendar year 2025.

6. PROPERTY TAXES. Tenant is exempt from paying property taxes as long as El Paso County continues to assess the property based on the Tenant's exempt status.

7. CONDITION OF PREMISES. Landlord delivers to Tenant and Tenant accepts from Landlord the Leased Premises in an as-is, where-is condition and both parties acknowledge that no Landlord's work shall be performed in connection with this Sixth Amendment.

8. WATER INTRUSION. Landlord will warrant that if a water intrusion occurs from the outside of the building, Landlord will be fully responsible for all costs associated with clean up and for any damages to Tenant caused by such intrusion.

9. RENEWAL OPTION. Provided Tenant is not in default and has performed all of its covenants and obligations hereunder, Tenant shall have the option to extend the Term of this Lease (hereinafter, the "Option") for an additional period. The Option shall be for one (1) period of five (5) years upon the same terms and conditions, at the then current market rate, but not less than the previous year's rent, and upon the following further terms and conditions.
 - 9.1 Tenant shall exercise said Option only by giving written notice to Landlord not later than one hundred eighty days (180 days) before the expiration of the Lease. Thereafter, Landlord shall advise Tenant within ten (10) business days of the Base Rent for the Option Period, and Tenant shall then have ten (10) business days within which to revoke in writing its exercise of the Option.

 - 9.2 It is understood and agreed that this Option is personal to Tenant and is not transferable; in the event of any assignment or subleasing of any or all of the Premises said Option shall be null and void.

 - 9.3 Option Addendum. In the event that Tenant shall elect to extend this Lease and shall serve notice of such election, and the rental for the renewed term is fixed, all as herein provided, the parties hereto shall, on expiration of the term hereof, execute an addendum to this Lease setting forth the commencement and termination dates, and the rental to be paid, for the extended term.

9. TABOR AMENDMENT. Landlord and Tenant acknowledge and agree that this Sixth Amendment to Lease shall not constitute a multi-year financial obligation of Tenant under the Taxpayers Bill of Rights ("TABOR") of the Colorado Constitution. Therefore, this Sixth Amendment to Lease is subject to annual appropriations for payment by Tenants Board of Trustees. If such appropriation is not made, the Lease shall terminate, and Tenants obligations will remain identified in Paragraph 13 of the Third Amendment to Lease.

10. MISCELLANEOUS.
 - a. The Lease as modified herein remains in full force and effect and is hereby ratified by Landlord and Tenant. In the event of any conflict between the Lease and this Sixth Amendment, the terms and conditions of this Sixth Amendment shall control.

 - b. In the event of any litigation arising out of or in connection with this Sixth Amendment, the prevailing party shall be awarded reasonable attorney's fees, costs and expenses.

 - c. This Sixth Amendment shall be binding upon executions and inure to the benefit of the parties hereto and their heirs, personal representatives, successors and assigns.

 - d. This Sixth Amendment contains the entire agreement of Landlord and Tenant with respect to the subject matter hereof and may not be amended or modified except by an instrument executed in writing by Landlord and Tenant.

e. Except as expressly provided herein, Tenant has not assigned or transferred any interest in the lease and has full power and authority to execute this Agreement.

f. Tenant has no known claims of any kind of nature against Landlord arising from or under the Lease and there are no agreements between Landlord and Tenant other than the Lease as amended by this Sixth Amendment.

IN WITNESS WHEREOF, the parties have executed this Sixth Amendment to Lease as of the date set by their signature below. This Sixth Amendment shall be deemed effective upon delivery of a fully executed copy hereof to both parties.

LANDLORD:

Monitor Rockrimmon, LLC, a Delaware limited liability company

By: Ismet Sahin

Its: Managing Member

Signature: _____

Dated this ____ day of _____, 2024

TENANT:

Pikes Peak Library District

By: _____

Its: _____

Signature: _____

Dated this ____ day of _____, 2024

**Pikes Peak Library District
October 16, 2024**

Water Main Reroute – 21c Library

21c Library's water main runs East off of Chapel Hills Dr. onto the North side of the property and under the chiller pit. The water main serves the building water supply, irrigation and local fire hydrants.

Background

On June 8th 2024 the main water supply for 21c Library burst. The incident was found and immediately shut down, leaving three fire hydrants non operable on the South and West side of the building. The initial shutdown took over five hours. During the shutdown a shut off valve was installed ahead of the break. This is the second water main break PPLD has experienced under the chiller pit.

Analysis

Bids were submitted by Miller Pipeline and PF McCarthy with options, both proposers attended the pre-bid walk. The bid submitted by Miller Pipeline showed multiple errors in cost and no clear scope defined in association with their cost. PF McCarthy supplied detailed information on project scope with cost association.

Fiscal Impact

Company	Base Bid
Miller Pipeline	\$133,258.00
PF McCarthy INC	\$138,693.00

Summary

In review of the submitted work packages from PF McCarthy INC it is determined that the Scope of Work on option 3 best fits the needs of the project. Option 3 allows the water main to be rerouted around the chiller pit and on the North side of the North road. This will allow for ease of access in the event of future pipefitting needs. The expected deliverables of this project are an additional two shut off points for the water main, ease of future access and a reduction in risk to chiller's. 21c Library will stay open during this project. The project is expected to take approximately three weeks.

Recommendation

It is our recommendation that PF McCarthy INC be awarded the 21c Library Water Main Reroute project at their base bid of \$138,693.00 with an additional \$4000.00/3% for contingency. A recommended total project award of \$142,693.00

**Pikes Peak Library District
October 16, 2024**

Interior Renovation – Penrose Library

The Penrose Library serves a population of roughly 454-thousand people with 20-thousand library card holders. Last major renovations took place in 2012 which brought new use space to the building. PPLD Security team and local officials have found the need to update the building interior to produce a safe and inviting environment for all.

Background

A study was conducted in 2023 that brought safety and security pitfalls to the attention of PPLD staff. The existing building layout provides room for suspicious activity, and other illegal acts. Facilities staff have worked with architects from Planning Solutions to implement interior building changes that will help alleviate these issues. The interior renovation will include new service points, partitions and one-way gates among other safety features to help reduce incidents and increase line of sight throughout the building. The project carries a one-month construction phase.

Analysis

Bids were submitted by Mahler Construction and IS West Construction. Mahler Construction submitted a lower cost bid; however, failed to meet several primary qualifying requirements of the bid.

Fiscal Impact

Company	Base Bid
Mahler Construction	\$240,973.42
IS West	\$266,984.00

Summary

In review of the submitted work package from IS West, it is determined that the Scope of Work fits the needs of Penrose Library as defined by Planning Solutions Engineered plans. The expected deliverables of this project are a safer space for patrons and staff, better line of sight, better control over traffic flow and lower overall incidences. Upon award the Facilities department will work with the Security Department to manage contractor workflow. The primary intent is to keep the building open to the public while work is performed on the building. This will at times reduce services offered to the public for a short period without the need to close the branch.

Recommendation

It is our recommendation that IS West be awarded the Penrose Library interior renovation project at the base cost of \$266,984.00 with an additional \$16,000.00/6% for contingency. A recommended total project award of \$282,984.00.

RESOLUTION FOR SUPPLEMENTARY BUDGET

A Resolution appropriating a sum of money previously carried over into the 2024 budgeted Capital Fund for Pikes Peak Library District, Colorado Springs, Colorado.

WHEREAS, the Board of Trustees previously established a Capital Fund - the purpose of which is to account for all financial activity related to various capital projects; the funding of which comes primarily from the distribution of property tax revenue, as an allocated portion of the district's annual mill levy specifically ear-marked for the Capital Fund, as approved by the Board of Trustees,

AND WHEREAS, Capital Fund revenue fund transfers for security upgrades totaling \$500,000 were approved for inclusion into the 2023 Budget by adopted resolution on January 9, 2024, for which actual fund transfers were not transacted in the 2023 Fiscal Year,

AND WHEREAS, said approved budgeted revenue fund transfers totaling \$500,000 are being rolled forward to the 2024 Budget year for execution of the actual fund transfers in the 2024 Fiscal Year to offset previously appropriated capital outlay on adapted resolution on January 9, 2024, for a budgeted revenue increase in Capital Funds of \$500,000 for the 2024 Fiscal Year,

AND WHEREAS, a total of \$2,782,593 of expenditure funds were carried over into the 2024 Budget by adopted resolution on March 20, 2024, based on best known information at the time of the adoption of said resolution, prior to completion of the annual audit of the prior year's ending Capital Fund balance,

AND WHEREAS, the prior year's audit has since been completed and approved by the Board of Trustees at the July 17, 2024, Board of Trustees meeting, in which, funds available for carry over and appropriation to the 2024 Capital Fund Budget were reconciled and determined to be \$2,826,293, resulting in an increase of \$43,700 from the previously adopted carry over of \$2,782,593,

NOW THEREFORE, it is resolved by the Board of Trustees of Pikes Peak Library District, Colorado Springs, Colorado, that the 2024 revenue and appropriation of the Capital Fund is hereby increased from \$2,723,332 to \$3,223,332 and from \$2,782,593 to \$2,826,293, respectively, as per the attached schedule.

ADOPTED, this 16th day of October 2024.

Attest: _____
Dora Gonzales, President
Board of Trustees

Pikes Peak Library District
 Capital Fund
 Year Ended December 31, 2024

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Sources of Funds	Original	Budget	Amended
	Budget	Amendment	Budget
Funding - Property Taxes			
Property Taxes - Current	\$ 2,746,730		\$ 2,746,730
Property Taxes-Abatements	(10,329)		(10,329)
Uncollectible Taxes	(15,186)		(15,186)
Property Taxes - Omitted	587		587
Property Taxes - Delinquent	1,529		1,529
Funding - Pikes Peak Library District			
Operating transfer - General Fund to Capital Fund (Penrose Security Upgrade)		300,000	300,000
Operating transfer - General Fund to Capital Fund (Distirct Security Upgrade)		200,000	200,000
Total Sources of Funds	2,723,332	- 500,000	3,223,332

Uses of Funds

Org	Object	Project				
Cap. Dept	Loc.	Capital Category	Project Description			
FACILITES CAPITAL						
<i>2024 Projects</i>						
FAC	DW	Land Improvements	Asphalt Repairs & Maintenance	30,000	-	30,000
FAC	DW	Buildings	Tree Trimming	30,000	-	30,000
FAC	DW			60,000	-	60,000
FAC	EA	Equipment	Elevator Modernization	220,000	-	220,000
FAC	EA	Buildings	Security Operations Center Build	65,000	-	65,000
FAC	EA	Equipment	Chiller Compressor Replacement	65,000	-	65,000
FAC	EA	Land Improvements	Parking Lot Replacement	700,000	-	700,000
FAC	EA	Contingency	Future Unforeseen Issues	25,000	-	25,000
FAC	EA			1,075,000	-	1,075,000
FAC	LI	Contingency	Future Unforeseen Issues	25,000	-	25,000
FAC	LI			25,000	-	25,000.00
FAC	OL	Improvements Other Than Bldgs	Staff Office Wall Correction	4,000	-	4,000
FAC	OL	Buildings	Window Screen	5,000	-	5,000
FAC	OL			9,000	-	9,000
FAC	PE	Buildings	Garage Door Replacement	15,000	-	15,000
FAC	PE	Equipment	Tower Dirt Separator	35,000	-	35,000
FAC	PE			50,000	-	50,000
FAC	RO	Buildings	Front Door Auto Opener	4,000	-	4,000
FAC	RO			4,000	-	4,000
	FAC	2024 PROJECTS		1,223,000	-	1,223,000
<i>Pre-2024 projects</i>						
FAC	DW	Buildings	HVAC Controller	23,225	-	23,225
FAC	DW	Land Improvements	Concrete replacement	10,000	-	10,000
FAC	DW	Vehicles	County bookmobile - back-up camera upgrade	1,500	-	1,500
FAC	DW	Land Improvements	Asphalt Repairs & Maintenance	16,312	-	16,312
FAC	DW	Vehicles	Bookmobile	1,115	-	1,115
FAC	DW	Land Improvements	Concrete Replacement	9,850	-	9,850
FAC	DW	Vehicles	Contingency	118,057	-	118,057
FAC	DW	Land Improvements	Contingency 2022	4,721	-	4,721

Pikes Peak Library District
 Capital Fund
 Year Ended December 31, 2024

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				Original	Budget	Amended	
				Budget	Amendment	Budget	
FAC	DW	Contingency	Furniture Contingency 2022		23,807	-	23,807
FAC	DW	Buildings	Recycling Retainers		10,000	-	10,000
FAC	DW	Vehicles	Replace generator bookmobile		12,500	-	12,500
FAC	DW	Buildings	Roof Inspection		20,000	-	20,000
FAC	DW	Equipment	Vehicle Replacement		55,000	-	55,000
FAC	DW			-	306,087	-	306,087
FAC	EA	Land Improvement	Parking Lot Consultant		26,160	-	26,160
FAC	EA	Buildings	Security Operations Center		2,290	-	2,290
FAC	EA	Buildings	2019 Roofing Eval & Design		11,163	-	11,163
FAC	EA	Improvements Other Than Bldgs	Staff lounge improvements		2,000	-	2,000
FAC	EA	Furniture	Furniture		24,962	-	24,962
FAC	EA	Contingency	Future Unforeseen Issues		6,613	-	6,613
FAC	EA	Contingency	Future Unforeseen Issues		16,392	-	16,392
FAC	EA	Contingency	Future Unforeseen Issues		31,845	-	31,845
FAC	EA			-	121,425	-	121,425
FAC	PE	Buildings	Replace Door Openers		10,000	-	10,000
FAC	PE	Buildings	Replace Rooftop Unit		23,500	-	23,500
FAC	PE	Buildings	Personal Belongs Lockers		10,014	-	10,014
FAC	PE	Furniture	Adult area tables		5,000	-	5,000
FAC	PE	Furniture	Furnitruue for children's area		7,800	-	7,800
FAC	PE	Furniture	Tables & chairs - Adults		8,625	-	8,625
FAC	PE	Furniture	Adjustable height chairs		2,951	-	2,951
FAC	PE	Contingency	Future Unforeseen Issues		281,302	-	281,302
FAC	PE	Improvements Other Than Bldgs	Staff lounge improvements		6,000	-	6,000
FAC	PE			-	355,192	-	355,192
FAC	LI	Buildings	Revamp Creative Service area		3,000	-	3,000
FAC	LI	Equipment	Culinary Lab equipment		10,000	-	10,000
FAC	LI	Improvements Other Than Bldgs	Staff lounge improvements		2,000	-	2,000
FAC	LI			-	15,000	-	15,000
FAC	FO	Buildings	(5) RTU'S Replacement		17,757	-	17,757
FAC	FO			-	17,757	-	17,757
FAC	MO	Equipment	(4) RTU's replacement allowance		12,500	-	12,500
FAC	MO			-	12,500	-	12,500
FAC	OL	Equipment	HVAC replacement/upgrades		20,000	-	20,000
FAC	OL			-	20,000	-	20,000
FAC	SA	Buildings	Replace rooftop unit		50,000	-	50,000
FAC	SA			-	50,000	-	50,000
	FAC	PRE-2024 PROJECTS		-	897,961	-	897,961
		TOTAL FACILITES CAPITAL		1,223,000	897,961	-	2,120,961

Pikes Peak Library District
 Capital Fund
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Original Budget	Budget Amendment	Amended Budget
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COMMUNICATIONS CAPITAL

2024 Projects

COM	DW	Contingency	Future Unforeseen Issues	5,000	-	-	5,000
COM	HI	Buildings	Signage Update	5,500	-	-	5,500
COM	RO	Buildings	Signage Update	5,500	-	-	5,500
COM	RU	Buildings	Signage Update	5,000	-	-	5,000
COM	UT	Buildings	Signage Update	5,500	-	-	5,500
COM 2024 PROJECTS				26,500	-	-	26,500

Pre-2024 projects

COM	DW	Software	Upgrade to Drupal		22,600	-	22,600
COM	DW	Improvements Other Than Bldgs	Branded Canopies		1,500	-	1,500
COM	DW	Buildings	Signage projects		4,045	-	4,045
COM	DW	Contingency	Future Unforeseen Issues		5,000	-	5,000
COM	DW			-	33,145	-	33,145

COM	EA	Improvements Other Than Bldgs	Photo Exhibit		5,000	-	5,000
COM	EA			-	5,000	-	5,000

COM	FO	Improvements Other Than Bldgs	Signage At Location		7,500	-	7,500
COM	FO			-	7,500	-	7,500

COM	HI	Improvements Other Than Bldgs	Signage At Location		5,000	-	5,000
COM	HI			-	5,000	-	5,000

COM	HALL	Improvements Other Than Bldgs	Signage At Location		6,000	-	6,000
COM	HALL			-	6,000	-	6,000

COM	LI	Improvements Other Than Bldgs	Signage At Location		9,500	-	9,500
COM	LI			-	9,500	-	9,500

COM	MA	Other	MAC-Event Needs		1,000	-	1,000
COM	MA	Printing	MAC-Printing		3,000	-	3,000
COM	MA	Community	MAC-Marketing / Promotion		1,050	-	1,050
COM	MA	Contingency	MAC-Contingency		1,682	-	1,682
COM	MA	Improvements Other Than Bldgs	MAC-Signage		6,802	-	6,802
COM	MA			-	13,534	-	13,534

COM	PE	Improvements Other Than Bldgs	Community Mural		5,000	-	5,000
COM	PE			-	5,000	-	5,000

COM	RHG	Improvements Other Than Bldgs	Signage At Location		2,250	-	2,250
COM	RHG			-	2,250	-	2,250

Pikes Peak Library District
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	Original Budget	Budget Amendment	Amended Budget
COM RU Improvements Other Than Bldgs Signage At Location		5,000 -	5,000
COM RU	-	5,000 -	5,000
COM PRE-2024 PROJECTS	-	91,929 -	91,929
TOTAL COMMUNICATIONS CAPITAL	26,500	91,929 -	118,429

SECURITY

2024 Projects

SEC DW Contingency	Future Unforeseen Issues IT	290,332	-	-	290,332
SEC CH Improvements Other Than Bldgs	Technology updates	83,333	-	-	83,333
SEC MO Improvements Other Than Bldgs	Technology updates	83,333	-	-	83,333
SEC SA Improvements Other Than Bldgs	Technology updates	83,334	-	-	83,334
SEC RHG Improvements Other Than Bldgs	Carnegie Building Security Updates	93,000	-	-	93,000
SEC PE Improvements Other Than Bldgs	Exterior Storage	30,000	-	-	30,000
SEC 2024 PROJECTS		663,332	-	-	663,332

Pre-2024 projects

SEC DW Surveillance Equipment	Access control		186,504	-	186,504
SEC DW Surveillance Equipment	Surveillance cameras		100,000	-	100,000
SEC DW Surveillance Equipment	Security system		247	-	247
SEC DW Contingency	Future Unforeseen Issues IT		201,375	-	201,375
SEC PRE-2024 PROJECTS		-	488,126	-	488,126

SEC PE Contingency	Future Unforeseen Issues IT		298,625	-	298,625
SEC PE PRE-2024 PROJECTS		-	298,625	-	298,625
SEC PRE-2024 PROJECTS		-	786,751	-	786,751
TOTAL SECURITY		663,332	786,751	-	1,450,083

INFORMATION TECHNOLOGY CAPITAL

2024 Projects

IT DW Self-Check Stations	Security Gates (2)	24,000	-	-	24,000
IT DW Self-Check Stations	Security Gate	12,000	-	-	12,000
IT DW Self-Check Stations	Security Gate 21C Studio	12,000	-	-	12,000
IT DW Self-Check Stations	Security Gates (2)	24,000	-	-	24,000
IT DW Self-Check Stations	Security Gate	12,000	-	-	12,000
IT DW Self-Check Stations	Security Gate	12,000	-	-	12,000
IT DW Self-Check Stations	Security Gate	12,000	-	-	12,000
IT DW Internet	Z.AYO- (Internet) (ERATE)	300,000	-	-	300,000
IT DW Network Switches/UPS	Meraki (Network Access Points) (ERATE)	280,000	-	-	280,000
IT DW Switch Maintenance	SmartNet (Switch Maintenance) (ERATE)	100,000	-	-	100,000
IT DW 2024 PROJECTS		788,000	-	-	788,000

IT PRG PC Purchases	Young Adult Gaming PCs (5)	12,500	-	-	12,500
IT PRG PC Purchases	Young Adult Gaming PCs (4)	10,000	-	-	10,000
IT PRG 2024 PROJECTS		22,500	-	-	22,500
IT TOTAL INFORMATION TECHNOLOGY CAPITAL		810,500	-	-	810,500

Pre-2024 projects

IT CM Scanner	IT ScanPro		4,382	-	4,382
IT CM ILS	ILS peripherals		173,976	-	173,976
IT CM		-	178,357	-	178,357

IT DW PC Purchases	AWE Literacy Stations		1,075	-	1,075
IT DW Telecom Equipment	Wireless System (E-Rate)		200,000	-	200,000

Pikes Peak Library District
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				Original Budget	Budget Amendment	Amended Budget
IT	DW	Cabling Infrastructure	Cabling Infrastructure repair	60,000	-	60,000
IT	DW	PC Purchases	Technology refresh (staff)	60,205	-	60,205
IT	DW	PC Purchases	Technology refresh (patrons)	64,501	-	64,501
IT	DW	Network Switches/UPS	Network Switches/UPS	30,056	-	30,056
IT	DW	Network Switches/UPS	Network Switches/UPS (E-Rate)	308,258	-	308,258
IT	DW	Telecom Equipment	Telephone switches	33,080	-	33,080
IT	DW			-	757,175	-
						757,175
IT	RHG	Equipment initiatives	Archival Management Software	4,200	-	4,200
IT	RHG	Equipment initiatives	Archival management system	22,800	-	22,800
IT	RHG			-	27,000	-
						27,000
		IT PRE-2024 PROJECTS		-	962,533	-
		TOTAL INFORMATION TECHNOLOGY CAPITAL		810,500	962,533	-
						1,773,033

VIDEO STUDIO CAPITAL

Pre-2024 projects

VID	DW	Contingency	Future Unforeseen Issues	5,000	-	5,000
VID	DW			-	5,000	-
		VID PRE-2024 PROJECTS		-	5,000	-
		TOTAL VIDEO STUDIO CAPITAL		-	5,000	-
						5,000

CREATIVE SERVICES CAPITAL

Pre-2024 projects

CrS	DW	Scanner	3D scanner	80	-	80
CrS	DW	Equipment Replacement	Equipment Replacement	3	-	3
CrS	DW	Equipment initiatives	Equipment initiatives	4,628	-	4,628
CrS	DW	Equipment initiatives	New maker kits	1,000	-	1,000
CrS	DW	Equipment initiatives	Equipment replacement	2,708	-	2,708
CrS	DW	Contingency	Future Unforeseen Issues	30,000	-	30,000
CrS	DW			-	38,419	-
		CrS PRE-2024 PROJECTS		-	38,419	-
		TOTAL CREATIVE SERVICES CAPITAL		-	38,419	-
						38,419

CFO CAPITAL

Pre-2024 Projects

CFO	DW	Contingency	Future Unforeseen Issues		43,700	43,700
CFO	DW			-	-	43,700
		CFO PRE-2024 PROJECTS		-	-	43,700
		TOTAL CFO CAPITAL		-	-	43,700
						43,700

Total Uses of Funds

(Excess) Expenditures over Revenues

Fund Balance - Beginning of Year

Fund Balance - End of Year

	2,723,332	2,782,593	43,700	5,549,625
	-	(2,782,593)	456,300	(2,326,293)
	2,326,293			2,326,293
	\$ 2,326,293	(2,782,593)	456,300	0

RESOLUTION FOR SUPPLEMENTARY BUDGET

A Resolution appropriating a sum of money for capital improvements to the Penrose Library and Library 21c for Pikes Peak Library District, Colorado Springs, Colorado.

WHEREAS, the Board of Trustee of the Pikes Peak Library District previously approved Security Improvements to the Penrose Library in late 2023. Additional capital funds, not previously included in the 2024 Budget, are required to complete the Penrose Interior Renovation not to exceed \$282,984.

AND WHEREAS, a water main break occurred on June 8, 2024, at Library 21c to piping owned by the Library District. A temporary emergency fix was employed to prevent any further damage to landscape, building, and exterior components of the building, but did not fully restore water service to the Library 21c property. A permanent replacement and rerouting of damaged water pipe is required to completely restore water service to affected areas of the Library 21c property, which was not previously included in the 2024 Budget, with required work not expected to exceed \$142,693,

NOW THEREFORE, it is resolved by the Board of Trustees of Pikes Peak Library District, Colorado Springs, Colorado, that the funds for the above-mentioned appropriations for Penrose and Library 21c be transferred from the General Fund Unassigned Fund Balance and transferred to the respective Capital Funds for Penrose and Library 21c, for the amounts requested above.

ADOPTED, this 16th day of October 2024.

Attest: _____

Dora Gonzales, President
Board of Trustees