

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2023

COUNCIL BILL NO. CB23-1745
COMMITTEE OF REFERENCE:
Land Use, Transportation & Infrastructure

A BILL

For an ordinance assessing the annual costs of the continuing care, operation, repair, maintenance and replacement of the 32nd and Lowell Pedestrian Mall Local Maintenance District upon the real property, exclusive of improvements thereon, benefited.

BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:

Section 1. Upon consideration of the recommendation of the Executive Director of the Department of Transportation and Infrastructure that an ordinance be enacted for the purpose of assessing the annual costs of the continuing care, operation, repair, maintenance, and replacement of the 32nd and Lowell Pedestrian Mall Local Maintenance District (“32nd and Lowell Pedestrian Mall”), for the upcoming year, upon the real property, exclusive of improvements thereon, benefited, the Council finds, as follows:

(a) A local maintenance district providing for the continuing care, operation, repair, maintenance and replacement of the 32nd and Lowell Pedestrian Mall, was created by Ordinance No. 785, Series of 1992;

(b) The annual cost of the continuing care, operation, repair, maintenance and replacement of the 32nd and Lowell Pedestrian Mall is \$79,200.00, which amount the Executive Director of the Department of Transportation and Infrastructure has the authority to expend for the purposes stated herein;

(c) The Executive Director of the Department of Transportation and Infrastructure has complied with all provisions of law relating to the publishing of notice to the owners of real properties to be assessed and to all persons interested generally, and the Council sitting as a Board of Equalization has heard and determined all written complaints and objections, if any, filed with the Executive Director of the Department of Transportation and Infrastructure;

(d) The real property within the 32nd and Lowell Pedestrian Mall will be benefited in an amount equal to or in excess of the amount to be assessed against said property because of the continuing care, operation, repair, maintenance and replacement of said 32nd and Lowell Pedestrian Mall.

1 **Section 2.** The annual costs of the continuing care, operation, repair, maintenance and
2 replacement of the 32nd and Lowell Pedestrian Mall to be assessed against the real properties,
3 exclusive of improvements thereon, benefited are hereby approved.

4 **Section 3.** The annual costs of the continuing care, operation, repair, maintenance and
5 replacement of the 32nd and Lowell Pedestrian Mall in the amount of \$79,200.00 are hereby
6 assessed against the real properties, exclusive of improvements thereon, within said local
7 maintenance district as follows:

8 NOTE: Where a series of lots is followed by “inclusive”, the amount appearing after the series shall
9 be the total for all lots in the series. Where a series of lots is not followed by “inclusive”, the amount
10 appearing after such series shall be the assessment for each lot in the series.

11
12 **SECOND FILING OF A PORTION OF HIGHLAND PARK**
13 **BLOCK 57**

14 Lots

| | |
|---------------------|-------------|
| 15 23-24, inclusive | \$2,145.48 |
| 16 25-39, inclusive | \$14,156.39 |
| 17 40-48, inclusive | \$7,293.34 |

18
19 **KOUNTZE HEIGHTS**
20 **BLOCK 1**

21 Lots

| | |
|--|------------|
| 22 23-24 and the west 1/2 of Lot 22, inclusive | \$2,703.47 |
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23
24 **BLOCK 2**

25 Lots

| | |
|--|------------|
| 26 1 & east 18.75' of Lot 2, inclusive | \$1,892.80 |
| 27 3 and the east ½ Lot 4 & west 6.25' of Lot 2, inclusive, and, | |
| 28 5 and the west ½ of Lot 4, inclusive, and, | |
| 29 6 | |
| 30 MAW CONDOS Schedule No. 0229304064064 | \$2,422.87 |
| 31 MAW CONDOS Schedule No. 0229304065065 | \$173.49 |
| 32 MAW CONDOS Schedule No. 0229304066066 | \$119.47 |
| 33 MAW CONDOS Schedule No. 0229304067067 | \$134.58 |
| 34 MAW CONDOS Schedule No. 0229304068068 | \$193.63 |
| 35 MAW CONDOS Schedule No. 0229304069069 | \$164.79 |
| 36 MAW CONDOS Schedule No. 0229304070070 | \$148.31 |
| 37 MAW CONDOS Schedule No. 0229304071071 | \$173.49 |
| 38 MAW CONDOS Schedule No. 0229304072072 | \$258.17 |
| 39 MAW CONDOS Schedule No. 0229304073073 | \$298.45 |
| 40 MAW CONDOS Schedule No. 0229304074074 | \$193.63 |
| 41 MAW CONDOS Schedule No. 0229304075075 | \$164.79 |
| 42 MAW CONDOS Schedule No. 0229304076076 | \$148.31 |
| 43 7 | \$1,081.66 |
| 44 8-10, inclusive | \$3,244.54 |
| 45 11 | \$1,081.66 |
| 46 12 | \$1,081.66 |

| | | |
|---|--|------------|
| 1 | 13 and the east 5' of Lot 14, inclusive | \$1,297.72 |
| 2 | West 20' of Lot 14 and the east 10' of Lot 15, inclusive | \$1,297.72 |
| 3 | West 15' of Lot 15 and the east 15' of Lot 16, inclusive | \$1,297.72 |
| 4 | West 10' of Lot 16 and the east 20' of Lot 17, inclusive | \$1,297.72 |
| 5 | 18 and the west 5' of Lot 17, inclusive | \$1,297.72 |
| 6 | 19 | \$1,081.66 |
| 7 | 20 | \$1,081.66 |
| 8 | 21-24, inclusive | \$4,325.74 |

9
10 **PACKARDS HILL SUBDIVISION**

11 **BLOCK 1**

| | | |
|----|------------------------------------|-------------|
| 12 | Lots | |
| 13 | 1-4, inclusive | \$4,291.87 |
| 14 | 5-10 (Adjusted), inclusive | \$10,728.76 |
| 15 | West 100' of Lots 47-50, inclusive | \$3,433.14 |
| 16 | East 25' of Lots 47-50, inclusive | \$858.28 |

17
18 **WOLFF PLACE**

19 **BLOCK 5**

| | | |
|----|---|------------|
| 20 | Lots | |
| 21 | East 31'9" of the west 63'6" of Lots 1-4, inclusive | \$1,089.90 |
| 22 | East 31'9" of the west 95'3" of Lots 1-4, inclusive | \$1,089.90 |
| 23 | East 31'10" of Lots 1-4, inclusive | \$1,092.65 |
| 24 | W. 31'9" of Lots 1-4, inclusive | \$1,090.36 |
| 25 | 46-48, inclusive | \$3,272.46 |

26
27 **Section 4.** The assessments made pursuant hereto shall be a lien in the several amounts
28 assessed against each lot or tract of land set forth in Section 3 herein, and such lien shall have the
29 priority of the lien for local public improvement districts.

30 **Section 5.** Without demand, said assessments as set forth in Section 3 herein, shall be due
31 and payable on the first day of January of the year next following the year in which this assessing
32 ordinance became effective, and said assessments shall become delinquent if not paid by the last
33 day of February of the year next following the year in which this assessing ordinance became
34 effective. A failure to pay said assessments as hereinabove set forth shall become a lien on the
35 property subject to the assessment, and such lien may be sold by the City as provided by the Charter
36 and ordinances of the City and County of Denver.

37 **Section 6.** Any unspent revenue and revenue generated through investment shall be
38 retained and credited to the 32nd and Lowell Pedestrian Mall Local Maintenance District for future
39 long term or program maintenance of the District.

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41 **[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**
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1 COMMITTEE APPROVAL DATE: November 14, 2023 by Consent
2 MAYOR-COUNCIL DATE: November 21, 2023 by Consent
3 PASSED BY THE COUNCIL: _____
4 _____ - PRESIDENT
5 APPROVED: _____ - MAYOR _____
6 ATTEST: _____ - CLERK AND RECORDER,
7 EX-OFFICIO CLERK OF THE
8 CITY AND COUNTY OF DENVER
9 NOTICE PUBLISHED IN THE DAILY JOURNAL: _____ ; _____
10 PREPARED BY: Bradley T. Neiman, Assistant City Attorney DATE: November 22, 2023
11 Pursuant to section 13-9, D.R.M.C., this proposed ordinance has been reviewed by the office of the
12 City Attorney. We find no irregularity as to form and have no legal objection to the proposed
13 ordinance. The proposed ordinance is not submitted to the City Council for approval pursuant to
14 § 3.2.6 of the Charter.
15
16 Kerry Tipper, Denver City Attorney
17
18 BY: _____, Assistant City Attorney DATE: _____