

**CITY OF CENTRAL,  
COLORADO**

**ORDINANCE NO. 12-02**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
CENTRAL, COLORADO REPEALING ARTICLE VI OF CHAPTER 6 OF  
THE CENTRAL CITY MUNICIPAL CODE AND ENACTING A NEW  
ARTICLE IX OF CHAPTER 6 CONCERNING LICENSING AND  
REGULATION OF PAWNBROKERS, AND PROVIDING A PENALTY  
FOR VIOLATION THEREOF**

**WHEREAS**, the City of Central (the “City” or “Central”) is a home-rule municipal corporation created and organized pursuant to Article XX of the Colorado Constitution and the Charter of the City of Central; and

**WHEREAS**, by virtue of Article XX of the Colorado Constitution, and as further authorized by state law, including, but not limited to, Sections 31-15-401 and 31-23-301 of the Colorado Revised Statutes, the City has broad authority to exercise its police powers to promote and protect the health, safety, and welfare of the community and its inhabitants; and

**WHEREAS**, the City is authorized pursuant to Section 31-15-501(c) of the Colorado Revised Statutes to license and regulate any lawful occupation or business; and

**WHEREAS**, the City is authorized pursuant to Section 12-56-102 of the Colorado Revised Statutes to license pawnbrokers, require that pawnbrokers be bonded and insured, and to enact regulations governing pawnbrokers; and

**WHEREAS**, the City has adopted regulations governing pawn brokers as codified in Article VI of Chapter 6 of the Municipal Code; and

**WHEREAS**, the City desires to repeal and reenact pawn broker licensing requirements and associated regulations to impose greater reporting requirements and oversight of such businesses; and

**WHEREAS**, planning, land use, and business regulation are well established as purely matters of local concern; and

**WHEREAS**, pursuant to Article XX of the Colorado Constitution, the City of Central’s Home Rule powers and Sections 31-23-301, *et seq.* of the Colorado Revised Statutes, the City has authority over zoning and land use matters within the City; and

**WHEREAS**, the City Council recognizes that certain land uses may detrimentally impact the public health, safety, and welfare unless such uses are appropriately and reasonably regulated to ensure that impacts are eliminated, reduced, or mitigated; and

**WHEREAS**, the City Council further finds that pawnbrokering of automobiles, motorcycles and other motor vehicles where such vehicles are stored onsite would negatively impact the downtown historic character of the City and is detrimental to the public health, safety and welfare of the community; and

**WHEREAS**, the City Council finds that this Ordinance imposes regulations of a general nature applicable to and potentially affecting all properties within the City that are, or may be, developed for pawn shops; and

**WHEREAS**, pawnbrokering conducted via the Internet has unique methods for processing and documenting transactions and does not involve personal interaction or delivery of items being pledged.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO:**

**Section 1. Repeal of Article VI of Chapter 6 of the Municipal Code.** Article VI of Chapter 6 of the Municipal Code is hereby repealed in its entirety and reserved for future use. A new Article IX of Chapter 6 is hereby adopted to read in full as follows:

***Pawnbroker Licensing Code***

**Sec. 6-400. Title and scope.**

(a) This Article shall be known and cited as the *City Pawnbroker Licensing Code* and shall apply to any business operating as a Pawnbroker as defined herein.

(b) The City Manager may promulgate additional administrative procedures, rules, and regulations to further effectuate the terms of this Article.

**Sec. 6-401. Definitions.**

As used in this Article, unless otherwise noted:

*Applicant* means any natural person who is the sole proprietor, any partnership, limited liability company, corporation, or any other business entity that has submitted an application for a license pursuant to this Article.

*City* means the City of Central, Colorado.

*City Manager* means the City Manager or the City Manager's designee.

*Contract for Purchase* means a contract entered into between a Pawnbroker and a Pledgor pursuant to which the Pawnbroker advances money to the Pledgor on the delivery of Tangible Personal Property by the Pledgor on the condition that the Pledgor, for a Fixed Price

and within a Fixed Time period, to be no less than thirty (30) days, has the option to cancel said contract.

*Fixed Price* means the amount agreed upon to cancel a Contract for Purchase during the option period which amount shall not exceed one-fifth (1/5) of the original purchase price for each month, plus the original purchase price.

*Fixed Time* means that period of time, to be no less than thirty (30) days, as set forth in a Contract for Purchase, for an option to cancel said contract.

*Internet Pawnbroker* means a business operation that

(a) engages in Pawnbrokering, which business is principally conducted over the Internet or by such other electronic communication;

(b) has no retail business location or other form of storefront location within the City from which the business conducts either any retail transaction with any Person or any Pawnbrokering transaction that is not conducted over the Internet or by such other electronic communication; and

(c) either

(1) maintains within the City, directly or indirectly or by a subsidiary, an office, building, structure, distributing house, warehouse, or other place of business;

(2) maintains within the City an office for employees, agents or commissioned sales persons to solicit or conduct business; or

(3) owns, leases, rents, or otherwise exercises control over real or personal property within the City.

*Law enforcement agency* means the Central City Police Department or any other agency designated to provide law enforcement services by and on behalf of the City.

*Licensee* means any natural Person who is the sole proprietor, any partnership, limited liability company, corporation, or other business entity that is licensed to conduct Pawnbrokering in compliance with this Article or any employee, agent, or any other Person acting on the Licensee's behalf.

*Manager* means any natural person on the Licensee's premises who manages, directs, supervises, oversees, and administers the transactions and acts of servants of the establishment issued a City license or permit, including but not limited to the officers of the Applicant or Licensee.

*Pawn Ticket* means either:

(a) for all Retail Pawnbrokers, one of a series of numbered records of a Licensee's contracts for purchase torn from a bound book containing stubs that are correspondingly serially numbered containing information specified in Section 6-432 of this Article and given to a Pledgor upon entering a Contract for Purchase with the Pawnbroker; or

(b) for Internet Pawnbrokers, a serially numbered electronic record of the Licensee's contracts for purchase containing information specified in Section 6-432 of this Article, a copy of which shall be given to a Pledgor upon entering a Contract for Purchase with the Pawnbroker.

*Pawnbroker* means any Person, partnership, limited liability company, corporation, or any other firm or company regularly engaged in the business of making Contracts for Purchase or Purchase Transactions in the course of the Pawnbroker's business. *Pawnbroker* shall include, without limitation, all owners, Managers, and supervisors of a Pawnbrokering business required to be licensed by the City whose regular duties include making Contracts for Purchase, Purchase Transactions, or executing any documents required to be prepared pursuant to this Article. *Pawnbroker* does not include secondhand dealers as defined in and regulated by Sections 18-13-114 through 18-13-118 of the Colorado Revised Statutes.

*Pawnbrokering* means the business of Pawnbroker as defined in this Section, including Internet Pawnbrokering.

*Peace Officer* means any sheriff, undersheriff, or deputy sheriff (other than one appointed with authority only to receive and serve summons and civil process), police officer, state patrol officer, or investigator for a district attorney or the Colorado Attorney General who is employed by the State of Colorado, or a city, county, town, or judicial district within this State.

*Person* means any natural person or non-natural entity, including but not limited to a corporation, partnership, unincorporated association, or joint venture.

*Pledge or Pledged Property* means any Tangible Personal Property deposited with a Licensee pursuant to a Contract for Purchase in the course of its business as defined in this Article.

*Pledgor* means the Person who delivers a Pledge into the possession of a Pawnbroker.

*Purchase transaction* means the purchase by a Pawnbroker in the course of its business of Tangible Personal Property for resale, other than newly manufactured Tangible Personal Property that has not previously been sold at retail, when such purchase does not constitute a Contract for Purchase.

*Retail Pawnbroker* means all Pawnbrokers except Internet Pawnbrokers.

*Tangible personal property* means all personal property other than automobiles, motor vehicles, and boats choses in action, securities, or printed evidences of indebtedness, which property is deposited with or actually delivered into the possession of a Pawnbroker in the course of its business in connection with a Contract for Purchase or Purchase Transaction. For purposes

of this Article, Tangible Personal Property does not include automobiles, motorcycles, boats and other motor vehicles.

**Sec. 6-402. Signatures.**

(a) Unless otherwise prohibited in this Article, all signatures required by this Article may be an electronic signature as defined by Sections 24-71-101(a) and 24-71.3-102(8) of the Colorado Revised Statutes.

(b) Signatures that are not notarized shall be presumed to be invalid unless they are presented in conjunction with the legibly printed first, middle, and last name of the individual representing the signature as their own.

**Sec. 6-403. Authorized methods of notification, transmittal, and delivery.**

Unless this Article prohibits or provides for a specific method of notification or delivery, all deliveries, written notices, notifications, and communications required by this Article may be given by hand delivery, registered or certified mail, facsimile, by a delivery service that guarantees overnight delivery to a party at the address provided by the other party or as changed upon written notice to the other party, or by electronic mail or other electronic messaging system as authorized under the Uniform Electronic Transactions Act as adopted by the State of Colorado in Sections 24-71.3-101 through 24-71.3-121 of the Colorado Revised Statutes.

**Sec. 6-404. Pawnbroker license required.**

(a) It shall be unlawful for any Person to engage in the business of Pawnbrokering in the City without first having obtained a Pawnbroker's license in accordance with this Article in addition to all other licenses required by the City. Such licenses shall be kept current at all times, and failure to maintain a current license shall constitute a violation of this Article.

(b) It shall be unlawful for any Person to engage in the business of Pawnbrokering except as provided in and authorized by this Article.

**Sec. 6-405. Zoning conformation and geographical limitations.**

(a) A Licensee shall conduct Pawnbrokering from only one (1) business location, which shall be the location listed on the Licensee's license. This provision shall not prohibit a Licensee from using warehouses or other storage locations away from the licensed place of business, but such other location shall be used only if the Licensee first submits written notice to the City Manager of such off-site locations. Such off-site locations shall be open to any Peace Officer, including those officers of the Law Enforcement Agency, for inspection as provided in Section 6-439 of this Article.

(b) All Licensees under this Article must conform to all applicable zoning, sign and subdivision regulations of the Municipal Code generally found in Chapters 14, 16, and 17.

- (c) It shall be unlawful to engage in Pawnbrokering as a home occupation.

**Sec. 6-406. Duty and authority of City Clerk.**

The City Clerk shall be responsible for receiving all applications for and issuing all licenses pursuant to this Article, conducting or directing investigations of the character, responsibility, and fitness of Applicants and Managers, assisting all Applicants and Licensees in the licensing process, and maintaining adequate records of all licenses and applications therefor.

**Sec. 6-407. Application for license.**

(a) All Applicants for a Pawnbroker's license shall file an application for such license with the City Clerk on forms to be promulgated and provided by the Clerk. Such forms shall require information sufficient to establish conformance with this Article and the laws and regulations of the City and, at a minimum, shall require the following:

(1) The names of each individual Applicant, partner of a partnership, manager of a limited liability company, officers and directors of the Applicant, and holders of twenty percent (20%) or more of the corporate stock of the corporate Applicant, holders of twenty percent (20%) or more interest in a limited liability company or any other Person with a financial interest of twenty percent (20%) or more in the Applicant; and

(2) The names of all Managers of the Applicant; and

(3) Proof of the name and date of birth of all natural persons named in the application, such as a birth certificate, alien registration card, or other reasonable identification card; and

(4) A photograph and a complete set of fingerprints of the individual Applicant, partner of a partnership, manager of a limited liability company, officers, and Managers of the Applicant; and

(5) A written certificate or other form of confirmation prepared by the City of Central Community Development Department that the Pawnbrokering business is a permitted use for the proposed location; and

(6) Written proof of the Applicant's right to possession of the premises proposed for the Applicant; and

(7) A Financial Questionnaire, Consent to Release Financial Information, and a current personal financial statement or a balance sheet and income account statement for the preceding twelve (12) month period prior to the date of the application for each individual Applicant, partner of a partnership, manager of a limited liability company, officer, and Manager of the Applicant.

(8) For any corporate owner and/or operator of the Applicant, evidence that the corporation(s) is/are in good standing under the statutes of the State of Colorado, or in the case of a foreign corporation, evidence that it is currently authorized to do business in the State of Colorado; and

(9) Any other information that is requested on the application forms.

(b) Applicants shall only submit applications to the City Clerk by hand delivery, mail, or by a delivery service. The City Clerk shall not accept applications submitted by facsimile, electronic mail, any other electronic messaging system, or any other means not specifically permitted by this Section.

**Sec. 6-408. Application and investigation fees.**

Every Applicant shall pay an application fee at the time of filing an application, as set forth by Resolution of City Council. In addition, the Applicant shall pay in full all other fees, including but not limited to fees imposed by the State of Colorado for processing of information, fingerprints, photographs, and background investigations.

**Sec. 6-409. Bond required.**

(a) Every Applicant for a Pawnbroker's license shall furnish with its application an initial bond with a responsible surety, to be approved by the City Manager, in the amount of Ten Thousand (\$10,000) Dollars, for the benefit of the people of the City, conditioned upon the safekeeping or return of all Tangible Personal Property held by the Pawnbroker, as required by law and ordinance, and the due observance of the provisions of this Article. No license shall be issued or renewed absent such approved bond.

(b) Notwithstanding subsection (a) of this Section, the City Council may, by amendment of this Section, increase or decrease the amount of the bond required for any Applicant or Licensee. Any such change shall be effective on January 1 of the year following that year in which such change was enacted.

(c) Termination or cancellation of an approved bond shall be grounds for summary suspension of the license and for subsequent revocation if a new bond is not furnished within thirty (30) days after demand by the City Manager.

**Sec. 6-410. Completed application.**

An application shall not be deemed complete and shall not be processed until all information required by the application is completed in full, submitted to the City Clerk with all required signatures in original, handwritten form, and all information and fees required pursuant to this Article are submitted. All signatures required in the application must be notarized in order to meet the requirements of this Section. Incomplete applications may be returned to the Applicant for completion or correction without any further action. The City shall not be responsible for the

failure of a license to be issued or renewed prior to an expiration date because of a late, incomplete or defective application.

**Sec. 6-411. Investigation of certain Applicants required.**

Upon receipt of a properly completed application, together with all information required in connection therewith, fingerprints and photographs, and the payment of all application and license fees, the City Clerk shall conduct an investigation of the background, character, and financial responsibility of each individual Applicant, partner of a partnership, manager of a limited liability company, officer, and Manager of the Applicant. Each Applicant shall pay a nonrefundable investigation fee at the time the application is filed in the amount then charged by the Colorado Department of Public Safety for each Person who will be investigated. The City Clerk shall provide the City Manager with a recommendation with respect to the granting or denial of the license, and reasons therefor.

**Sec. 6-412. City Manager's approval required.**

The City Manager shall have final authority to approve or deny any application or application for renewal, and to review any determination of the City Clerk made with respect thereto. The City Manager retains the discretion to issue the license or reject the application upon the basis of the criteria set forth herein, the recommendations and findings of the City Clerk, and a determination of whether the Applicant has made a sufficient showing of good moral character, financial responsibility, experience and general fitness to command the confidence of the public and to warrant the belief that the business will be operated lawfully, honestly, and efficiently.

**Sec. 6-413. Annual license fee.**

All Applicants for a Pawnbroker license shall pay the City Clerk the annual license fee for such license at the time an initial application for a license is filed or at the time a renewal application is filed. Annual license fees shall be set forth by Resolution of the City Council.

**Sec. 6-414. Denial; Suspension; Revocation.**

(a) *Denial.* The City Manager may administratively deny the application of any Applicant without a hearing if it is shown that the Applicant is not financially responsible, not in good standing or not authorized to do business in Colorado, or not of good moral character as to reasonably assure that the operations of the Applicant will be conducted lawfully and in a manner that will not be detrimental to the public interest. Any appeal of such an administrative denial may be available in accordance with Colorado law.

(b) *Suspension or Revocation.* The City Manager may suspend any license issued under this Article if, after notice to the Licensee and a hearing, the City Manager determines that the Licensee is not financially responsible, not in good standing or not authorized to do business in Colorado, is not of good moral character as to reasonably assure that the operations of the Licensee will be conducted lawfully and in a manner that will not be detrimental to the public interest, or has violated any provision of this Article. The City Manager shall notify Licensees in

writing of the time and place fixed for a suspension or revocation hearing at least ten (10) days prior to the date on which such a hearing is scheduled. Any appeal of a suspension or revocation of a license issued under this Article shall be reviewed in accordance with Rule 106 of the Colorado Rules of Civil Procedure. The City Manager shall also retain the discretion to declare the Licensee ineligible for relicensing for the purpose of Pawnbrokering within the City limits at any future time.

(c) *Good moral character.* In determining the good moral character of any Applicant or Licensee, the City Manager may consider whether such Person or entity has been adjudged in any civil or criminal proceeding to have indulged in business or trade practices prohibited by law, or convicted of or entered a plea of *nolo contendere* for any felony or any other offense involving moral turpitude and pertinent circumstances connected therewith.

(d) *Financially responsible.* As used in this Article, "*financially responsible*" means having sufficient income and assets to defray expenses and provide for liabilities of the business as they become due.

(e) Notwithstanding the provisions of this subsection, a Pawnbroker may apply for relicensing and present evidence of rehabilitation at an administrative hearing before the City Manager. The City Manager may grant a Pawnbroker a new license provided that the City Manager finds adequate evidence of rehabilitation was presented to reasonably assure the City Manager that the Pawnbroker will conduct its operations lawfully and in a manner that will not be detrimental to the public interest.

(f) Any Applicant or Licensee wishing to appeal any ruling or decision pertaining to licenses issued under this Article that is not quasi-judicial shall appeal to the City Manager. All such appeals shall be in writing and shall be received by the City within fourteen (14) days of the decision or ruling that is the subject of the appeal. The City Manager shall notify the Pawnbroker in writing of the time and place fixed for such hearing.

(g) The City Manager shall render all decisions under this subsection in writing, and shall provide a copy of the decision to the Pawnbroker within twenty (20) days after such hearing. All such decisions shall be final.

#### **Sec. 6-415. Expiration and annual renewal.**

Each license issued pursuant to this Article shall be valid for a period of one (1) year from the date of issuance, and an application for renewal shall be filed not less than thirty (30) days prior to the expiration of the period for which the license is issued. The City Manager may approve a late application for renewal if good cause is shown for the late filing. Each renewal application shall include copies of the Licensee's balance sheets and income statements for the preceding twelve (12) month period. When an application for renewal is received in proper form by the City Clerk, the City Clerk shall conduct an investigation and submit to the City Manager a recommendation with respect to the approval or denial of the renewal application unless the City Clerk deems an investigation unnecessary and elects to recommend approval without such investigation.

**Sec. 6-416. License display required.**

Once the City has issued a license pursuant to this Article, it shall be unlawful for the Licensee to fail to display such license within the licensed premises in a location that is prominent and readily viewable by the public.

**Sec. 6-417. Transferability; Change of ownership; Change of corporate structure.**

(a) Licenses issued under this Article shall not be sold or transferred except in accordance with this Section.

(b) Any Licensee may transfer a license, provided that the transfer would not effectuate a change in fifty percent (50%) or more of the Licensee's owners or fifty percent (50%) or more of the Licensee's business interests within any one (1) year.

(c) Any change in the Licensee or transfer of the license shall result in termination of the license unless the Licensee files a written notice of such change with the City Clerk and pays a nonrefundable fee as set forth by Resolution of City Council within thirty (30) days of any such change. Any such change shall be reported on forms promulgated and provided by the City Clerk and shall require the names of all new partners of a partnership, manager of a limited liability company, officers, directors, or holders of twenty percent (20%) or more of the corporate or holders of twenty percent (20%) or more interest in a limited liability company stock who were not previously holders of such amount of stock, or any Person with a financial interest of twenty percent (20%) or more in the Licensee, all of whom shall be required to furnish, together with such notice, all of the information required from such Persons in connection with an original application, and each Person shall be investigated by the City Clerk as provided in Section 6-411. Grounds for denial of any such transfer of corporate or limited liability ownership, change of corporate or limited liability company structure, partnership, and termination of the license thereon, shall be the same as for denial of the license under Section 6-414.

**Sec. 6-418. Manager; Change of Manager.**

(a) A Licensee shall employ a Manager to operate the Pawnbrokering business, provided, however, that the Licensee retains complete control of all aspects of the business, including, but not limited to, maintaining the Licensee's right to possession of the premises, responsibility for all debts, and bearing all risk of loss or opportunity for profit from the business.

(b) In the event a Licensee changes a Manager of a Pawnbrokering establishment, the Licensee shall immediately report such change and register the new Manager on forms promulgated and provided by the City Clerk within thirty (30) days of the Manager's employment with the Licensee. The new Manager shall submit a photograph and a complete set of fingerprints and shall be investigated by the City Clerk as provided in Section 6-411. The Licensee shall pay a nonrefundable investigation fee in the amount then charged by the Colorado Department of Public Safety, as well as a Manager registration fee, in an amount set forth by Resolution of City Council. Failure of a Licensee to report such a change or failure of the

Manager to meet the standards and qualifications as required in Section 6-412 shall be grounds for termination of the license.

**Sec. 6-419. Permitted hours of operation for Retail Pawnbrokers.**

Retail Pawnbroker Licensees may be open for business and operate an establishment wherein the business of Pawnbrokering is carried on a maximum of twenty-four (24) hours per day.

**Sec. 6-420. Relocation of business.**

(a) No license shall be valid for any location other than the location for which it is issued, except as hereinafter provided.

(b) A Licensee may relocate its place of business under the same license in accordance with the following procedure:

(1) A Licensee wishing to relocate its place of business within the City shall give written notice thereof to the City Clerk no less than thirty (30) days prior to the date of relocation.

(2) The City Clerk shall enter an order permitting the relocation and amend the license accordingly upon a finding that the Licensee has the right to possession of the proposed location, the location is reasonably accessible to the Licensee's existing Pledgors, and is zoned for pawnbrokering. Absent such findings, the City Clerk shall issue a written order denying the Licensee permission to relocate. The City Clerk shall provide a copy of such order to the Licensee along with written notice of the reason for the denial.

(3) If the City Clerk denies a Licensee permission to relocate its business, the Licensee may file a written request for review thereof with the City Clerk within ten (10) days following the date upon which the notice of denial was provided. The City Manager shall then review and either affirm or reverse the denial.

(4) If the City Clerk approves the relocation, the Licensee shall provide written notice of such relocation to each Pledgor with whom the Licensee has an existing Contract for Purchase. Such notices shall be transmitted at least fifteen (15) days prior to the date of relocation. The Licensee shall file an affidavit of such mailing with the City Clerk together with a sample copy of the notice of relocation. The Licensee shall retain in its records any undelivered notice returned to it; provided, however, that the Licensee shall retain any returned notice sent by mail in its unopened envelope.

**Sec. 6-421. Property held; Time limit; Sale of unredeemed articles.**

(a) A Licensee shall hold Tangible Personal Property that it has purchased through a Purchase Transaction for thirty (30) days following the date of purchase, during which time such property shall be held separate and apart from any other Tangible Personal Property, shall be

held in compliance with Section 6-425 of this Article, and shall not be changed in form or altered in any way.

(b) The Licensee shall hold all Tangible Personal Property pledged on a Contract for Purchase in its possession during the term of the Contract for Purchase, plus a period of ten (10) days following the maturity date of the Contract for Purchase, during which time such goods shall be held separate and apart from any other Tangible Personal Property, shall be held in compliance with Section 6-425 of this Article, and shall not be changed in form or altered in any way.

(c) If the Pledgor fails or neglects to cancel the Contract for Purchase by repayment of the balance of the principal and payment of all accrued interest charges, the Licensee shall provide written notice to the Pledgor after the maturity date of the Contract for Purchase to the address designated in the Licensee's register as required by Section 6-431(a). The notice shall give the number of the Pawn Ticket and a description of the property pledged. The notice shall also notify the Pledgor that the Contract for Purchase must be canceled within ten (10) days from the date of the notice, specify the date upon which such cancellation must be made, and shall state that upon the Pledgor's failure to cancel the Contract for Purchase by such date, the Pledged Property shall be deemed forfeited to the Licensee and the right of the Pledgor to cancel the Contract for Purchase shall be terminated. Such notice shall be in the form substantially as follows:

Central City, Colorado, \_\_\_\_\_, 20\_\_.

To: (Name) \_\_\_\_\_

(Street address) \_\_\_\_\_

(City, State, Zip Code) \_\_\_\_\_

You are hereby notified to cancel the Contract for Purchase on or before ten (10) days from the above date, to wit: (Date), or the Pledged Property will be forfeited to the Pawnbroker under the Contract for Purchase and your rights to the Pledged Property will thereafter be terminated. Your Pawn Ticket is No.\_\_\_\_\_, the property pledged by you as security is described as follows:

(General description of property) \_\_\_\_\_

(Licensee) \_\_\_\_\_

(Licensee's address) \_\_\_\_\_

(d) If the notice required by subsection (c) of this Section is returned to the Licensee, the Licensee shall retain the original notice returned to it; provided, however, that the Licensee shall retain any returned notice sent by mail in its unopened envelope. Notwithstanding the notice, if the Pledgor fails to cancel the Contract for Purchase within the ten (10) day period

designated in the notice, the Pledgor shall forfeit all right, title and interest in and to the Pledged Property to the Licensee, the Pledgor's debt to the Licensee shall be satisfied, and the Licensee shall acquire title to the property subject to the provisions of Section 6-424 of this Article.

**Sec. 6-422. Unlawful transactions.**

(a) It is unlawful for any Retail Pawnbroker Licensee to make a Contract for Purchase, acquire a Pawn Ticket by transfer, or make a Purchase Transaction with the following:

- (1) Any Person under the influence of alcohol, or any controlled substance;
- (2) Any Person known by such Licensee to have been convicted of a felony, without first notifying the Law Enforcement Agency;
- (3) Any Person appearing to the Licensee to be in an abnormal mental state;
- (4) Any Person whose actions would give the Licensee probable cause to believe that the Tangible Personal Property that is the subject of a Contract for Purchase or Purchase Transaction with that Person was obtained illegally.

(b) It is unlawful for any Licensee to make a Contract for Purchase, acquire a Pawn Ticket by transfer, or make a Purchase Transaction with any Person under eighteen (18) years of age or with any Person in possession of Tangible Personal Property that is the subject of a Contract for Purchase or Purchase Transaction with an identification number thereon which is obscured. For the purposes of this Section, "*identification number*" means a serial or motor number placed by the manufacturer or owner upon an article as a permanent individual identifying mark and "*obscured*" means destroyed, removed, altered, concealed, or defaced so as to render illegible by ordinary means of inspection.

(c) With respect to a Contract for Purchase, no Licensee may permit any Pledgor to become obligated on the same day in any way under more than one Contract for Purchase agreement with the Licensee that would result in the Licensee obtaining a greater amount of money than would be permitted if the Licensee and Pledgor had entered into only one Contract for Purchase covering the same Tangible Personal Property.

(d) No Licensee shall violate the terms of any Contract for Purchase.

**Sec. 6-423. Unlawful to pawn certain items.**

It is unlawful for any Licensee to accept in pledge, buy, sell, or display in its place of business any switchblade knife, any knife whose blade is detachable from its handle, any knife whose blade opens by any mechanical means, any gravity knife, any throwing star, any brass or metallic knuckles or other items commonly used for and designed for the purpose of beating or striking others, any nunchaku, blackjack, or billy club, property with missing or altered serial numbers on items that are likely to or commonly known to have serial numbers, or any other property that is illegal to possess.

**Sec. 6-424. Accepting lost or stolen articles.**

A Licensee that accepts in pledge any Tangible Personal Property pursuant to a Contract for Purchase from a Person who is not the owner thereof does not obtain title to the property, either by reason of a Pledgor's failure to cancel the Contract for Purchase or by the Pledgor's transference of the Pawn Ticket to the Licensee. Ignorance of the fact that the Pledged Property was lost or stolen shall not be construed to affect the question of title; and if the Licensee shall sell such property to a third Person, the Licensee shall remain liable to the original owner in any appropriate legal action. The lawful owner may, upon proving ownership of the lost or stolen property, claim the same from the Licensee or recover the same by means of any appropriate legal action.

**Sec. 6-425. Safekeeping; Insurance.**

All Licensees shall provide a safe place for the keeping of Pledged Property it has received, and shall maintain sufficient insurance on the Pledged Property held for the benefit of the Pledgor to pay fifty percent (50%) of the real value thereof in case of fire, theft, or other casualty loss. The City Manager shall not approve an application for a license under this Article unless and until the Applicant has provided such insurance policies to the City Manager. Neither the Licensee nor surety shall be relieved from their responsibility by reason of such fire, theft, or other casualty loss, nor from any other cause unless they have rendered full performance in accordance with the Contract for Purchase.

**Sec. 6-426. Liability for Pledged Property.**

A Licensee shall be liable for the loss of Pledged Property or part thereof, or for injury thereto, whether caused by fire, theft, burglary, or otherwise, as a result of its failure to exercise reasonable care in regard to such property. A Licensee shall not be liable, in the absence of an express agreement to the contrary, for the loss of or injury to Pledged Property that could not have been avoided by the exercise of due care. Nothing herein shall affect the right of the Pledgor to insurance proceeds on such property.

**Sec. 6-427. Intermediate payments; Receipts.**

The Licensee shall accept intermediate payments, without penalty, upon contracts for purchase that have not yet matured when presented with the Pawn Ticket, and shall treat the amount tendered as a payment upon the existing Contract for Purchase. The Licensee shall give a receipt for all moneys received on account of or in payment of the Contract for Purchase, and such receipt shall show the date and the amount of the payment received. Retail Pawnbroker Licensees shall enter the date and amount of each such payment upon the appropriate serially numbered stub in the bound book required to be kept by Section 6-431 at the time of each such payment. Internet Pawnbroker Licensees shall keep a record of the date and amount of each such payment in the register required to be kept by Section 6-431 at the time of each such payment. The total amount of money presented shall be applied against the amount of the Pledgor's

indebtedness. In no event shall any late charges, collection fees, or other such service charges be deducted from the amount of the payment tendered to the Licensee.

**Sec. 6-428. Interest rate; Commission.**

No Licensee shall ask, demand, or receive any greater rate of interest, commission, and compensation than the total rate of one-fifth (1/5) of the original purchase price for each month, plus the original purchase price. The Licensee shall not assess any other charges against the Pledgor upon renewal of any contracts for purchase or at any other time. If a Licensee assesses any such charges, the Pledgor's contract with the Licensee shall be void. Any contract that requires a Pledgor to pay the Licensee a commission for making a Contract for Purchase on Tangible Personal Property shall be null and void.

**Sec. 6-429. No deficiency or offsets permitted.**

(a) Licensees shall rely solely on the property pledged for payment of the Contract for Purchase, and Licensees are prohibited from seeking such payment from the following sources:

- (1) The personal credit of the Pledgor; or
- (2) The surplus or deficit arising out of another Contract for Purchase between the parties.

(b) Licensees shall not collect any deficiency balances, and any attempt to do so by a Licensee shall void the contract.

**Sec. 6-430. Videotape and photograph requirements.**

Retail Pawnbroker Licensees shall video record all transactions, including those that do not result in a Contract for Purchase or Purchase Transaction, and shall digitally photograph the face of each Pledgor who enters into a Purchase Transaction or Contract for Purchase with the Retail Pawnbroker Licensee. The video recording and photograph shall be in a format approved by the Law Enforcement Agency and shall be of such quality that it clearly displays an identifiable frontal image of the Pledgor. The Retail Pawnbroker Licensee shall keep all such video recordings for a minimum of ninety (90) days from the date upon which it was created and shall be subject to review by Peace Officers or the Law Enforcement Agency. The Retail Pawnbroker Licensee shall keep the digital photograph of all Pledgors for one hundred and eighty (180) days from the date upon which it was created, regardless of whether that photograph was captured by still camera or video recording.

**Sec. 6-431. Books and records.**

(a) All Licensees shall keep an alphabetical index of the names of Pledgors and a numerical register or automated format approved by the Law Enforcement Agency in which the Licensee shall legibly record the following information in the English language, in ink or in such

a manner as to comply with the Uniform Electronic Transactions Act, Sections 24-71.3-101 through 24-72.3-121 of the Colorado Revised Statutes, and contemporaneously with each Contract for Purchase or Purchase Transaction:

- (1) The name of the Pledgor;
  - (2) The address and phone number of the Pledgor;
  - (3) The date of birth of the Pledgor;
  - (4) A photocopy or scanned copy of either the Pledgor's valid Colorado driver's license, or of one of the following alternative forms of identification:
    - a. Valid Colorado identification card;
    - b. A valid driver's license with photograph, issued by another state;
    - c. Military identification card;
    - d. Valid passport;
    - e. Alien registration card;
    - f. An identification document with no photograph, issued by the state or federal government;
  - (5) The date, time, and place of the Contract for Purchase or Purchase Transaction;
  - (6) An accurate, detailed, and legible account and description of each item of Tangible Personal Property, including but not limited to any trademark, identification number, serial number, model number, brand name, or identifying marks on such property.
  - (7) The signature of the Pledgor; and
  - (8) A clear and identifiable imprint of the Pledgor's right index finger or, if such an imprint cannot be obtained, a clear and identifiable imprint of the Pledgor's left index finger or other fingerprint sufficient to identify the Pledgor.
- (b) Internet Pawnbroker Licensees may alternatively obtain and verify the information required in subsection (a) of this Section at the time of inquiry and at the time of funding of the transaction. Such verification may include, but shall not be limited to, the validity of a driver's license or other form of identification, telephone numbers, mailing and electronic addresses, bank account information, and any other such information as may be obtained via electronic identification check. If the Internet Pawnbroker Licensee obtains such verification, it shall be legibly recorded in the Licensee's numerical register or automated format approved by the Law Enforcement Agency.
- (c) All Licensees shall obtain a signed written declaration of the Pledgor's ownership which shall state that the Pledgor owns each item of Tangible Personal Property in its entirety, how long the Pledgor has owned the property, whether the Pledgor or someone else has found the property, and if the property was found, the details of the finding. The Pledgor shall sign his or her name on the register or other tangible or electronic record and on the individual

declaration of ownership for each item of Tangible Personal Property pledged and shall receive a copy of the Contract for Purchase or a receipt of the Purchase Transaction.

(d) All Licensees shall keep the register or other tangible or electronic record for at least three (3) years after the date of the last transaction entered in the register, and shall keep all registers in a place that is reasonably safe from destruction or theft.

(e) Such registers and other books and records of the Licensee, including all electronic records or databases, shall be open to inspection in accordance with Section 6-439. Upon demand by any authorized agent, the Licensee shall produce and show any Tangible Personal Property given to the Licensee in connection with any Contract for Purchase or Purchase Transaction. The Licensee's records shall note the date on which each Contract for Purchase was canceled, redeemed, or forfeited and sold.

(f) All Licensees shall provide the Law Enforcement Agency on a weekly basis with two records, in a format acceptable to the Law Enforcement Agency, of all Tangible Personal Property that the Licensee accepted pursuant to a Contract for Purchase or a Purchase Transaction during the preceding week, and one copy of each Pledgor's declaration of ownership. The records shall contain the same information required to be recorded in the Licensee's register or other tangible or electronic record pursuant to this Article. The Law Enforcement Agency shall designate the day of the week on which the records and declarations shall be submitted.

**Sec. 6-432. Pawn Tickets.**

(a) At the time of making a Contract for Purchase or upon the subsequent renewal of any Contract for Purchase, a Licensee shall deliver to the Pledgor a Pawn Ticket that shall contain the following information:

- (1) The name and address of the Licensee;
- (2) A description of the Pledge sufficient to adequately identify the Pledge;
- (3) The date of the transaction; and
- (4) The amount, duration, and terms of the Contract for Purchase.

(b) Language that represents suitably Sections 6-432 through and including 6-433 of this Article shall appear on the Pawn Ticket.

(c) The Licensee may insert on the Pawn Ticket any other terms, conditions, and information not inconsistent with the provisions of this Article.

**Sec. 6-433. Cancellation of Contract for Purchase; Transfer of Pawn Ticket generally; Transfer to Pawnbroker.**

(a) The holder of the Pawn Ticket shall be presumed to be the Person entitled to cancel the Contract for Purchase.

(b) Except as otherwise provided in this Article, the Licensee shall deliver the Pledge to the Person presenting the Pawn Ticket upon receipt of payment of principal and charges and upon surrender of the Pawn Ticket.

(c) The holder of any Pawn Ticket may transfer such ticket to the issuing Licensee by writing upon the ticket "Transferred to (name of Licensee)" and signing his or her name under such writing. The effect of transferring a Pawn Ticket to the issuing Licensee shall be to vest in the Licensee such ownership and title to the Pawn Ticket and the Pledged Property represented thereby as the holder had. The Licensee may thereafter sell the Pledged Property in accordance with the provisions of Section 6-438.

**Sec. 6-434. Loss of Pawn Ticket.**

If a Pawn Ticket is lost, destroyed, or stolen, the Pledgor shall so notify the issuing Licensee in writing. Before permitting the cancellation of the Contract for Purchase or issuing a duplicate Pawn Ticket, the Licensee may, in addition to satisfying itself of the validity of the claim, require the Pledgor to make an affidavit of the alleged loss, destruction, or theft of the ticket, the form of affidavit shall be available through the City Clerk. Upon receipt of such affidavit or statement in writing as the case may be, the Licensee shall permit the Pledgor to cancel the Contract for Purchase or the Licensee shall deliver to the Pledgor a duplicate ticket and the Licensee shall incur no liability for doing so unless it had previously received written notice of an adverse claim to the Pledge.

**Sec. 6-435. Adverse claims.**

If more than one Person claims the right to cancel a Contract for Purchase, a Licensee shall incur no liability for refusing to deliver the Pledge until the respective rights of the claimants are adjudicated. If no party brings an action against the Licensee prior to the expiration of the period for which the Licensee is required to hold the Pledge under Section 6-421 of this Article, the Licensee may sell the Pledge in accordance with this Article.

**Sec. 6-436. Altered Pawn Ticket.**

The alteration of a Pawn Ticket shall not excuse the Licensee that issued it from liability to deliver the Pledge according to the terms of the ticket as originally issued, but shall relieve such Licensee from any other liability to the Pledgor of the ticket.

**Sec. 6-437. Seizure of counterfeit or reportedly lost Pawn Ticket; Seizure of counterfeit or fraudulent identification.**

(a) A Licensee may, without any liability whatsoever to the holder thereof, seize and retain any Pawn Ticket presented that purports to be a Pawn Ticket issued by that Licensee but that is found to be counterfeit or that has been reported to it as lost, stolen or destroyed. All Licensees shall immediately notify the Law Enforcement Agency upon such seizure.

(b) Upon notice of a seizure of a Pawn Ticket pursuant to this subsection, the Law Enforcement Agency shall place a hold order on the Pawn Ticket so seized, as required by Section 6-440. The Licensee shall hold all Pledged Property that is identified in the seized Pawn Ticket until such time as the lawful disposition of the Pledged Property is either agreed upon, determined by a court action, directed by ordinance or statute, or the hold order is either ordered released by the Law Enforcement Agency or has expired.

(c) If a Licensee has reason to believe a Pledgor is exhibiting counterfeit or fraudulent identification, the Licensee may seize such identification without incurring civil or criminal liability if such seizure is made in good faith and upon probable cause based upon reasonable grounds therefor, provided that the Licensee immediately delivers such identification to the Law Enforcement Agency.

**Sec. 6-438. Sale of articles represented by Pawn Tickets transferred to Licensee.**

A Licensee may sell any Tangible Personal Property deposited with it pursuant to a Contract for Purchase if the Pawn Ticket representing such property has been transferred to the Licensee in accordance with Section 6-433 thirty (30) days after such transference.

**Sec. 6-439. Investigation; Right of entry.**

(a) For the purpose of investigating violations of this Article, any authorized agent of the Law Enforcement Agency, any Person, agency, or entity authorized to enforce municipal law, or any Peace Officer may at any reasonable time investigate the business, its inventory, and examine the books, accounts, papers, and records of any Licensee or any Person, partnership, limited liability corporation, or corporation that engages in the business of Pawnbrokering within the City.

(b) Application for or acceptance of a license by a Pawnbroker under the terms and provisions of this Article shall constitute a continuing consent to entry by any authorized agent of the Law Enforcement Agency, any Person, agency, or entity authorized to enforce municipal law, or any Peace Officer upon the Licensee's premises for the purpose of investigating the business, its inventory, and examining the books, accounts, papers, and records used therein, at any time during the term of the license, during regular business hours or whenever the Licensee, its employee, or agent is upon the premises. Willful failure or refusal by a Licensee, its agent, or employee to permit entry upon the premises by any authorized individual as provided herein, after presentation of credentials and demand for entry, is a violation of this Article and shall be grounds for revocation of the Licensee's license.

**Sec. 6-440. Hold order.**

(a) Any authorized agent of the Law Enforcement Agency may verbally order a Licensee to hold any Tangible Personal Property deposited with or in the custody of such Licensee for purposes of further investigation by the Law Enforcement Agency. A hold order shall be effective upon verbal notification to the Licensee by an authorized agent of the Law Enforcement Agency and shall be for a period of ninety (90) days. The Law Enforcement Agency may extend the hold order for an additional period of ninety (90) days for good cause.

(b) The Law Enforcement Agency shall provide the Licensee with written notice of the hold order within seventy-two (72) hours of the verbal notification, unless the end of the seventy-two (72) hour period falls on a Saturday, Sunday or holiday, in which event the written notification of the hold order shall be provided to the Licensee on the following Monday or the next business day following a holiday. A hold order shall supersede the provisions of Sections 6-421 and 6-438, and no Licensee may sell or dispose of any Tangible Personal Property deposited with it or in its custody while the hold order remains in effect. Any sale or other disposition of the property after the Pawnbroker has been notified by the Law Enforcement Agency of a hold order shall be unlawful and a violation of this Article.

**Sec. 6-441. Seized property held by Law Enforcement Agency; Administrative hearing to determine possession.**

(a) When the Law Enforcement Agency no longer requires stolen property that was seized from a Licensee without its written consent to serve as evidence and there is no court order that concerns the disposition of the stolen property, the Law Enforcement Agency shall deliver the stolen property to the City. In conjunction with and simultaneous to delivering the stolen property to the City, the Law Enforcement Agency shall provide written notice to the City of the following information:

- (1) A thorough and accurate description of the stolen property in question, including serial numbers, if any;
- (2) The date upon which the Law Enforcement Agency seized the stolen property;
- (3) The reason the property was seized and the reason that the Law Enforcement Agency no longer requires the property;
- (4) The name and last known mailing address of the following Persons:
  - a. the Licensee from whom the stolen property was seized;
  - b. any Person claiming to be the lawful owner of the property;
  - c. any Person who has notified the Law Enforcement Agency in writing of his or her claim of an interest in the property; and

d. any other Person who the law enforcement reasonably knows may have an interest in the stolen property.

(b) The City Manager shall send to all Persons identified in the written notice specified in subsection (a) of this Section written notice of the right to an administrative hearing to determine who is entitled to possession of the stolen property. Such notice shall be sent to such Persons by certified mail, return receipt requested at their last mailing address known to and provided by the Law Enforcement Agency.

(c) Any Person seeking an administrative hearing to determine the lawful owner of stolen property shall file a written request for such hearing with the City Manager within fourteen (14) days after the date on which the City Manager mailed the notice of the right to an administrative hearing. The written request must include the current address and a daytime telephone number of the Person seeking the hearing, or in the case of a Licensee, its business address and telephone number.

(d) If the City Manager does not receive any request for a hearing regarding possession of the property in question within the time set forth in this Section, the City Manager shall return the property to the Person claiming to be the lawful owner of such property, not to the Licensee.

**Sec. 6-442. Conduct of hearing regarding right to possession of seized property.**

(a) If the City Manager receives a timely request for a hearing regarding possession of the property in question, the City Manager shall provide written notice of the time and place fixed for such a hearing to all parties identified in the written notice specified in Section 6-441(a) of this Article.

(b) A hearing to determine the right to possession shall be conducted before a hearing officer designated by the City Manager within seventy-two (72) hours of the City Manager's receipt of a written request for a hearing, unless the Person requesting the hearing waives the right to a speedy hearing. Weekends and holidays are excluded from the calculation of the seventy-two (72) hour period.

(c) The hearing officer shall conduct the hearing in an informal manner and shall not be bound by formal rules of evidence. The hearing officer may receive all or any part of the evidence in written form. The Person demanding the hearing shall carry the burden of establishing by a preponderance of the evidence that such Person has the right to possession of the property.

(d) At the conclusion of the hearing, the hearing officer shall prepare a written decision stating who is entitled to possession of the property. The hearing officer's decision does not constitute a warranty of title to the property in dispute. The hearing officer shall provide a copy of the written decision to all parties identified in the written notice specified in Section 6-441(a) of this Article. The decision of the hearing officer shall be final. The City Manager shall return the property to the Person determined to have the right to possession within thirty (30)

days after the date of the hearing officer's decision or, in the event that any party files an appeal of the hearing officer's decision, such property shall be returned at such time as any appeals have been exhausted.

(e) Any Person who is aggrieved at the final decision of the hearing officer may seek review of such decision by the Gilpin County District Court in accordance with Rule 106 of the Colorado Rules of Civil Procedure.

**Sec. 6-443. Enforcement and fines.**

(a) A Licensee's noncompliance with any provision of this Article shall be cause for revocation of the Licensee's Pawnbrokering license, or shall be cause for suspension or other enforcement provisions as otherwise apply to the Licensee's license.

(b) This Article may be enforced in the Municipal Court or any court of competent jurisdiction. Any Person who violates the requirements of this Article may be punished in accordance with the general penalty provisions set forth in Section 1-72 of this Code.

**Sec. 6-444. Exemptions from certain provisions of this Article.**

Internet Pawnbrokers shall be exempt from Section 6-431(a)(8) of this Article.

**Sec. 6-445. Additional provisions applicable to Internet Pawnbrokers only.**

It shall be unlawful for any Internet Pawnbroker Licensee, its employee, agent, or any other Person acting on its behalf to make a Contract for Purchase or make a Purchase Transaction with any Person whose actions or documentation would give the Licensee probable cause to believe that the Person with whom the Licensee is entering such transaction lacks legal capacity for such transaction.

**Section 2. Safety Clause.** The City Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the City of Central, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

**Section 3. Severability.** If any provision of this Ordinance, or the application of such provision to any person or circumstance, is for any reason held to be invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable. The City Council hereby declares that it would have passed this Ordinance and each provision thereof, even though any one of the provisions might be declared unconstitutional or invalid. As used in this Section, the term "*provision*" means and includes any part, division, subdivision, section, subsection, sentence, clause or phrase; the term "*application*" means and includes an application of an ordinance or any part thereof, whether considered or construed alone or together with another ordinance or ordinances, or part thereof, of the City.

**Section 4. Repeal.** Any and all ordinances or codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such ordinance or code or part thereof shall not revive any other section or part of any ordinance or code heretofore repealed or superseded and this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or

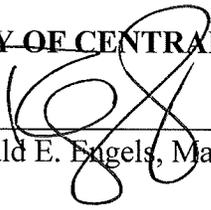
committed in violation of any ordinance hereby repealed prior to the effective date of this Ordinance.

**Section 5. Codification Amendments.** The codifier of the City's Municipal Code, Colorado Code Publishing, is hereby authorized to make such numerical and formatting changes as may be necessary to incorporate the provisions of this Ordinance within the City of Central Municipal Code.

**Section 6. Effective Date.** This Ordinance shall become effective immediately following publication, public hearing and the approval of City Council following second reading in accordance with Sections 5.9 and 5.10 of the City Charter.

**INTRODUCED AND READ** by title only on first reading at the regular meeting of the City Council of the City of Central on the 20<sup>th</sup> day of March, 2012, at Central City, Colorado.

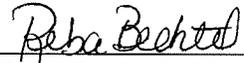
**CITY OF CENTRAL, COLORADO**

  
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Ronald E. Engels, Mayor

Approved as to form:

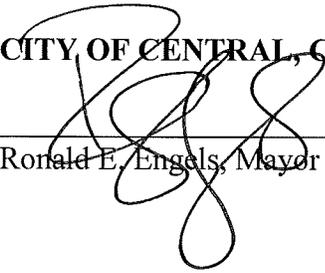
  
\_\_\_\_\_  
Linda C. Michow, City Attorney

ATTEST:

  
\_\_\_\_\_  
Reba Bechtel, City Clerk

**PASSED AND ADOPTED** on second reading, at the regular meeting of the City Council of the City of Central on the 17<sup>th</sup> day of April, 2012.

**CITY OF CENTRAL, COLORADO**

  
\_\_\_\_\_  
Ronald E. Engels, Mayor

**ATTEST:**

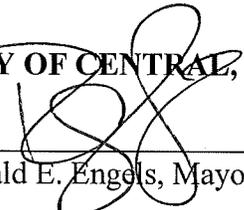


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Reba Bechtel, City Clerk

**POSTED IN FULL AND PUBLISHED BY TITLE AND SUMMARY in the Weekly Register Call newspaper on 3/22, 2012.**

**POSTED AND PUBLISHED BY TITLE [AND SUMMARY IF AMENDED ON SECOND READING] in the Weekly Register Call newspaper on 4/19, 2012.**

**CITY OF CENTRAL, COLORADO**

  
\_\_\_\_\_  
Ronald E. Engels, Mayor

**ATTEST:**



\_\_\_\_\_  
Reba Bechtel, City Clerk