

CITY OF CENTRAL, COLORADO
NOTICE OF A REGULAR MEETING of the CITY COUNCIL to be held on
Tuesday, July 17, 2012 @ 7:00 p.m.
141 Nevada Street, Central City, Colorado
AGENDA

The City Council meeting packets are prepared several days prior to the meetings and available for public inspection at City Hall during normal business hours the Monday prior to the meeting. This information is reviewed and studied by the City Council members, eliminating lengthy discussions to gain basic understanding. Timely action and short discussion on agenda items does not reflect lack of thought or analysis. Agendas are posted on the City's access channel, on the City Hall bulletin board, at the Post Office and at Washington Hall the Friday prior to the Council meeting.

7:00pm Council Meeting

1. Call to Order.
2. Roll Call.

Mayor	Ron Engels
Mayor Pro-Tem	Bob Spain
Council members	Bob Giancola
	Shirley Voorhies
	Rita Lee
3. Pledge of Allegiance
4. Additions and/or Amendments to the Agenda.
5. Conflict of Interest.
6. Consent Agenda: The Consent Agenda contains items that can be decided without discussion. Any Council member may request removal of any item they do not want to consider without discussion or wish to vote no on, without jeopardizing the approval of other items on the consent agenda. Items removed will be placed under Action items in the order they appear on the agenda (this should be done prior to the motion to approve the consent agenda).

Regular Bill lists of June 28, July 5 & 12;
June Monthly Report; and
City Council minutes: June 27, 2012.

PUBLIC FORUM/AUDIENCE PARTICIPATION – *(public comment on items on the agenda not including Public Hearing items):* the City Council welcomes you here and thanks you for your time and concerns. If you wish to address the City Council, this is the time set on the agenda for you to do so. When you are recognized, please step to the podium, state your name and address then address the City Council. Your comments should be limited to **three (3) minutes per speaker**. The City Council may not respond to your comments this evening; rather they may take your comments and suggestions under advisement and your questions may be directed to the City Manager for follow-up. Thank you.

ACTION ITEMS: NEW BUSINESS –

7. Ordinance No.12-08: An ordinance of the City Council of the City of Central, Colorado amending certain provisions of Chapter 13 of the Municipal Code concerning Municipal Utilities; specifically regulations pertaining to the City Water System. (Flowers)
8. Agreement Concerning Use of Wannamaker Augmentation Station (Lanning)
9. Resolution No. 12-11: A resolution of the City Council of the City of Central, Colorado approving an Intergovernmental Agreement between Gilpin County, by and through the Gilpin County Clerk and Recorder, and the City of Central regarding the conduct of a coordinated election. (Bechtel)

REPORTS –

10. Staff updates –

COUNCIL COMMENTS - limited to 5 minutes each member.

PUBLIC FORUM/AUDIENCE PARTICIPATION – for non-action items not Action or Public Hearing items on this agenda (same rules apply as outlined in the earlier Public Forum section).

EXECUTIVE SESSION – Pursuant to C.R.S. Section 24-6-405(4)(b) for purposes of receiving legal advice concerning the Ballowe litigation.

11. Authorizing the City Manager to Execute the Nathan Bremer Dumm & Myers Engagement Letter (Michow)

ADJOURN. Next Council meeting August 7, 2012.

Posted 7/13/12

Please call Reba Bechtel, City Clerk at 303-582-5251 at least 48 hours prior to the Council meeting if you believe you will need special assistance or any reasonable accommodation in order to be in attendance at or participate in any such meeting.

**CITY OF CENTRAL
CASH ON HAND
7/12/2012**

Total Beginning ENB Cash on Hand 6/21/2012	323,572.76
Deposits to ENB	207,781.61
Wires Out ENB	(76,300.41)
Cleared Checks	(368,832.98)
<hr/>	
7/12/2012	86,220.98
<less previously approved & outstanding>	(49,276.81)
Total ENB Cash on Hand 7/12/2012	36,944.17

Total Beginning CO Biz Cash on Hand 6/22/2012	297,905.09
Deposits to COB	85,002.91
Wires Out COB	(215,696.20)
Cleared Checks	(50.00)
<hr/>	
7/12/2012	167,211.80
<less previously approved & outstanding>	-
Total COB Cash on Hand 7/12/12	167,211.80

Total Beginning Colotrust Cash on Hand 6/21/12	841,299.67
Wires into Account	86,280.50
Wires out of Account-Into Everngreen National	
Total Colotrust Cash on Hand 7/12/2012	927,580.17

***The City is currently in the process of switching the operating account from Evergreen National Bank to Colorado Business Bank. As such, you will see less and less activity out of Evergreen National and on the next cash flow report both of the operating accounts will be reflected. Once all transactions have cleared Evergreen National Bank, it will be removed from this sheet.

TOTAL CASH ON HAND 6/21/12	1,131,736.14
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**CITY OF CENTRAL
DEBIT CARD PURCHASES
6/22 through 7/12**

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
6/25/2012	Doubletree Hilton	CML	165.03
6/25/2012	Costco	Opera Picnic Supplies	56.11
6/25/2012	Sams Club	Opera Picnic Supplies	1,280.30
6/25/2012	Pex Supply	Water Plant Supplies	232.95
6/26/2012	GFOA	Finance Clerk Training	685.00
6/27/2012	Williamson Dickie	PW Supplies	84.36
6/27/2012	Big 5 Sports	Tents for Opera Picnic	194.57
6/28/2012	Idaho Springs Lumber	PW Supplies	29.92
6/28/2012	Walmart	PW Supplies	41.76
7/2/2012	Sportsmans Warehouse	Ammunition-PD	258.00
7/2/2012	Downtown Colorado	Dues	185.00
7/3/2012	Northern Tool	PW Supplies	278.70
7/5/2012	Secretary of State	Radio License Registration	10.00
7/5/2012	Walmart	PW Supplies	5.79
7/9/2012	Earthlink.com	Internet	21.95
7/9/2012	Walmart	PW Supplies	62.72
7/9/2012	Best Western	Fire Chief Lodging-Training	161.98
7/9/2012	International Association	Dues	575.00
7/10/2012	Smart Phone Experts	Case for PD Chief's Phone	50.90
7/12/2012	Autogroup Silverthorn	FD Truck Parts	1,109.79
7/12/2012	Annie Oakleys	Liquore for Opera Picnic	381.52
7/12/2012	Clubhouse Inn	Fire Chief Lodging-Training	422.40
TOTAL			6,293.75

CASH FLOW
CHECK LISTING

7/12/2012

Inv Date	Inv #	Ck. Date	CK#	Vendor	Description	Amount	Mail Date
		6/28/12	125039	Central City Opera	120 Eureka HP Grant	14,696.00	clrd
		6/28/12	125040	St. Paul's Episcopal Church	226 E. 1st High	10,858.00	Sent
		6/28/12	125041	Alan Lanning	July Mileage and June Reimbursement	372.01	clrd
7/2/12	070212	7/2/12	125042	Employee	Employee Loan	5,000.00	clrd
		7/6/12	125043	CO Dept of Revenue	Employee Garnishment	299.25	clrd
		7/6/12	125044	ICMA-401	Retirement Contributions	2,481.00	clrd
		7/6/12	125045	ICMA-457	Retirement Contributions	1,124.22	clrd
		7/6/12	125046	ICMA-IRA	Retirement Contributions	331.00	clrd
6/15/12	44671	7/5/12	125047	Cascade Fire Equipment	FD Kevlar Pants	611.45	
7/1/12	3rdQtr12	7/5/12	125048	BH/JCC Sanitation District	Sanitation for 3rd Qtr	592.00	
6/19/12	061912	7/5/12	125049	CIRSA	Workers Comp/Prop Casualty 3rd Qtr	25,770.25	
7/5/12	July2012	7/5/12	125050	Gilpin Ambulance Authority	Ambuland for July	12,750.00	
7/5/12	012469	7/5/12	125051	Gilpin County Treasurer	Property Taxes on Town Home-Will be reimb.	179.20	
6/18/12	7803629	7/5/12	125052	Hach Company	Water Plant Supplies	2,827.00	
6/13/12	061312	7/5/12	125053	Lew Cady	Historic Preservation Commission	50.00	
6/27/12	2216312	7/5/12	125054	Idaho Springs Lumber	PW Supplies	47.81	
5/30/12	251514	7/5/12	125055	The Lighthouse	Fire Dept Light	68.72	
6/12/12	251588	7/5/12	125056	Mountain States Employers	3rd Qtr Dues	591.38	
5/17/12	96620082	7/5/12	125057	Nalco Chemical	Water Plant Chemicals	1,761.30	
6/20/12	LN263033	7/5/12	125058	Neve's Uniforms	Uniforms for PD	205.85	
6/14/12	891981	7/5/12	125059	Office Stuff	Toner, Notebooks	342.01	
6/22/12	062212	7/5/12	125060	Xcel Energy	Electricity	123.07	
6/21/12	062112	7/5/12	125061	Purchase Power	Postage Machine Lease	493.03	
6/21/12	4976008	7/5/12	125062	HD Supply Waterworks	Water Plant Supplies	2,363.76	
6/11/12	061112	7/5/12	125063	Century Link	Telephone and Fax Lines	799.64	
6/20/12	July2012	7/5/12	125064	Vision Service Plan	Vision Insurance Premiums	332.05	
7/3/12	830303	7/5/12	125065	Pitney Bowes	Postage Scale Lease	32.25	
6/13/12	061312	7/5/12	125066	Gilpin County Historical Society	Historic Preservation & Wash Hall Employee	2,289.12	
6/11/12	464208	7/5/12	125067	Kustom Signals Inc.	Prloaser Sign	3,768.00	
6/22/12	7247	7/5/12	125068	Deere & Ault	General Water Consulting/Engineering	10,415.15	
6/22/12	96906	7/5/12	125069	DEWCO Pump and Equipment	Pump for Water Plant	884.33	
3/19/12	7545	7/5/12	125070	Allen Technology	IT Maintenance, PD Chief Computer	1,531.00	
6/1/12	8248	7/5/12	125071	One Way Inc.	Residential Trash Pick Up	4,157.85	
6/25/12	062512	7/5/12	125072	Skybeam	Internet for Water Plant	75.34	
6/13/12	061312	7/5/12	125073	Gloria Gaines	Historic Preservation Commission	50.00	
7/4/12	114395	7/5/12	125074	Air-O-Pure	Restroom Sanitation at PW Shops	95.00	
6/16/12	1093531568	7/5/12	125075	Verizon Wireless	Internet for Water General	80.07	
6/22/12	062212	7/5/12	125076	USA Communications	Internet for PW, Town Home, FD	202.68	
6/20/12	D626933	7/5/12	125077	Accutest Mountain States	Water Testing	375.00	
7/1/12	2012635	7/5/12	125078	Omni-Pro Cleaning	Monthly City Hall Cleaning	300.00	
6/21/12	062112	7/5/12	125079	Integra Telecom	Telephone Service	701.78	
6/13/12	061312	7/5/12	125080	Deborah Wray	Historic Preservation Commission	50.00	

CASH FLOW
CHECK LISTING

6/27/12	062712	7/5/12	125081	John Cutler & Associates	Final Billing for 2011 Audit	6,500.00
6/26/12	105	7/5/12	125082	Embroidery & Sewing by Karen	Water Plant Uniforms	48.00
6/27/12	CC111412	7/5/12	125083	Robison Design	Calendar Event Cards	560.00
4/30/12	2583	7/5/12	125084	Encon Colorado	Meter Pits	1,140.00
6/30/12	007	7/5/12	125085	Ennovate Corporation	Energy Contract	8,868.23
6/14/12	043681	7/5/12	125086	Auqua Sierra Inc.	Minnows for Chase Gulch	1,725.00
6/19/12	061912	7/5/12	125087	Colorado Business Bank	Ennovate Loan Payment	14,425.54
6/28/12	00488	7/5/12	125088	Custom Cage Inc.	Equipment for PD Vehicles	1,380.00
6/18/12	July2012	7/5/12	125089	Assurant Employee Benefits	Dental Insurance Premiums	1,368.92
3/31/12	CBC1210	7/10/12	125090	Coors Brewing Company	High Line Augmentation-Ditch Fees	11,326.00
7/10/12	071012	7/10/12	125091	Petty Cash	Water Lien, PW Training, PD Interviews	84.36
7/10/12	071012	7/10/12	125092	Richard Wilson	Bond Return	375.00
6/28/12	062812	7/10/12	125093	Alert Security	PW Shop Security Camera Installs	1,895.00
6/8/12	163396	7/12/12	125094	Albert Frei and Sons	Road Base	270.70
6/28/12	11414	7/12/12	125095	Blackwell Oil	Fuel	3,626.36
6/19/12	13060951	7/12/12	125096	Bobcat of the Rockies	PW Equipment Parts	675.86
5/1/12	5751119240	7/12/12	125097	Clear Creek Supply	PW Supplies	440.35
7/10/12	071012	7/12/12	125098	Donna Fontaine	HP Grant 424 E. 5th High	8,000.00
7/5/12	07-12	7/12/12	125099	Giipin County	Victim Services	500.00
6/25/12	2216220	7/12/12	125100	Idaho Springs Lumber	PW Supplies	114.08
4/10/12	233537	7/12/12	125101	The Lighthouse	FD Truck Lights	290.04
7/12/12	071212	7/12/12	125102	Medved	PD Car Repair-Insurance Reimbursed	3,661.36
7/9/12	895071	7/12/12	125103	Office Stuff	Calculator, Filters	114.36
6/13/12	148987	7/12/12	125104	Peerless Tyre	Tires	574.50
7/2/12	070312	7/12/12	125105	Xcel Energy	Electricity	10,455.92
7/3/12	5043853	7/12/12	125106	HD Supply Waterworks	Clamp for Water Plant	168.00
6/30/12	2106194	7/12/12	125107	Utility Notification Center	Line Locates	45.08
7/8/12	CCHPC0621	7/12/12	125108	Weekly Register Call	Publications	730.00
6/29/12	5289201	7/12/12	125109	Gallis Inc.	Flare Kit	706.46
7/1/12	2012060420	7/12/12	125110	Anthem BCBS	Health Insurance Premiums	26,004.71
7/8/12	070812	7/12/12	125111	Rita Lee	Reimbursement for CML	473.14
6/30/12	21305	7/12/12	125112	Widner Michow	Legal Counsel and Litigation	7,176.57
7/5/12	242110	7/12/12	125113	Aflac	Supplemental Insurance Premiums	529.58
7/17/04	9733	7/12/12	125114	One Way Inc.	Residential Trash Pick Up	4,157.85
6/12/12	070312	7/12/12	125115	Sprint	Long Distance Fax Line	8.60
7/1/12	781181	7/12/12	125116	Raquel Ferszt	Translator for Court	121.00
7/2/12	9367443	7/12/12	125117	Stanley Convergent Security	Alarm Monitoring	438.18
6/28/12	4125	7/12/12	125118	Ausum Law Firm	Municipal Court Prosecutor	600.00
6/1/12	1097265268	7/12/12	125119	Verizon Wireless	Cell Phone Service	780.70
7/1/12	1327267in	7/12/12	125120	Pollardwater.com	Water Plant Supplies	158.96
7/5/12	070112	7/12/12	125121	T&D Car Wash	PD Car Washes	143.18
7/5/12	341	7/12/12	125122	Mountain Lock and Key	Keys for Water General and Op Dir.	265.30
6/14/12	106210708	7/12/12	125123	Modular Space Corp.	PW Office Lease	136.60

CASH FLOW
CHECK LISTING

7/10/12	192	7/12/12	125124	Mountain Gateway Center	Heavy Duty Grease-PW	31.74
6/25/12	071012	7/12/12	125125	Sysco Denver	Refund of Sales Tax	2,580.25
6/25/12	53430	7/12/12	125126	Trench Shoring	Trench Plat	75.00
7/6/12	10546663	7/12/12	125127	Martin Marietta Materials	Asphalt	2,592.12
7/10/12	070612	7/12/12	125128	Mill Creek Design	Tree Planting	3,600.00
7/10/12	071012	7/12/12	125129	Lisa Artz	HP Grant 103 Hooper	2,645.00
7/10/12	1661	7/12/12	125130	Karen Casler	Shuttle Bus Wrapping	7,660.00
Total Issued:						288,743.98
Approved & Sent Checks:						63,972.81
Clrd & Pending Approval						24,303.48
Voided Checks						-
Total Pending Approval 7/17						224,771.17

Outstanding through ENB

Outstanding through COB

49,276.81

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YTD REVENUE EXPENDITURE FUND SUMMARY
AS OF June 30, 2012

<u>Fund</u>	<u>Revenues YTD</u>	<u>Expenditures YTD</u>	<u>Excess/(Deficiency)</u>
General	1,995,521	2,302,062	(306,541)
Historic Preservation	3,636	989,720	(986,084)
Debt	390,995	128,702	262,293
Water	208,230	323,881	(115,651)
Totals	2,598,382	3,744,365	(1,145,983)

Notes to the Revenue & Expense Report

1. 01-413-4303 Building Maintenance-includes HOA's for townhome in amount of \$1,980
2. 01-413-5200 Liability Insurance-Boiler and Machinery premium included in the amount of \$1,205
3. 01-419-3401 Planning & Engineering-Parking Garage study funded by casinos
4. 01-431-4332 Equipment & Tools-Additional funding for these expenses will come from the revenues received for recycling and auction of PW items (YTD \$43,966)
5. 01-450-5416 Business Events/Marketing-Since the City is collecting the additional marketing device fee, the BID is submitting its invoices for marketing/events for the City to pay. The revenues received will off-set the expenditures but this will require a supplemental budget appropriation.
6. 02-456-4304 City Property Rehabilitation-These expenditures are for the Ennovate project. It was initially thought that the lender would be paying Ennovate and the City would only be making the annual lease payment this year. Instead, the lender gave the lease proceeds to the City and we are paying Ennovate directly. This is off-set by the revenue received but will require a supplemental budget appropriation.
7. 02-456-7203 Main St. Streetscape-These expenditures have been accrued into 2011 and will be reversed out of 2012 at the end of the year. They should not be considered for budgetary purposes in 2012.

CITY OF CENTRAL
GENERAL FUND
REVENUES EXPENDITURE REPORT
AS of June 30, 2012

REVENUES					Excess/ (Deficiency)
<u>Account</u>	<u>Description</u>	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	
01-311-0000	Specific Ownership Tax	456	1,500	30%	(1,044)
01-311-0001	Delinquent Tax & Interest	116	100	116%	16
01-311-0002	Miscellaneous Prop Taxes	-	2,700	0%	(2,700)
01-311-1000	General Property Tax Revenue	12,910	21,645	60%	(8,735)
01-313-0000	Sales Tax Revenue	372,219	600,000	62%	(227,781)
01-313-0001	Delinquent Sales Tax Charges	-	-		-
01-313-1000	Use Tax	6,296	20,000	31%	(13,704)
01-313-3000	Lodging Tax	24,337	36,000	68%	(11,663)
01-318-2000	Franchise Tax	32,694	69,000	47%	(36,306)
01-318-3000	Device Fees Machine Tax	980,612	1,829,991	54%	(849,379)
01-318-3001	Device Fee-2nd Add'l	98,017	182,916	54%	(84,899)
01-318-3002	Device Fees-Tollgate	244,792	568,674	43%	(323,882)
01-320-1000	Sales Tax License	2,365	2,000	118%	365
01-320-1001	Business Licenses	650	2,800	23%	(2,150)
01-320-1002	Dispensary License	1,200	2,400	50%	(1,200)
01-321-1000	Liquor License	1,223	4,000	31%	(2,777)
01-321-6000	Contractors License	2,075	2,700	77%	(625)
01-322-1000	Building Permits	4,886	15,000	33%	(10,114)
01-322-7000	Sign License	225	600	38%	(375)
01-335-4000	Highway User Tax Fund	23,772	45,000	53%	(21,228)
01-335-4002	State Mineral Lease Distr.	-	250	0%	(250)
01-335-4003	State Severance Tax Distr.	-	1,500	0%	(1,500)
01-335-5000	Road & Bridges	7,933	17,000	47%	(9,067)
01-335-6000	Cigarette Tax	897	1,300	69%	(403)
01-335-9000	State Gaming Tax	-	800,000	0%	(800,000)
01-341-1000	Court Costs	810	1,200	68%	(390)
01-341-2000	Other(Pub, Cop, B/D Cert)	302	250	121%	52
01-341-3000	Design Review Fees	3,412	5,000	68%	(1,588)
01-341-5000	Other Licenses, Fees & Permits	1,583	4,000	40%	(2,417)
01-341-6000	Elevator Inspection Fee	180	6,000	3%	(5,820)
01-342-0000	Snow Removal/Equipment Rental	-	500	0%	(500)
01-342-1000	Fingerprinting	1,220	2,600	47%	(1,380)
01-342-5000	Impound Fees	-	-		-
01-347-8000	Marketing Revenues-Events	-	-		-
01-351-1000	Fines	21,028	45,000	47%	(23,972)
01-352-1000	Bond Forfeiture	-	-		-
01-361-0000	Interest Income	22	200	11%	(178)
01-362-2000	Surplus Sale Revenue	46,466	5,000	929%	41,466
01-363-1000	Lease Revenue	42,000	43,500	97%	(1,500)
01-390-0000	Other Misc Revenue	19,724	5,000	394%	14,724
01-390-0422	Fire Dept Revenues	561	3,000	19%	(2,439)
01-390-2001	CCP Maintenance-BID	20,000	20,000		-
01-390-2003	Deferred Rev. Recognition	-	5,000	0%	(5,000)
01-391-0001	Sale of Property/Transfers In	-	-		-
01-396-0000	Lawsuit/Insurance Settlements	20,538	-		20,538
TOTAL REVENUES		1,995,521	4,373,326	46%	(2,377,805)

**CITY OF CENTRAL
GENERAL FUND
REVENUES EXPENDITURE REPORT
AS of June 30, 2012**

JUDICIAL DEPARTMENT

<u>Account</u>	<u>Description</u>	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	<u>Excess/ (Deficiency)</u>
01-412-1100	Salaries & Wages	13,799	26,700	52%	12,901
01-412-2100	Insurance Benefits	792	2,025	39%	1,233
01-412-2200	Payroll Taxes	1,005	2,050	49%	1,045
01-412-2210	State Unemployment Tax	34	80	43%	46
01-412-2300	401K	338	675	50%	337
01-412-2310	457	-	-		-
01-412-2400	Training/Seminars	20	100	20%	80
01-412-2600	Workers Comp Insurance	432	915	47%	483
01-412-3001	Attorney/Legal	4,800	7,200	67%	2,400
01-412-3301	IT Maintenance	3,391	6,750	50%	3,359
01-412-3330	Municipal Court Expense	304	-		(304)
01-412-4100	Electricity	-	500	0%	500
01-412-4110	Sewer	-	175	0%	175
01-412-5100	Postage	-	550	0%	550
01-412-5200	Liability Insurance	53	105	50%	52
01-412-5300	Telephone	301	2,840	11%	2,539
01-412-5611	Credit Card Processing Fees	225	500	45%	275
01-412-6110	Office Supplies	188	685	27%	497
01-412-6111	Stationary/Forms	80	350	23%	270
01-412-6112	Photocopier Charges	-	850	0%	850
TOTAL JUDICIAL		25,762	53,050	49%	27,288

ADMINISTRATION DEPARTMENT

01-413-1100	Salaries & Wages	56,100	112,200	50%	56,100
01-413-1101	Mayor & Council Salaries	15,420	30,900	50%	15,480
01-413-2100	Insurance Benefits	7,048	17,050	41%	10,002
01-413-2200	Payroll Taxes	4,231	8,600	49%	4,369
01-413-2201	Fica/Mdcr Mayor & Council	1,180	2,400	49%	1,220
01-413-2210	State Unemployment Tax	219	350	63%	131
01-413-2300	401K	-	5,866	0%	5,866
01-413-2310	457	-	-		-
01-413-2400	Training-Staff	-	2,000	0%	2,000
01-413-2402	Council Training	2,535	3,000	85%	465
01-413-2600	Workers Comp Insurance	2,315	4,901	47%	2,586
01-413-2900	Employee Appreciation	-	-		-
01-413-2901	Car Allowance - City Manager	-	-		-
01-413-3211	Boards & Commissions Stipends	400	2,100	19%	1,700
01-413-3300	Other Professional Services	-	-		-
01-413-3301	IT Services & Support	3,812	3,000	127%	(812)
01-413-3330	Attorney/Legal	66,067	70,000	94%	3,933
01-413-3341	Special Legal	-	15,000	0%	15,000
01-413-4100	Electricity	3,108	4,986	62%	1,878
01-413-4110	Sewer	97	175	55%	78
01-413-4303	Building Maintenance	2,675	1,200	223%	(1,475)

**CITY OF CENTRAL
GENERAL FUND
REVENUES EXPENDITURE REPORT
AS of June 30, 2012**

<u>Account</u>	<u>Description</u>	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	<u>Excess/ (Deficiency)</u>
01-413-4304	Alarm Monitoring	138	620	22%	482
01-413-4305	Elevator Contract	8,616	6,000	144%	(2,616)
01-413-4400	BLM Land Lease	-	250	0%	250
01-413-4410	Rental Expense-Bus Shelter	800	1,600	50%	800
01-413-4420	Century/Tollgate Dv Fee Rebate	232,890	457,775	51%	224,885
01-413-5100	Postage	329	600	55%	271
01-413-5200	Liability Insurance	1,258	105	1198%	(1,153)
01-413-5201	Liability Deductibles	3,000	2,000	150%	(1,000)
01-413-5300	Telephone	637	1,300	49%	663
01-413-5301	Cellular Phones	275	540	51%	265
01-413-5410	Classified	80	150	53%	70
01-413-5700	Dues & Subscriptions	3,422	10,000	34%	6,578
01-413-5800	Travel/Meals	2,686	4,500	60%	1,814
01-413-5990	Council Discretionary	-	5,000	0%	5,000
01-413-5991	Public Education	5,100	10,000	51%	4,900
01-413-5997	Manager's Discretionary	95	5,000	2%	4,905
01-413-6000	Miscellaneous Expense	-	500	0%	500
01-413-6110	Office Supplies	393	685	57%	292
01-413-6111	Stationary/Forms	-	200	0%	200
01-413-6112	Photocopier Charges	675	850	79%	175
01-413-6114	Software/Internet	507	185	274%	(322)
01-413-7431	Computer Equipment	-	3,750	0%	3,750
TOTAL ADMINISTRATION		426,108	795,338	54%	365,480

CITY CLERK

01-411-1100	Salaries & Wages	31,445	61,200	51%	29,755
01-411-1101	Event Coordination	-	1,000	0%	1,000
01-411-2100	Insurance Benefits	2,751	10,100	27%	7,349
01-411-2200	Payroll Taxes	2,318	4,700	49%	2,382
01-411-2210	State Unemployment Tax	89	200	45%	111
01-411-2300	401k	1,224	2,450	50%	1,226
01-411-2310	457	-	-		-
01-411-2400	Training/Seminars	550	1,000	55%	450
01-411-2600	Workers Comp Insurance	990	2,096	47%	1,106
01-411-3002	Elections Expense	1,034	2,500	41%	1,466
01-411-3301	IT Services & Support	3,632	3,000	121%	(632)
01-411-3401	Records Preservation	-	2,000	0%	2,000
01-411-3402	Codification	-	5,000	0%	5,000
01-411-3403	Filing Fees	182	-		(182)
01-411-4100	Electricity	2,000	4,880	41%	2,880
01-411-4110	Sewer	64	175	37%	111
01-411-4303	Building Maintenance	559	1,200	47%	641
01-411-4304	Alarm monitoring	138	620	22%	482
01-411-5100	Postage	329	550	60%	221
01-411-5111	City Clerk/Sleuth Software	-	-		-
01-411-5200	Liability Insurance	53	105	50%	52
01-411-5300	Telephone	637	1,300	49%	663

**CITY OF CENTRAL
GENERAL FUND
REVENUES EXPENDITURE REPORT
AS of June 30, 2012**

<u>Account</u>	<u>Description</u>	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	<u>Excess/ (Deficiency)</u>
01-411-5410	Classifieds	198	3,000	7%	2,802
01-411-5420	Legal Publications	118	-		(118)
01-411-5611	Credit Card Fees	36	200	18%	164
01-411-5700	Dues & Subscriptions	150	200	75%	50
01-411-6110	Office Supplies	332	685	48%	353
01-411-6111	Stationary & Forms	-	350	0%	350
01-411-6112	Photocopier Charges	675	850	79%	175
01-411-6113	Small Equipment	-	-		-
01-411-6114	Software/Internet	-	185	0%	185
01-411-7431	Computer Equipment	2,746	3,750	73%	1,004
TOTAL CITY CLERK		52,250	113,296	46%	60,042

FINANCE DEPARTMENT

<u>Account</u>	<u>Description</u>	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	<u>Excess/ (Deficiency)</u>
01-415-1100	Salaries & Wages	54,316	108,250	50%	53,934
01-415-1101	Event Coordination	-	1,000	0%	1,000
01-415-2100	Insurance Benefits	6,340	13,900	46%	7,560
01-415-2200	Payroll Taxes	4,070	8,300	49%	4,230
01-415-2210	State Unemployment Tax	173	325	53%	152
01-415-2300	401k	1,777	2,800	63%	1,023
01-415-2310	457	-	-		-
01-415-2400	Training/Seminars	685	2,000	34%	1,315
01-415-2600	Workers Comp Insurance	1,752	3,707	47%	1,955
01-415-3220	Accounting/Auditors	12,500	22,000	57%	9,500
01-415-3300	Other Professional Services	-	-		-
01-415-3301	IT Services & Support	3,632	3,000	121%	(632)
01-415-3403	Filing Fees	-	-		-
01-415-4100	Electricity	2,000	4,674	43%	2,674
01-415-4110	Sewer	65	175	37%	110
01-415-4303	Building Maintenance	559	1,200	47%	641
01-415-4304	Alarm Monitoring	138	620	22%	482
01-415-5100	Postage	330	550	60%	220
01-415-5110	Computer Network Agreement	2,795	2,800	100%	5
01-415-5200	Liability Insurance	53	105	50%	52
01-415-5300	Telephone	861	1,300	66%	439
01-415-5410	Classified	-	150	0%	150
01-415-5600	Treasurer's Fees	275	850	32%	575
01-415-5610	Bank Charges	903	1,500		597
01-415-5611	Credit Card Processing Fees	22	300	7%	278
01-415-5700	Membership Fees	690	250	276%	(440)
01-415-5800	Travel	-	-		-
01-415-6110	Office Supplies	1,298	685	189%	(613)
01-415-6111	Stationary & Forms	436	500	87%	64

**CITY OF CENTRAL
GENERAL FUND
REVENUES EXPENDITURE REPORT
AS of June 30, 2012**

01-415-6112	Photocopier Charges	675	850	79%	175
01-415-6114	Software/Internet	30	185	16%	155
01-415-7431	Computer Equipment	3,850	3,750	103%	(100)
TOTAL FINANCE		100,225	185,726	54%	85,601

COMMUNITY DEVELOPMENT

<u>Account</u>	<u>Description</u>	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	<u>Excess/ (Deficiency)</u>
01-419-1100	Salaries & Wages	45,500	72,160	63%	26,660
01-419-2100	Insurance Benefits	3,379	4,500	75%	1,121
01-419-2200	Payroll Taxes	3,440	5,520	62%	2,080
01-419-2210	State Unemployment Tax	110	230	48%	120
01-419-2300	401K	1,820	2,880	63%	1,060
01-419-2400	Training/Seminars	53	1,000	5%	947
01-419-2600	Workers Comp Insurance	2,956	2,471	120%	(485)
01-419-3301	IT Services & Support	5,182	6,750	77%	1,568
01-419-3401	Planning & Engineering	53,684	-		(53,684)
01-419-3402	Reimbursable Planning Expenses	2,779	5,000	56%	2,221
01-419-3403	Contract Services	-	100	0%	100
01-419-3404	Design Review Fees	-	5,000	0%	5,000
01-419-3405	Plan Review	1,138	-		(1,138)
01-419-4100	Electricity	2,000	4,674	43%	2,674
01-419-4110	Sewer	64	175	37%	111
01-419-4303	Building Repairs & Maintenance	559	1,200	47%	641
01-419-4304	Alarm Monitoring	138	620	22%	482
01-419-4305	Building Permits	2,099	10,500	20%	8,401
01-419-5100	Postage	329	550	60%	221
01-419-5200	Liability Insurance	53	105	50%	52
01-419-5300	Telephone	637	1,690	38%	1,053
01-419-5410	Classifieds	-	700	0%	700
01-419-5611	Credit Card Processing Fees	234	300	78%	66
01-419-5700	Dues & Subscriptions	749	1,500	50%	751
01-419-6110	Office Supplies	370	685	54%	315
01-419-6111	Stationary & Forms	53	250	21%	197
01-419-6112	Photocopier Charges	792	850	93%	58
01-419-6114	Software/Internet	-	185	0%	185
TOTAL COMMUNITY DEVELOPMENT		128,118	129,595	99%	1,477

PUBLIC WORKS DEPARTMENT

<u>Account</u>	<u>Description</u>	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	<u>Excess/ (Deficiency)</u>
01-431-1100	Salaries & Wages	205,185	452,128	45%	246,943
01-431-1300	Overtime	260	6,000	4%	5,740
01-431-2100	Insurance Benefits	54,631	120,774	45%	66,143
01-431-2200	Payroll Taxes	15,233	33,440	46%	18,207
01-431-2210	State Unemployment Tax	698	1,311	53%	613
01-431-2300	401k	6,621	17,485	38%	10,864
01-431-2310	457	-	-		-

**CITY OF CENTRAL
GENERAL FUND
REVENUES EXPENDITURE REPORT
AS of June 30, 2012**

<u>Account</u>	<u>Description</u>	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	<u>Excess/ (Deficiency)</u>
01-431-2400	Training/Seminars	1,099	2,000	55%	901
01-431-2600	Workers Comp Insurance	9,297	14,016	66%	4,719
01-431-3301	Computer IT	4,843	6,750	72%	1,907
01-431-4100	Electricity	39,935	86,250	46%	46,315
01-431-4110	Sewer	2,201	5,500	40%	3,299
01-431-4210	Recycling	-	5,000	0%	5,000
01-431-4211	City Trash Service	4,777	8,000	60%	3,223
01-431-4212	Citizen Trash Service	24,290	42,500	57%	18,210
01-431-4303	Building Maintenance	3,390	6,500	52%	3,110
01-431-4304	Alarm Monitoring	138	620	22%	482
01-431-4330	Streets & Culverts	-	5,000	0%	5,000
01-431-4331	Paint Stripping	2,791	5,000	56%	2,209
01-431-4332	Equipment & Tools	11,712	2,500	468%	(9,212)
01-431-4345	Park Maintenance	153	750	20%	597
01-431-4420	Equipment Rentals	1,558	1,000	156%	(558)
01-431-5100	Postage	204	550	37%	346
01-431-5200	Liability Insurance	23,276	45,445	51%	22,169
01-431-5300	Telephone	1,273	1,900	67%	627
01-431-5301	Cell Phones	1,634	3,000	54%	1,366
01-431-5401	Summer Flowers	3,865	3,500	110%	(365)
01-431-5402	Holiday Decorations	13	5,000	0%	4,987
01-431-5403	Banners	429	-		(429)
01-431-5410	Classifieds	344	-		(344)
01-431-5700	Dues & Subscriptions	-	1,500	0%	1,500
01-431-5800	Travel	401	-		(401)
01-431-6110	Office Supplies	2,312	685	338%	(1,627)
01-431-6111	Stationary & Forms	106	100	106%	(6)
01-431-6112	Photocopier Charges	675	850	79%	175
01-431-6113	Uniforms	2,755	2,000	138%	(755)
01-431-6114	Software/Internet	567	450	126%	(117)
01-431-6116	Modular Trailer	835	3,639	23%	2,804
01-431-6501	Sand & Salt	7,754	16,000	48%	8,246
01-431-6502	Signs	1,621	500	324%	(1,121)
01-431-6503	Paving Materials	2,264	10,000	23%	7,736
01-431-6504	Mechanic Services/Prevent	-	20,000	0%	20,000
01-431-7302	CCP Striping	177	5,000	4%	4,823
01-431-7303	Sand for CCP	22,540	35,000	64%	12,460
01-431-7304	Fuel-CCP	-	35,650	0%	35,650
01-431-7305	Heavy Equipment Repair-CCP	4,926	20,000	25%	15,074
01-431-7306	Plow Blades-CCP	-	10,000	0%	10,000
01-431-7307	Electricity-CCP Lights	9,247	17,250	54%	8,003
01-431-7308	Guardrail Repair	6,416	5,000	128%	(1,416)
01-431-7309	CCP Signage	625	500	125%	(125)
01-431-7310	Roworth Light/Sound Barrier	-	-		-
01-431-7311	Sturgeon Lighting Contract	1,494	1,000	149%	(494)
01-431-7312	CCP Maintenance-Crack Filling	46,301	35,000	132%	(11,301)
01-431-7314	CCP Fencing	-	1,000	0%	1,000

**CITY OF CENTRAL
GENERAL FUND
REVENUES EXPENDITURE REPORT
AS of June 30, 2012**

<u>Account</u>	<u>Description</u>	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	<u>Excess/ (Deficiency)</u>
01-431-7420	Lease Purchase Payments	122,617	98,000	125%	(24,617)
01-431-7424	Equipment Purchase	96,720	60,000	161%	(36,720)
01-431-7431	Computer Equipment	-	-		-
TOTAL PUBLIC WORKS		750,203	1,261,043	59%	510,840
01-430-4308	Heavy Equipment Repair	19,205	10,000	192%	(9,205)
01-430-4309	Light Equipment Repair	5,972	10,000	60%	4,028
01-430-4332	Equipment & Tools	90	-		(90)
01-430-4333	Small Item Supplies	65	900	7%	835
01-430-6110	Shuttle Services	254,717	415,000	61%	160,283
01-430-6260	Fuel	38,280	37,000	103%	(1,280)
01-430-7420	Lease Purchase Payments	-	-		-
TOTAL FLEET MAINTENANCE		318,329	472,900	67%	154,571
TOTAL PUBLIC WORKS & FLEET		1,068,532	1,733,943	62%	665,411

POLICE DEPARTMENT

<u>Account</u>	<u>Description</u>	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	<u>Excess/ (Deficiency)</u>
01-421-1100	Salaries & Wages	153,271	280,100	55%	126,829
01-421-1300	Overtime	2,749	1,000	275%	(1,749)
01-421-2100	Insurance Benefits	19,563	38,850	50%	19,287
01-421-2200	Payroll Taxes	2,547	4,380	58%	1,833
01-421-2210	State Unemployment Tax	457	840	54%	383
01-421-2310	457	3,651	6,950	53%	3,299
01-421-2320	FPPA	11,298	22,000	51%	10,702
01-421-2400	Training/Seminars	45	2,500	2%	2,455
01-421-2401	Conferences	175	4,000	4%	3,825
01-421-2600	Workers Comp Insurance	4,532	9,593	47%	5,061
01-421-2901	Uniform Cleaning	770	-		(770)
01-421-3300	Equipment Repair	-	1,000	0%	1,000
01-421-3301	IT Services & Support	3,873	3,000	129%	(873)
01-421-4100	Electricity	2,000	6,170	32%	4,170
01-421-4110	Sewer	64	175	37%	111
01-421-4303	Building Maintenance	559	1,200	47%	641
01-421-4304	Alarm Monitoring	138	620	22%	482
01-421-4309	Vehicle Maintenance	5,278	8,000	66%	2,722
01-421-5100	Postage	336	550	61%	214
01-421-5111	Hrdwre/Sftwre Support Services	3,301	4,500	73%	1,199
01-421-5200	Liability Insurance	1,079	157	687%	(922)
01-421-5300	Telephone	2,304	4,260	54%	1,956
01-421-5301	Cell Phones	1,463	3,000	49%	1,537
01-421-5410	Classified	175	150	117%	(25)
01-421-5411	Recruitment	150	500	30%	350
01-421-5500	Printing	158	3,500	5%	3,342

CITY OF CENTRAL
GENERAL FUND
REVENUES EXPENDITURE REPORT
AS of June 30, 2012

GENERAL FUND TOTALS

	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	Excess/ (Deficiency)
TOTAL GENERAL FUND EXPENDITURES	2,302,062	4,113,648	56%	1,806,932
TOTAL GENERAL FUND REVENUES	1,995,521	4,373,326	46%	(2,377,805)
EXCESS (DEFICIENCY) OF REV/EXP	(306,541)	259,678		(570,873)

**CITY OF CENTRAL
HISTORIC PRESERVATION FUND
REVENUE EXPENDITURE REPORT
AS OF June 30, 2012**

<u>Account</u>	<u>Description</u>	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	<u>Excess/ (Deficiency)</u>
02-322-1000	Grant Building Permit	1,038	1,500		(462)
02-334-1000	State Grant/Revenues	-	400,000	0%	(400,000)
02-347-8001	Visitors Center Revenue	2,435	5,000	49%	(2,565)
02-361-0000	Interest on Investment	163	250	65%	(87)
02-390-1000	Misc Income	-	-		-
	TOTAL REVENUES	3,636	406,750	1%	(402,652)
02-451-4100	Electricity-VC	2,366	3,740	63%	1,374
02-451-4110	Sewer and Sanitation	97	200	49%	103
02-451-4303	Building Maintenance-VC	679	500	136%	(179)
02-451-5100	Postage-VC	-	550	0%	550
02-451-5200	Liability Insurance-VC	53	105	50%	52
02-451-5300	Telephone-VC	1,023	1,790	57%	767
02-451-5405	Classifieds-VC	-	300	0%	300
02-451-5611	Credit Card Processing	199	1,000	20%	801
02-451-6110	Office Supplies-VC	151	685	22%	534
02-451-6113	Inventory-VC	1,815	5,000	36%	3,185
02-451-6114	Software-VC	22	185	12%	163
02-451-6115	State Sales Tax-VC	26	250	10%	224
02-456-1100	Salaries & Wages	14,670	57,500	26%	42,830
02-456-2100	Health/Dental/Vision/D&YD	1,292	1,500	86%	208
02-456-2200	FICA/MdCare	1,165	4,500	26%	3,335
02-456-2210	State Unemployment Tax	84	200	42%	116
02-456-2300	401k	-	1,000	0%	1,000
02-456-2600	Worker's Compensation	930	1,970	47%	1,040
02-456-3000	Contract Services	-	1,500	0%	1,500
02-456-3201	Training/ Seminars	-	3,000	0%	3,000
02-456-3211	Stipends	1,050	4,200	25%	3,150
02-456-3330	Attorney-Legal	-	3,000	0%	3,000
02-456-4303	Fire Department Repair	326	-	0%	(326)
02-456-4304	City Property-Rehabilitation	302,339	65,000	465%	(237,339)
02-456-4335	Cemetary Maintenance	-	15,000	0%	15,000
02-456-5411	Historic Tourism	22,109	10,000	221%	(12,109)
02-456-5412	CC Opera/Events	-	25,000	0%	25,000
02-456-5413	NonpProfits Events/Marketing	-	15,000	0%	15,000
02-456-5414	Business Events/Marketing	11,500	10,000	115%	(1,500)
02-456-5700	Dues & Subscriptions	-	100	0%	100
02-456-6110	Office Supplies	-	500	0%	500
02-456-6112	Photocopier Charges	-	850	0%	850
02-456-7201	Historic Property Acquisition	326	65,000	1%	64,674
02-456-7203	Main St Streetscape	569,654	-		(569,654)
02-456-8805	Rehab Grants	53,211	100,000	53%	46,789
02-456-8807	Sidewalks	4,633	-		(4,633)
02-456-8808	ROW/Improvement Projects	-	7,500	0%	7,500
	TOTAL HP EXPENDITURES	989,720	406,625	243%	(583,095)
	TOTAL REVENUES	3,636	406,750	1%	(402,652)
	EXCESS (DEFICIENCY) OF REV/EXP	(986,084)	125		(985,747)

**CITY OF CENTRAL
DEBT SERVICE FUND
REVENUE EXPENDITURE REPORT
AS OF June 30, 2012**

<u>Account</u>	<u>Description</u>	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	<u>Excess/ (Deficiency)</u>
40-311-0000	Specific Ownership Tax	6,502	15,600	42%	(9,098)
40-311-0001	Delinquent Tax/Int.	1,657	400	414%	1,257
40-311-0002	Miscellaneous Tax	-	-		-
40-311-1000	Property Tax Revenues	184,140	313,500	59%	(129,360)
40-318-3001	Device Fees-Add'l Tax #1	161,773	301,897	54%	(140,124)
40-318-3002	Tollgate Device Fees	36,714	85,290	43%	(48,576)
40-361-0000	Interest On Deposits	209	100		109
40-393-1001	Other Financing Source-Escrow	-	-		-
	TOTAL REVENUES	390,995	716,787	55%	(325,792)
EXPENDITURES					
40-471-8201	Short Term Loan Prin/Int	98,894	3,350		(95,544)
40-471-8205	GO Water Bonds 1981 princ	-	-		-
40-471-8208	GO Water Bonds Series 2010 Pri	-	420,000	0%	420,000
40-471-8209	Excise Tax Bonds Series 2010 P	-	215,000	0%	215,000
40-472-8209	GO Water Bonds, Series 2010 In	17,781	35,562	50%	17,781
40-472-8210	Excise Tax Bonds, Series 2010	7,981	15,963	50%	7,982
40-475-3100	Trustee Fess & Services	330	4,000	8%	3,670
40-475-3101	Treasurer's Fees	3,716	7,000	53%	3,284
	TOTAL EXPENDITURES	128,702	700,875	161%	572,173
	EXCESS (DEFICIENCY) OF REV/EXP	262,293	15,912		246,381

**CITY OF CENTRAL
WATER FUND
REVENUE EXPENDITURE REPORT
AS OF June 30, 2012**

<u>Account</u>	<u>Description</u>	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	<u>Excess/ (Deficiency)</u>
50-340-0001	Hydrant Revenue	5,005	9,600	52%	(4,595)
50-340-0002	Water Sales Residential	153,520	297,600	52%	(144,080)
50-340-0003	Water Sales Commercial	49,705	133,200	37%	(83,495)
50-340-0005	Turn On/Off Fees	-	200	0%	(200)
50-340-0006	Tap Fees	-	-		-
50-340-0007	Late Fees	-	1,000	0%	(1,000)
50-361-1000	Interest On Water Bills	-	100	0%	(100)
50-390-0000	Miscellaneous Revenue	-	500	0%	(500)
TOTAL WATER REVENUE		208,230	442,200	47%	(233,970)
50-433-1100	Salaries & Wages	59,969	103,600	58%	43,631
50-433-1300	Overtime	778	2,000	39%	1,222
50-433-2100	Insurance Benefits	4,623	11,600	40%	6,977
50-433-2200	Payroll Taxes	4,568	7,925	58%	3,357
50-433-2210	State Unemployment Tax	114	300	38%	186
50-433-2300	401k	2,082	4,150	50%	2,068
50-433-2400	Training/Seminars	1,660	3,000	55%	1,340
50-433-2600	Workers Comp Insurance	3,465	3,966	87%	501
50-433-3300	Ramey-Professional Services	-	-		-
50-433-3301	IT Maintenance	4,038	3,000	135%	(1,038)
50-433-3330	General Legal (centci.001)	15,382	7,500	205%	(7,882)
50-433-3331	Temp Supply Plan (centci.006)	956	-		(956)
50-433-3334	Forest Service ROW(centci.003)	-	2,000	0%	2,000
50-433-3335	Augmentation Case (centci.007)	-	-		-
50-433-3342	Agr. Ditch (centci.037)	23	-		(23)
50-433-3353	Water Rights Acq. (centci.005)	-	-		-
50-433-3356	Frei Water Contract (.068)	-	7,000	0%	7,000
50-433-3391	General Water Eng.	7,443	8,000	93%	557
50-433-3392	Gilpin School (centci.029)	-	2,500	0%	2,500
50-433-3395	Wetlands Mitigation (centi.052)	343	-		(343)
50-433-3398	New Water Leases	-	4,000	0%	4,000
50-433-3399	Distribution Assessment	58,381	70,000	83%	11,619
50-433-3400	Aquapura Surface Water Rights	-	-		-
50-433-3401	Raw Water Assessment	-	15,000	0%	15,000
50-433-3432	Water Accounting/Admin	7,560	30,500	25%	22,940
50-433-3433	Comp Modeling/Engineering	-	2,000	0%	2,000
50-433-3434	Forest Service Study	-	-		-
50-433-3435	Opposition to Water Rights	1,840	18,000	10%	16,160
50-433-3495	Water Rights/Engineering	-	8,000	0%	8,000
50-433-3496	BH Trial Prep	-	30,000	0%	30,000
50-433-3497	BH Water Project/Fed Reserve	-	10,000	0%	10,000
50-433-4100	Electricity	15,689	43,900	36%	28,211
50-433-4250	Chemical Testing	5,044	6,300	80%	1,256
50-433-4301	Repairs & maintenance	-	-		-
50-433-4303	Building Maintenance	-	6,300	0%	6,300
50-433-4309	Vehicle Maintenance	987	5,000	20%	4,013

**CITY OF CENTRAL
WATER FUND
REVENUE EXPENDITURE REPORT
AS OF June 30, 2012**

<u>Account</u>	<u>Description</u>	<u>YTD</u>	<u>BUDGET</u>	<u>YTD %</u>	<u>Excess/ (Deficiency)</u>
50-433-4350	Spring Line-Collection Line Re	-	-		-
50-433-4351	Pump Station Maintenance	1,693	15,000	11%	13,307
50-433-4352	Tools & Supplies	119	2,000	6%	1,881
50-433-4353	Plant Repairs	10,603	15,000	71%	4,397
50-433-4354	Distribution	15,369	30,000	51%	14,631
50-433-4355	Reservoir Maintenance	-	3,000	0%	3,000
50-433-4356	Meter Maintenance	1,852	3,000	62%	1,148
50-433-4357	Fire Hydrant Repair/Maintenance	795	1,000	80%	205
50-433-4401	Ditch Fees	4,435	22,500	20%	18,065
50-433-4501	CO Public Water System	-	300	0%	300
50-433-5100	Postage	24	500	5%	476
50-433-5200	Liability Insurance	5,813	11,489	51%	5,676
50-433-5300	Telephone	1,074	2,800	38%	1,726
50-433-5301	Cell Phones	459	1,000	46%	541
50-433-5410	Classifieds	-	550	0%	550
50-433-5611	Credit Card Processing Fees	359	750	48%	391
50-433-5700	Dues & Subscriptions	97	2,000	5%	1,903
50-433-5701	Licensing & Maintenance	-	4,500	0%	4,500
50-433-5800	Travel	-	-		-
50-433-6110	Office Supplies	525	685	77%	160
50-433-6111	Stationary/Forms	53	100	53%	47
50-433-6112	Photocopier Charges	675	850	79%	175
50-433-6113	Small Equipment	-	3,000	0%	3,000
50-433-6114	Software/Internet	1,586	600	264%	(986)
50-433-6115	Uniforms	549	750	73%	201
50-433-6260	Fuel	801	1,000	80%	199
50-433-6270	Chemicals	2,127	10,000	21%	7,873
50-433-7001	Depreciation Expense	-	-		-
50-433-7420	Bulk Water Fill Station	-	1,200	0%	1,200
50-433-7421	Plant Capital Repairs/Imprvmt	49,581	60,000	83%	10,419
50-433-7422	Residential Meters/Installatio	26,979	30,000	90%	3,021
50-433-7423	Commercial Meters/Installation	281	-		(281)
50-433-7424	Backwash/Sanitary Lines	-	30,000	0%	30,000
50-433-7425	Radio Read Software & Device	-	-		-
50-433-7431	Computers & Software	3,065	13,750	22%	10,685
50-433-8900	Bad Debts	22	100	22%	78
TOTAL WATER		323,881	682,965	47%	359,084
TOTAL REVENUES		208,230	442,200	47%	(233,970)
EXCESS (DEFICIENCY) OF REV/EXP		(115,651)	(240,765)		

**CITY OF CENTRAL
CITY COUNCIL MEETING
June 27, 2012**

CALL TO ORDER

A regular meeting of the City Council for the City of Central was called to order by Mayor Engels at 7:07 p.m., in City Hall on June 27, 2012.

ROLL CALL

Present: Mayor Engels
Alderman Spain
Alderman Giancola
Alderman Voorhies

Absent: Alderman Lee

Staff Present: Manager Lanning
Attorney Michow
City Clerk Bechtel
Finance Director Flowers
CDD/HPO Thompson
Water Department Manager Griffith
Police Chief Krelle

The Pledge of Allegiance was recited by all present.

ADDITIONS AND/OR AMENDMENTS TO THE AGENDA

The agenda was approved as presented.

CONFLICTS OF INTEREST

No Council Member disclosed a conflict regarding any item on the agenda.

CONSENT AGENDA

Alderman Giancola moved to approve the consent agenda containing the regular bill lists June 7, 14, 21; the May Monthly Report; and the City Council minutes of June 5, 2012. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

PUBLIC FORUM/AUDIENCE PARTICIPATION

No one requested time to address the Council.

PRESENTATION OF MEMORIAL PLAQUE

Mayor Engels presented a memorial plaque to Sandy Schmaltz in memory of former Alderman and Mayor Bruce Schmaltz whose tireless involvement as an Elks leader, a business owner and his leadership in bringing gambling back to Central City is a legacy that lives on.

LIQUOR LICENSE AUTHORITY

Alderman Voorhies moved to open the Liquor Licensing Authority. Alderman Giancola seconded and, without discussion, the motion carried unanimously.

City Clerk Bechtel stated this music festival is a new event to our community this year and they expect 2500+ attendees per day. They would like to make this an annual event and are planning to make this first year a success. They will have private security with PD to be a presence as well. This event is on private property known as the Greek Lots.

Alderman Voorhies moved to approve the Special Event Liquor Permit for Flobots.org for the Higher Ground Music Festival at the Greek Lots on August 24, 25, 26. Alderman Spain seconded and, without discussion, the motion carried unanimously.

Alderman Spain moved to close the Liquor Licensing Authority. Alderman Giancola seconded and, without discussion, the motion carried unanimously.

SECOND READING AND PUBLIC HEARING

Ordinance No.12-05: *An ordinance of the City Council of the City of Central, Colorado, amending Section 10-25 of the Municipal Code concerning licensee responsibility for conduct of liquor licensed establishments and reporting of unlawful activity in licensed establishments by liquor licensees.*

Police Chief Krelle stated that this is a housekeeping item.

At 7:15 p.m., Mayor Engels opened the Public Hearing. Hearing no comment, at 7:16 p.m., Mayor Engels closed the Public Hearing.

Alderman Giancola moved to adopt Ordinance No.12-05: An ordinance of the City Council of the City of Central, Colorado, amending Section 10-25 of the Municipal Code concerning licensee responsibility for conduct of liquor licensed establishments and reporting of unlawful activity in licensed establishments by liquor licensees. Alderman Spain seconded and, without discussion, the motion carried unanimously.

Ordinance No. 12-06: *An ordinance of the City Council of the City of Central, Colorado, amending Article VII of Chapter 6 of the Municipal Code to create an Entertainment District in which common areas for the consumption of alcohol may be operated by Promotional Associations and to allow administrative approvals for certain liquor related applications.*

At 7:17 p.m., Mayor Engels opened the Public Hearing. Gloria Gaines, 781 Martin Drive, asked for understanding of the process and if the Business Improvement District (BID) could be the Promotional Association. Attorney Michow explained that applicants have to organize per state law. At 7:24 p.m., Mayor Engels closed the Public Hearing.

Alderman Voorhies moved to adopt Ordinance No. 12-06: An ordinance of the City Council of the City of Central, Colorado, amending Article VII of Chapter 6 of the Municipal Code to create an Entertainment District in which common areas for the consumption of alcohol may be operated by Promotional Associations and to allow administrative approvals for certain liquor related

applications. Alderman Giancola seconded and, without discussion, the motion carried unanimously.

Ordinance No.12-07: *An ordinance of the City Council of the City of Central, Colorado, amending certain provisions of Article VI of Chapter 10 of the Central City Municipal Code regarding Offenses Against Public Peace: and adopting sound-amplification equipment regulations for the Historic Downtown Gaming (HDG) Zoning District.*

CDD Thompson explained that a change has been made to allow only 1 permit per zone per Council request.

At 7:26 p.m., Mayor Engels opened the Public Hearing. Gloria Gaines, 781 Martin Drive, asked if the music would be the same for any participating businesses. Mayor Engels stated that there will be one sound system and the City will control the permit process. At 7:32 p.m., Mayor Engels closed the Public Hearing.

Alderman Giancola moved to adopt Ordinance No.12-07: An ordinance of the City Council of the City of Central, Colorado, amending certain provisions of Article VI of Chapter 10 of the Central City Municipal Code regarding Offenses Against Public Peace: and adopting sound-amplification equipment regulations for the Historic Downtown Gaming (HDG) Zoning District with an amendment to one permit per year per zone district. Alderman Spain seconded and, without discussion, the motion carried 3 votes to 1 with Alderman Voorhies voting no.

NEW BUSINESS

Resolution 12-09: *A resolution appointing the Municipal Judge and setting the term and compensation for service.*

Manager Lanning explained that this item was approved at the last Council meeting so we are now confirming the appointment of Judge Gloss as the City Judge, by resolution. The total fiscal impact is \$8,400 annually at \$700/month. This comes after an extensive process of in-person observation of court proceedings and a round of interviews of all candidates. This appointment ends January 31, 2014.

Alderman Giancola moved to approve Resolution 12-09: A resolution appointing the Municipal Judge and setting the term and compensation for service. Alderman Voorhies seconded and, without discussion, the motion carried unanimously.

Resolution 12-10: *A resolution of the City Council of the City of Central, Colorado, amending the City of Central Comprehensive Fee Schedule.*

City Clerk Bechtel explained this proposed resolution amends the comprehensive fee schedule to add fees for the Common Consumption Area and Promotional Association certification as established in Ordinance No. 12-06 with the same fees as Greeley has approved.

- Common Consumption Areas: Application fee \$500; License fee \$150; Renewals/Inclusions/Exclusions \$125
- Promotional Association: Certification \$100; Recertification \$50

Alderman Voorhies moved to approve Resolution 12-10: A resolution of the City Council of the City of Central, Colorado, amending the City of Central Comprehensive Fee Schedule. Alderman Giancola seconded and, without discussion, the motion carried unanimously.

Audit Presentation

Finance Director Flowers explained the 2011 Audit as prepared by John Cutler & Associates. In 2011, we did a lot of projects and still increased our fund balance.

John Cutler stated this is a clean, unqualified audit opinion. As always they gave advice for internal controls but there is nothing serious to report.

Alderman Voorhies moved to accept and approve the City of Central's 2011 Audited Financial Statements. Alderman Giancola seconded and, without discussion, the motion carried unanimously.

Amendment to City Manager's Contract

Attorney Michow explained that the proposed amendment to Mr. Lanning's employment contract as City Manager arises from previous direction from the City Council. The proposed change to paragraph 6 is shown in strike through below:

~~The Employee shall be physically present at, and will work from, City Hall, Monday through Friday, generally between the hours of 8 a.m. and 5 p.m. (excluding City recognized holidays and off site City meetings and business engagements), and shall be available to the City at all times during the Term by telephone or e-mail. The Employee shall advise the Mayor in advance of any period that he expects to be unavailable to the City for a period exceeding 24 hours.~~

Alderman Spain moved to approve the 3rd Amendment to Employment Agreement. Alderman Voorhies seconded and, without discussion, the motion carried 3 votes to 1 with Alderman Giancola voting no.

STAFF REPORTS

Manager Lanning reported the following:

Work session dates – July 10, 17, 19, and 24

Sinkhole – the project is complete

Higher Ground Music Festival – staff met with them today and we have given them approval since they have met all our requirements and are very willing to work with us. This year is an experiment and fits our goal to add diversification. They want to make this an annual event.

Street lighting – in a CML conference session there was discussion of LED vs. incandescent lighting. We will be changing the parkway lights to LED within the Ennovate contract.

COUNCIL COMMENTS

Alderman Voorhies stated that she learned a lot at the CML conference. She gave kudos to Public Works for all their behind the scenes help with Lou Bunch as well as the Opera Picnic.

Alderman Giancola also gave kudos to Public Works their help with Lou Bunch and stated that Main Street looked good for the event. He added that Finance Director Flowers did a good job on the audit.

PUBLIC FORUM/AUDIENCE PARTICIPATION

Gloria Gaines, 781 Martin Drive, offered the following suggestions:

Main Street Parking – consider the 11 spaces to be designated as handicap spaces and place something in the small space by the fire hydrant so cars won't try to park there; and

Parking Garage Options – each option has good things to offer and considers the pedestrian bridges a good idea but would like to have prior notice of these discussions sent to the PC and HPC. She

offered that the Knights of Pythias building has one part contributing and one part non-contributing. Also noted that there is nothing on the plans to show that the post Office is included or that there would be designated parking for postal patrons.

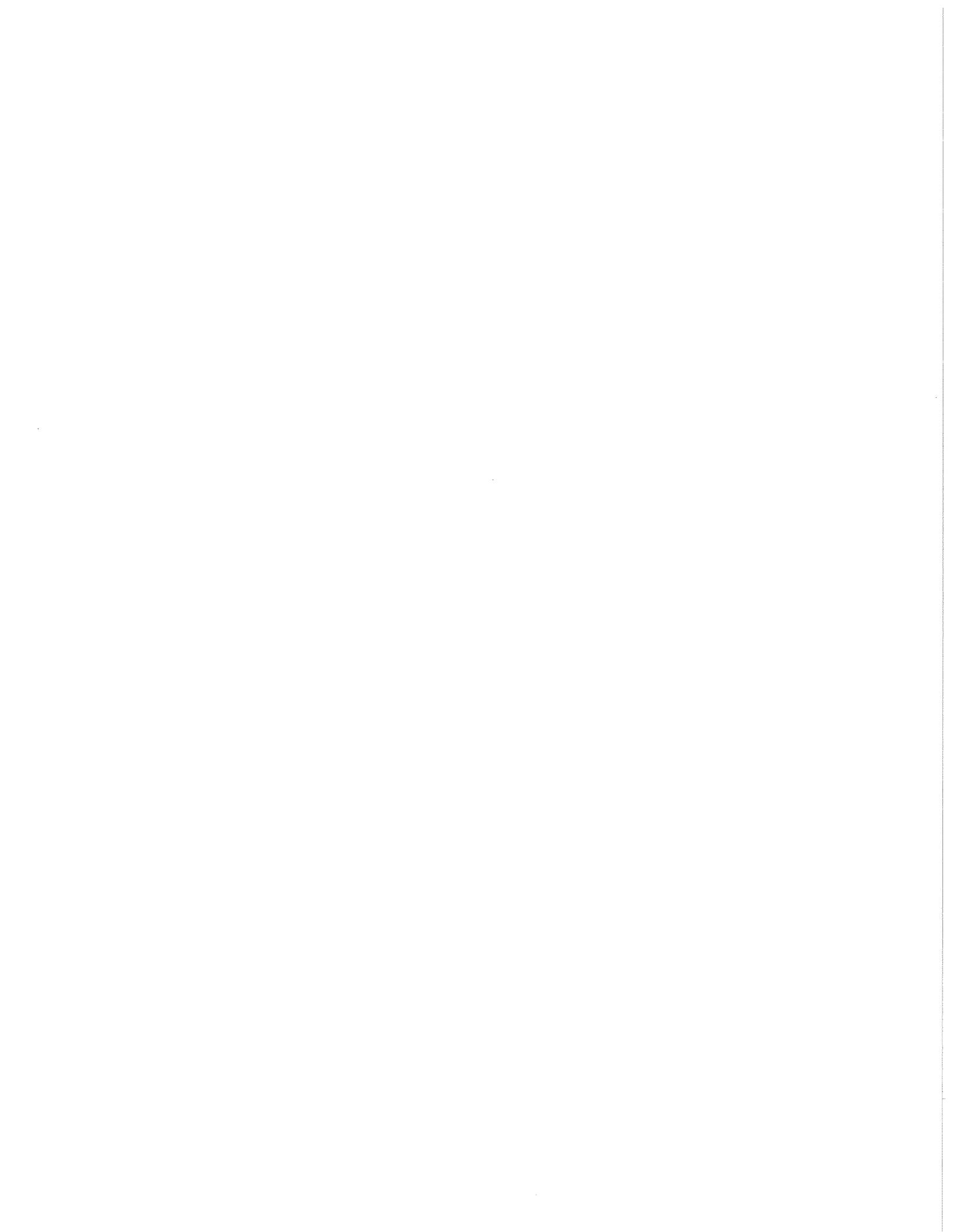
Cemetery Crawl – the same weekend as the Higher Ground Music Festival

Hearing no further business, Mayor Engels adjourned the meeting at 8:12 p.m.

The next meeting will be a special Council meeting scheduled for July 17, 2012 at 7:00 p.m.

Ronald E. Engels, Mayor

Reba Bechtel, City Clerk





AGENDA ITEM #7

CITY COUNCIL COMMUNICATION FORM

FROM: Marcus McAskin, Assistant City Attorney
Shannon Flowers, Finance Director
Kent Kisselman, Operations Director

DATE: July 12, 2012

ITEM: Ordinance 12-08 Amending Certain Provisions of Chapter 13 of the Municipal Code Concerning Municipal Utilities; Specifically Regulations Pertaining to the City Water System

NEXT STEP: Approve Ordinance 12-08 and set a public hearing for August 7, 2012 at 7:00 p.m.

ORDINANCE
 MOTION
 INFORMATION

- I. **REQUEST OR ISSUE:** The City Council is being asked to consider Ordinance 12-08 which repeals and replaces Chapter 13 of the Municipal Code in its entirety. As discussed with Council during the July 10th work session, City staff and legal counsel have been reviewing the Municipal Code to clean up obsolete provisions, create administrative efficiencies and to simplify the language and cross referencing so that staff, residents and businesses can more easily access the regulations set forth in Chapter 13.

Chapter 13 of the Municipal Code, which addresses utilities and the City's water system, has become difficult to administer for staff and hard to understand for residents and businesses as a result of numerous code changes in the past. For this reason, staff is asking that Council repeal the entire chapter and replace it with the language contained in Ordinance 12-08. While staff is asking that the entire chapter be repealed and replaced, it is important to note that most of the rules, regulations and procedures currently in place will remain the same. Further, adoption of Ordinance 12-08 does not affect water rates in any way.

Significant changes to Chapter 13 are summarized below:

- Section 13-16 Installation of taps; fees: The City will now be approving any plans to install taps and inspecting the tap installation to ensure compliance with City standards.
- Section 13-33 Plan review and approval: A preconstruction meeting between the owner, contractor and City staff will now be held prior to the construction of any main extensions.
- Section 13-58 Billing; late charges and interest; collection: This section has been completely rewritten to formalize the current process under which delinquent accounts are handled. It sets out a process of interest and late fee assessment based upon a 30, 60 and 90 day delinquency. A new section has also been added to deal with accounts that are habitually delinquent and gives the City the ability to disconnect water service to these accounts within a condensed timeframe. The proposed language also requires that the utility bill remain in the name of the property owner as any delinquency of the account is tied to the property itself, not a tenant of the property.
- Section 13-86 Appeals: Any decisions made by City staff in the administration and/or enforcement of this Chapter may be appealed to the City Manager. In order to do so, a person must request an appeal in writing. If the appeal is related to nonpayment, the property owner must place 100% of the amount owed on deposit with the City prior to the Manager hearing said appeal.
- Section 13-118 Hydrant Use and Water General: Language regarding the use of the City's Water General system to obtain water has been included in the Chapter and a fee has been added for unauthorized use of a fire hydrant.
- Section 13-124 Yard hydrants: No yard hydrants will be allowed on any premises except under certain conditions.

In relation to a number of the above changes, the City will be adopting by resolution a separate fee schedule that will identify and set rates for all fees referenced in Chapter 13, as revised. Again, nothing in Chapter 13 (as revised by Ordinance 12-08) or the resolution to adopt fees will have any effect on current water rates.

- II. **RECOMMENDED ACTION / NEXT STEP:** Approve Ordinance 12-08 on first reading and set for public hearing and second reading, with the following motion:

I MOVE TO APPROVE ORDINANCE NO. 12-08, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO AMENDING CERTAIN PROVISIONS OF CHAPTER 13 OF THE MUNICIPAL CODE CONCERNING MUNICIPAL UTILITIES; SPECIFICALLY REGULATIONS PERTAINING TO THE CITY WATER SYSTEM AND SET A PUBLIC HEARING FOR AUGUST 7, 2012 AT 7:00 P.M.

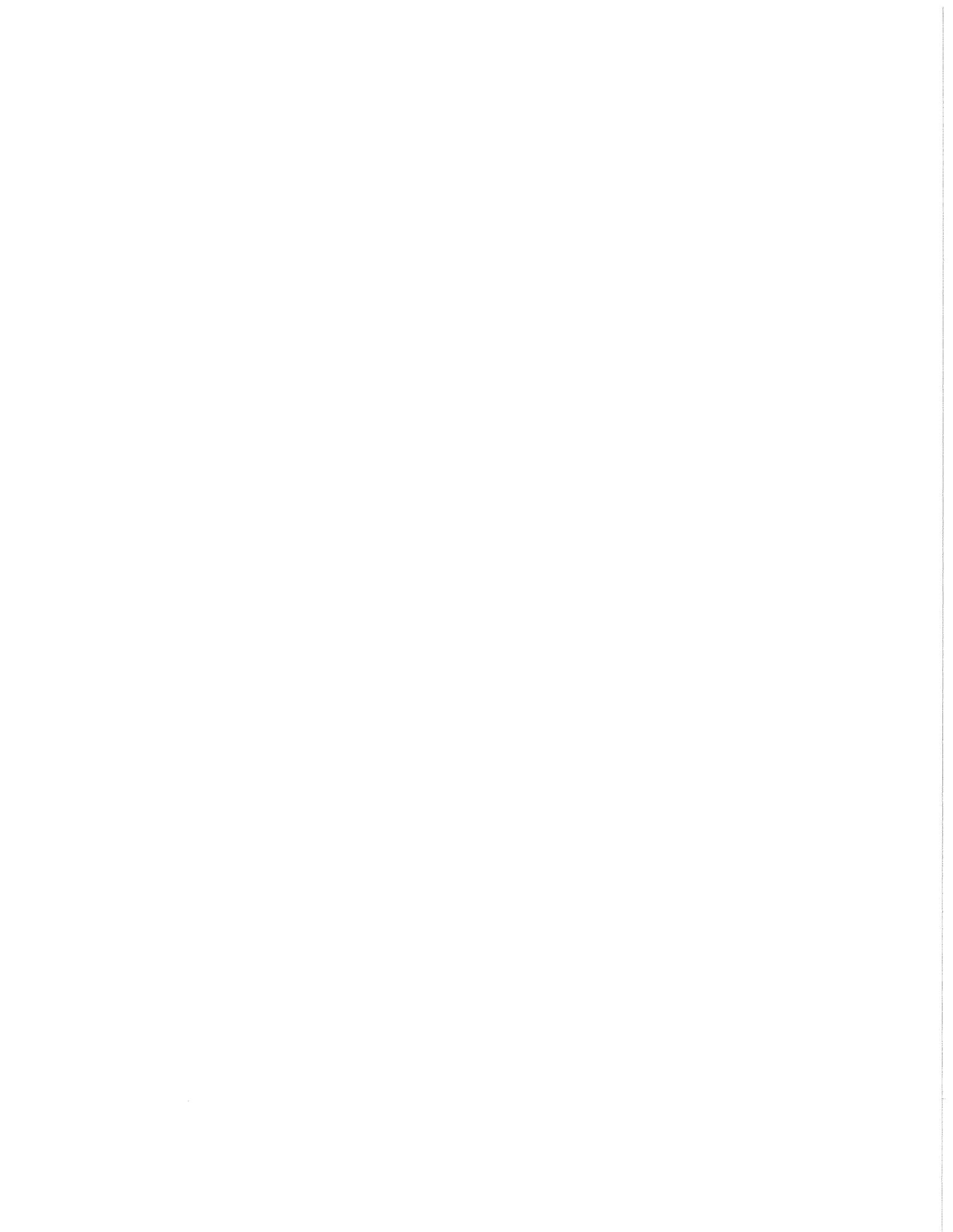
- III. **FISCAL IMPACTS:** Fiscal impacts include the additional revenue gained through the assessment and collection of delinquent fees, late charges and the fees collected for inspections and reviews to be identified in a Resolution to set fees.

IV. **LEGAL ISSUES:** The City is authorized under its home rule charter and Title 31 of the Colorado Revised Statutes to adopt and amend ordinances in furtherance of governmental administration and the City's police powers.

V. **CONFLICTS OR ENVIRONMENTAL ISSUES:** N/A

VI. **SUMMARY AND ALTERNATIVES:** City Council has the following options:

- (1) Adopt Ordinance No. 12-08 on first reading, and schedule for public hearing and second reading for final adoption, as may or may not be amended;
- (2) Direct staff to make revisions to the Ordinance and schedule consideration of the Ordinance on a future City Council agenda for first reading; or
- (3) Reject or deny the Ordinance.



**CITY OF CENTRAL, COLORADO
ORDINANCE 12-08**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CENTRAL,
COLORADO AMENDING CERTAIN PROVISIONS OF CHAPTER 13 OF THE
MUNICIPAL CODE CONCERNING MUNICIPAL UTILITIES; SPECIFICALLY
REGULATIONS PERTAINING TO THE CITY WATER SYSTEM**

WHEREAS, the City of Central (“City”) is authorized under its home rule charter and Title 31 of the Colorado Revised Statutes to adopt and amend ordinances in furtherance of governmental administration and the City’s police powers; and

WHEREAS, the City Council previously codified the ordinances of the City via Ordinance No. 94-3 into the Municipal Code; and

WHEREAS, in furtherance of the public health, safety and welfare of the City of Central, the City Council wishes to update the Municipal Code, chapter by chapter, to create administrative efficiencies and to reflect current City practices and policies; and

WHEREAS, the City Council has considered revisions to Chapter 13 of the Municipal Code in a Council study session held on July 10, 2012; and

WHEREAS, said revisions to Chapter 13 include but are not limited to: establishment of conditions of water service and the establishment of certain fees and charges related to the City’s water system; and

WHEREAS, City Council conducted a public hearing, with proper notice provided, to consider adoption of this Ordinance as required by law; and

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

Section 1. Chapter 13, currently titled “Municipal Utilities” is hereby repealed and replaced to read in its entirety as follows:

**CHAPTER 13
Municipal Utilities**

Article I Water System; General Provisions

Division 1 General

- Sec. 13-1 Authorizations
- Sec. 13-2 Definitions
- Sec. 13-3 City system
- Sec. 13-4 Extraterritorial service
- Sec. 13-5 Connection required

Sec. 13-6 Other water systems prohibited

Division 2 Conditions of Service; Licenses

- Sec. 13-11 License required; application; penalty
- Sec. 13-12 Approval standards; revocation
- Sec. 13-13 Expiration
- Sec. 13-14 Nontransferability of license
- Sec. 13-15 Individual structures
- Sec. 13-16 Installation of taps; fees
- Sec. 13-17 Reconveyance of easements
- Sec. 13-18 Redevelopment; consolidation of taps
- Sec. 13-19 Owner-initiated suspension of service
- Sec. 13-20 Sewer service requirement

Division 3 Main Extensions

- Sec. 13-31 Required
- Sec. 13-32 Approval required, improvements agreement
- Sec. 13-33 Plan review and approval
- Sec. 13-34 Construction observation
- Sec. 13-35 Stop work orders
- Sec. 13-36 Location
- Sec. 13-37 Deeded easements
- Sec. 13-38 Easement acquisition costs
- Sec. 13-39 City main extensions

Division 4 Fees and Charges

- Sec. 13-51 Purpose and liability
- Sec. 13-52 System review fee
- Sec. 13-53 Disconnection and reconnection fees
- Sec. 13-54 Plan review fee
- Sec. 13-55 Inspection and observation fees
- Sec. 13-56 Cure charges
- Sec. 13-57 Civil fines pass-through
- Sec. 13-58 Billing; late charges and interest; collection
- Sec. 13-59 Withholding approval and permits

Division 5 Administration and Enforcement

- Sec. 13-81 Prohibited acts
- Sec. 13-82 City agents and representatives
- Sec. 13-83 Right of entry
- Sec. 13-84 Suspension or termination of service
- Sec. 13-85 Cure of violations
- Sec. 13-86 Appeals
- Sec. 13-87 Civil damages
- Sec. 13-88 Injunctive relief
- Sec. 13-89 Remedies cumulative

Article II Water System Regulations

Division 1 General

Sec. 13-101 Incorporation of standards by reference

Division 2 User Requirements

Sec. 13-111 Service lines

Sec. 13-112 Water meters

Sec. 13-113 Backflow prevention required

Sec. 13-114 Backflow prevention equipment requirements; evidence of approval/conformity

Sec. 13-115 Inspections; testing

Sec. 13-116 Applicability of backflow prevention regulations

Sec. 13-117 Water restrictions; violation; penalty

Sec. 13-118 Hydrant permit and Water General

Sec. 13-119 Tap and meter sizing; increases

Sec. 13-120 Stub-in

Sec. 13-121 Voluntary termination

Sec. 13-122 Test samples

Sec. 13-123 Fire protection

Sec. 13-124 Yard hydrants

Division 3 Fees and Charges

Sec. 13-141 Plant investment fee

Sec. 13-142 Water Rates

Sec. 13-143 Lost water charge

Sec. 13-144 Owner-initiated meter read fee

Sec. 13-145 Utility Rate Relief Policy

ARTICLE I

Water System; General Provisions

Division 1

General

Sec. 13-1. Authorizations.

This Chapter is promulgated pursuant to the authority granted in Articles 15 and 35 of Title 31, C.R.S., as amended, as a comprehensive body of regulations governing the operation of the City water system, and shall supersede and have priority over any and all informal practices or policies of the City, whether in written form or otherwise.

Sec. 13-2. Definitions.

As used in this Chapter, unless the context clearly indicates otherwise, the words defined below shall have the respective meanings set forth for them:

Active or activated. When referring to a tap, a tap for which the customer has paid all fees and has the legal authorization to connect to and use the City water system for service to the licensed premises, and for which the physical connection to the City water system has been made and approved by the City. An active tap is being charged the fixed monthly service fee, even if it is not actually taking water so as to incur any volumetric component of the applicable monthly rate. Stub-ins shall not be considered activated taps.

Actual costs. All direct and indirect costs attributable to any project or undertaking. Actual costs to the City shall include its engineering, legal, labor, material, equipment, administrative and overhead expenses, and all direct payments to third parties, at cost.

City. The City of Central, Colorado, acting by and through its employees, agents, officers, directors, insurers and professional consultants.

City system or City water system. The plant, facilities, supplies, systems, water rights, assets and appurtenant property rights owned by the City which are used and useful for the furnishing of water service.

Contractor. Any person who performs any work, either for himself, herself or another, on any water facilities, public or private, within the City, including all subcontractors, agents, employees, officers and other representatives of such person.

Customer or owner. Any person who, whether solely or with others, owns real property which receives or is eligible to receive water service from the City. When property is owned by more than one (1) person, the term includes all owners thereof. As used in these rules and regulations, the term shall apply to such person only in connection with his or her ownership of any specific parcel of real property involved in any specific matter governed by this Chapter.

Design standards. The technical specifications and design and engineering standards, as now or hereafter constituted, adopted by the City Council, which prescribe the minimum technical standards and related requirements for the design, installation, construction, operation, use, maintenance, repair and replacement of water facilities within the City.

Facility. A component part of the City water system.

License. The written authority to make a tap for water service.

Licensed premises or premises. The land area and improvements thereto to which water service is limited under any particular license.

Main. Those City-owned pipes and appurtenant facilities used for distributing water along public streets, easements or rights-of-way deeded or licensed to the City.

Main extension. The construction of retail facilities of any kind whatsoever, wherever located, or the facilities themselves, including replacements and enlargements, which are designed and intended to serve particular local areas or land development, and which are intended to become or have become a part of the City water system upon acceptance by the City.

Meter. A device, appropriate to the premises serviced, installed to measure the amount of water passing through it, with an accuracy of between ninety-five percent (95%) and one hundred one percent (101%) of actual quantities delivered.

Person. Includes associations, corporations, firms, partnerships and bodies politic and corporate, as well as individuals.

Record or as-built drawings. A separate set of full-scale construction plans marked to indicate completely and accurately the field-installed condition of facility construction in progress or completed.

Retail facilities. City-owned water facilities, of any kind whatever and wherever located, which serve a particular portion of the City's service area in which property owned or being developed by the owner is located; new retail facilities are designed, constructed and installed by and at the sole cost of the owner and are conveyed at no cost to the City for operation and maintenance. Water distribution mains, with appurtenances, are typical retail facilities.

Service lines. All water pipes, fittings and appurtenances owned by the customer, which convey water from the City's main to the plumbing of the licensed premises. The dividing point between the City system and privately owned service lines is the the saddle/corporation stop.

Stub-in. A connection to a water main made for the purpose of installing a water service line prior to the paving of streets. Such connection shall include fittings necessary to extend the service line to the valve at the property line. Stub-ins shall not be considered activated taps.

Tap. The physical connection to a City main which, together with the license for the same, provides water service to any licensed premises.

User. Any person who takes water from the City water system.

Sec. 13-3. City system.

(a) Ownership. The City exercises the responsibilities of full ownership of the existing City water system and shall only accept ownership responsibilities for additional facilities which have been formally conveyed to and accepted by the City.

(b) Operation and maintenance. The City operates, maintains, repairs and replaces the City water system. Such services include without limitation inspections of private premises to ensure compliance with this Chapter, in addition to periodic, systematic inspection and maintenance of City facilities. All inspections, observations, testing and reviews performed by the City are for the sole and exclusive benefit of the City. No liability shall attach to the City by reason of any inspections, observations, testing or reviews required or authorized by this Chapter or the design standards by reason of the issuance of any approval or permit for any work subject to the authority or jurisdiction of the City.

(c) Interconnections and cross-connections. No person shall connect any other water system to any component part of the City system, nor shall water from any other system be introduced or permitted to enter the City system, except with the express written approval of the City under written agreement approved by the City Council and the City Attorney. The City may immediately and without notice disconnect any unauthorized cross-connection or interconnection and charge the actual costs thereof to any person responsible therefor.

(d) Repair shut-offs. The City may, without notice and without liability to any person, suspend service or modify water pressure for the purpose of making repairs or extensions to the City system, for the purpose of making emergency repairs to the City system, or for other useful or necessary purposes.

Sec. 13-4. Extraterritorial service.

Nothing in this Chapter shall limit the City's ability to provide services outside its legal boundaries under such terms and conditions as the City Council may determine. No such service shall be extended except by written contract, which may be included within an annexation agreement. No such service will be construed to impose upon the City any obligation to provide additional service outside of its legal boundaries, nor shall the existence of such service constitute an offer by the City to serve outside of its boundaries generally. Except as expressly provided by contract in specific cases, the City has no obligation whatever to provide any service outside of its legal boundaries.

Sec. 13-5. Connection required.

(a) Requirement. Unless exempted by the City Council for good cause and in conformity with applicable statutes and regulations, all improvements requiring potable water shall be connected to the City system if City facilities are within two hundred feet (200') of the boundary of the parcel of property on which such improvements are located. Such connection shall be made or any necessary main extension commenced within sixty (60) days after written notice to the owner by the City, and any existing private water facilities shall thereupon be properly

emptied, cleaned, filled with sand or dirt, or otherwise disconnected in accordance with written instructions of the Public Works Department.

(b) Main extensions. The Public Works Department shall determine when main extensions are necessary. Necessary extensions shall extend to a point as determined by the Public Works Department.

(c) Exemptions. During the construction of any improvements, temporary toilet facilities may be used in accordance with the regulations of the Gilpin County Public Health Agency or of the Colorado Department of Public Health and Environment, but as soon as such improvement is connected to City facilities, such use shall be abandoned and all evidence of such use properly covered or disposed of.

Sec. 13-6. Other water systems prohibited.

(a) Supplies. No person shall furnish or supply treated water from any water system within the City except from the City water system.

(b) Use. No person shall take, use or consume any treated water within the City for any purpose from any water system other than the City water system.

*Division 2
Conditions of Service; Licenses*

Sec. 13-11. License required; application; penalty.

(a) License required; application. No person shall cause or permit any connection to any City facility without first obtaining a license therefor as provided in this Article. Any person who desires to obtain new service to property within the City, or within an approved extraterritorial area, shall make written application therefor at the office of the City Finance Department upon the approved tap application form and such other forms as may be prescribed and furnished by the City. Such person shall also furnish such additional information about the premises as may be required by the City to calculate the estimated demand of such premises upon the City water system.

(b) License; authority. The approved tap application form shall constitute authority for a license; however, no license shall be deemed to be granted until the premises are recorded as an active account in the City's water billing system following the date on which the tap and service line has been inspected and approved by the City in accordance with Section 13-16 of this Chapter. Until a license is granted and written notification of the same is provided to the licensee, no person shall take water from the City system at or from such premises, and any use of the City system by or at such premises shall be deemed an unauthorized connection.

(c) Unauthorized connection; penalty. Any person who makes, causes, permits, solicits, aids or abets any other person to make or cause any connection to the City system without a proper license therefor is subject to a civil penalty in an amount equal to twice the amount of the

plant investment fee for the connection made, calculated as provided in Section 13-141 of this Chapter, in addition to any plant investment fee regularly imposed pursuant thereto for the connection when the same is made in conformity with this Chapter.

Sec. 13-12. Approval standards; revocation.

(a) Approval standards. Upon a determination that all of the following conditions exist or have been met with respect to the application, the City shall issue its authority for a license for the service requested:

(1) The written application and information submitted therewith is accurate, complete and proper as to form.

(2) The person making application has the authority or consent to do so from the owner.

(3) All applicable fees and charges imposed by or through the City are paid at the time of application.

(4) The property proposed for service is within the legal boundaries of the City or another area authorized for service by the City Council.

(5) The main on which the tap will be made has been accepted by the City and all conditions necessary under this Chapter for conditional acceptance by the City of facilities used or useful to serve the tap exist at the time application for service is made. Prior acceptance of such facilities by the City does not conclusively establish that this requirement is met.

(6) The City system is adequate to serve the proposed tap.

(b) Conformity with City standards. Notwithstanding any other provision of this Chapter to the contrary, the City may terminate or withhold licenses or approvals for service from any facilities, public or private, which do not conform to this Chapter, the design standards or any plan approvals.

(c) Revocation. The City may revoke any license, before or after the tap is activated, upon a determination that the application therefor contained false or inaccurate information and, but for such misinformation, the application would have been denied when made.

Sec. 13-13. Expiration.

(a) Except as provided by written agreement approved by the City Council, every license shall expire eighteen (18) months after the date of its issue unless the tap is made and activated within that time. Each license may be once extended for up to an additional eighteen (18) months upon approval by the City Council.

(b) Any activated tap for which the service fee remains unpaid for twelve (12) months shall be considered expired.

(c) Any owner whose license or tap expires may reapply for a license, and said application will be considered a new application for service, subject to the conditions set forth in Section 13-12 above.

Sec. 13-14. Nontransferability of license.

Each license applies only to the premises identified thereon and is not deemed in any sense to be personal property. No license may be transferred from one (1) premises to another without the written approval of the City, but a license shall be deemed to follow any transfer or sale of the fee ownership of the licensed premises.

Sec. 13-15. Independent structures.

(a) Each independent structure requiring water service shall be individually licensed and metered and served by a separate tap and service line unless the City, in the exercise of its reasonable discretion, determines that other means are more suitable in the operation of the City water system. For the purposes of this Section, an independent structure shall include single family detached units, single family attached (townhome) units, and commercial, retail or office units. Any City authorization for more than one (1) structure on a common service line, meter or tap must be approved by written resolution of the City Council, signed by the Mayor, and must specifically identify all structures to be served by the common service line, meter or tap. Each independent structure shall be served by its own service line and tap, and no connection to the City water system shall be made by extending the service line from one (1) premises to another premises, unless City authorization is obtained as set forth above.

(b) All properties receiving service from a common service line, meter or tap, as authorized by Subsection (a) above shall provide for a curb stop box at the common service line, accessible to Public Works Department personnel, and provide for individual shutoff capability at each individual structure. This individual shutoff may be a curb stop box or other apparatus that is under the control of the owner, and said owner will bear full responsibility for turning the water on or off as necessary.

(c) Upon receipt of an order to cure any installation not conforming to this Section, the owner of any independent structure in violation of this section shall be responsible for all costs of disconnecting the owner's structure from the common service line and installing a separate service line and tap. Unless all affected owners agree otherwise in writing, the owner of that part of the licensed premises closest to the tap, following the route taken by the existing service line, shall be entitled to keep the original tap, and the owner of each other structure shall be required at his or her sole expense to obtain a new and separate license for his or her premises. However, said owner shall not be required to pay a plant investment fee when the only reason for the new tap is to cure a violation of this Section. Such arrangements shall be completed within sixty (60) days after the date of the order to cure. Any violation of this Section which continues after that

date shall be deemed an unauthorized tap or service connection to the City system and the penalty set forth in Section 13-11(c) shall apply.

Sec. 13-16. Installation of taps; fees.

(a) When a tap is to be made, the customer shall excavate the site of the tap as directed by the City and notify the City when such excavation is ready for the tap to be made. The tap shall be made by a contractor duly licensed in the City at the expense of the owner.

(b) When the tap has been made, the customer shall install the water service line from the tap to a point a minimum of five (5) feet downstream from the curb stop, normally located on the customer's property line. The customer shall notify the City when this installation is complete and ready for inspection. The City shall inspect such installation and approve the same when it conforms to the design standards.

(c) The customer shall notify the City not less than five (5) business days before the date of tapping to schedule a time for the City's tapping work, and again for inspection of the installation of piping and curb stop. The customer shall pay a fee for City tapping and inspection services furnished pursuant to this Section, one (1) fee for each service, including re-inspection fees to be imposed if the site is not ready for the tap to be made or if any customer installation fails to pass an inspection, in an amount set forth in the City's fee schedule.

(d) Record drawing. The customer shall supply the City with a record drawing of the installation within two (2) weeks after the tap has been completed, showing the location of the tap, service line and curb stop box.

Sec. 13-17. Reconveyance of easements.

As a condition of continued service to any licensed premises, the owner of such premises shall, to the extent of the owner's legal ability, upon written request by the City, reconvey at no cost to the City any and all easements or other property interests covering City facilities used or useful to serve such premises which may have been lost due to the foreclosure of any senior lien of any description, by the failure of any description, or by the failure of the City's title thereto for any other reason.

Sec. 13-18. Redevelopment; consolidation of taps.

Whenever the customer desires to eliminate two (2) or more existing taps serving the site of a future project containing one (1) or more new buildings, the transferability of existing taps and credits for City plant investment fees to the new project shall be determined by the City on a case-by-case basis.

Sec. 13-19. Owner-initiated suspension of service.

On the written request of an owner, the City may suspend service to the owner's premises, provided that they are not occupied by persons other than the owner at the time the request is

made. On the effective date of such suspension, the City shall physically interrupt water service to the premises and shall not restore such service until requested in writing by the owner. During the suspension period, no person shall take water from the City system at or from such premises, and any use of the City water system by or at such premises shall be deemed an unauthorized connection. During the suspension period, the rates charged to the premises for water service will be the current base rate for monthly residential service, as then set forth in the City's fee schedule. The assessment of non-consumption based fees and charges shall continue during any suspension period. The owner shall be liable for all fees and costs associated with the suspension, including without limitation the disconnection and reconnection fees set forth in the City's fee schedule.

Sec. 13-20. Sewer service requirement.

(a) As a condition of receiving water service from the City water system, an owner within the corporate limits of the City must connect to the Black Hawk-Central City Sanitation District (the "District") for sanitary sewer service. The terms of such connection shall be determined by the Board of Directors of the District and shall conform to the rules and regulations of the District.

(b) Under special circumstances, the requirement to connect to the District may be waived or postponed by the City upon written recommendation from the Board of Directors of the District.

(c) Written notice setting forth the recommendations of the District and compliance therewith by the owner shall be received by the City prior to physical connection to the City water system by the owner.

*Division 3
Main Extensions*

Sec. 13-31. Required.

Any owner subject to a notice to connect issued pursuant to Section 13-5 of this Chapter or who desires water service shall, at the owner's sole cost and expense, design, construct and install all new main extensions, including without limitation frontage extensions, reasonably required by the City to serve the owner's property. All such work shall be in conformity with and subject to the City's Comprehensive Plan, this Chapter, the design standards and City approval. In accordance with the provisions of this Chapter, the owner shall, at no cost to the City, convey to the City all main extensions constructed by the owner.

Sec. 13-32. Approval required, improvements agreement.

No owner shall commence any construction of a main extension without the prior written approval of the City. If required by the City, the owner shall enter into a written improvements agreement with the City setting forth any or all terms and conditions applicable to the main extension.

Sec. 13-33. Plan review and approval.

No construction of any main extension shall begin until after the plans and design therefor have been reviewed and approved by the City as conforming with the City's Comprehensive Plan, this Chapter, the design standards and any other applicable standards, and until a preconstruction meeting has been held between the owner, the owner's contractor that will be performing work on the City water system, the Public Works Director, and other City staff as necessary. The City shall inform the owner in writing of the reasons for any disapproval of the plans and design. Upon approval of the plans and design by the City, the City will schedule the preconstruction meeting.

Sec. 13-34. Construction observation.

The owner shall notify the City at least five (5) business days before commencing construction, and at any and all other times specified by the City in any plan approvals or otherwise, for observation, inspection or testing.

Sec. 13-35. Stop work orders.

(a) Order. The City may revoke any approval for work and issue a stop work order upon a determination that the owner or the owner's contractor has violated or is about to violate any condition of any plan approval, any provisions of this Chapter, any provision of this Code, or any other standard, specification, rule or regulation imposed by the City. A stop work order shall take effect immediately upon the entry thereof by the City and notice to the owner or the owner's contractor, and shall remain in full force and effect until rescinded in writing by the City.

(b) Effect. It is unlawful for any person to do any work in violation of the terms of any stop work order issued pursuant to this Section, except such as may be permitted by the City in order to render the construction site safe and secure.

Sec. 13-36. Location.

Main extensions shall be located only in easements deeded to the City, or in roads or streets which the City or the County has accepted for maintenance as a public right-of-way.

Sec. 13-37. Deeded easements.

Deeded easements necessary to cover main extensions not located in public rights-of-way shall be granted at no cost by the owner to the City at such time and upon such terms as the City may reasonably require. To facilitate the City's preparation of appropriate easements or other appropriate instruments of conveyance, the property owner shall comply with the following minimum requirements:

(1) Legal description. The owner shall furnish the City with a legal description of all easement parcels to be granted by any conveyance instrument, consisting of a printed legal

description, certified by a land surveyor registered in the State, and an accurate survey drawing of each parcel, including north arrow and scale, tying each parcel to a survey land corner or corner of a platted parcel of land.

(2) Evidence of title. The owner shall furnish suitable evidence of title, consisting of a commitment for or a title insurance policy, a subdivision certificate or a written ownership and encumbrance report, dated within thirty (30) days before the date of submission to the City. Evidence of title must show all current mortgages, deeds of trust, liens and other encumbrances against the easement parcels to be conveyed to the City. The City may require reasonable evidence of the authority of the individual executing the conveyance instrument to bind the owner thereto.

(3) Release of encumbrances. The City may require a properly executed and acknowledged release or other suitable instrument to exempt an easement parcel from prior liens or encumbrances. If such is required, the City will not accept the main extensions or other facilities for maintenance until it receives all required releases. The City reserves the right to require additional or supplemental evidence of title after the release is recorded.

Sec. 13-38. Easement acquisition costs.

The owner shall be responsible for and shall pay all costs and expenses of whatever kind associated with the acquisition and approval of all easements required by this Article. These expenses may include those associated with eminent domain proceedings if required; however, this Section shall not be construed as imposing any obligation whatsoever upon the City to commence or prosecute any such action.

Sec. 13-39. City main extensions.

Notwithstanding any of the foregoing, the City reserves the right to extend water mains in any case in which it determines that such action may be in the best interests of the City and its constituents, upon such terms and conditions as the City Council may reasonably determine.

*Division 4
Fees and Charges*

Sec. 13-51. Purpose and liability.

(a) Purpose. The purpose of the fees and charges authorized by this Chapter is to cover the costs of constructing, operating, administering, maintaining, repairing, replacing and expanding the City water system, including the repayment of debt and funding of reasonable reserves to accomplish any or all of said purposes, and for contingencies. The water system is operated through the City's Water Fund, which is an enterprise fund of the City. User fees and charges are set and established at a level designed to cover the costs associated with the City water system, as set forth above.

(b) Liability. The fees and charges provided in this Chapter are the personal, joint and several obligation of the owner of the property for which service is furnished or the charge made, but the full amount of any such fees and charges shall also be a perpetual lien against such property. The City assumes no responsibility for any agreement made between owners and tenants, regardless of how made and regardless of whether the City has notice thereof. Notwithstanding the foregoing, however, any system or plan review, observation, inspection, disconnection or reconnection fee shall also be the personal obligation of any person who orders or requests the City to perform such work, even though such person may have acted in a representative capacity when doing so.

(c) Current owner address. Each owner shall be required to provide the City Finance Department with the owner's current mailing address, whether within or without the City. Unless otherwise set forth in this Chapter to the contrary, all fees and charges related to the provision of water service to a licensed premises shall remain the personal, joint and several obligation of the owner of the property for which service is furnished.

Sec. 13-52. System review fee.

Any person who requests the City to review the feasibility, costs and methods of City service to a new development shall pay all of the actual costs incurred by the City to perform such review. If required by the City, the person requesting the review shall deposit an amount reasonably estimated by the City to cover said costs when the request for review is made. The City need not perform or continue any review services for such person without an adequate amount to pay the costs thereof being on deposit. Any unused portion of the deposit will be refunded, and any deficit will be invoiced to the person liable therefor within forty-five (45) days after the review is completed or terminated.

Sec. 13-53. Disconnection and reconnection fees.

Whenever any service is physically disconnected, interrupted or reconnected by the City for any reason, the customer or any other person liable therefor shall pay a fee in an amount set forth in the City's fee schedule.

Sec. 13-54. Plan review fee.

Whenever any provision of this Chapter requires City review of plans and design, the person liable therefor shall reimburse the actual cost incurred by the City for such plan review within thirty (30) days following the date on which the City mails or otherwise delivers the invoice. At the time the plans or designs are presented, the person requiring such plan review shall deposit with the City an amount reasonably estimated by the City to cover said costs when the request for review is made. If an additional deposit becomes necessary in order to cover the estimated actual cost of the plan review, the City may estimate an additional amount required for deposit and collect the same from the person requiring the plan review before incurring plan review costs in excess of amounts already deposited. Any unused portion of the deposit will be refunded to the person who paid the same within forty-five (45) days of completion of the plan review. Any

deficit will be invoiced to and paid by the person requesting the plan review within thirty (30) days of the date on which the City mails or otherwise delivers the invoice.

Sec. 13-55. Inspection and observation fees.

Whenever any provision of the design standards or this Chapter requires or provides for observation or inspections of any kind by the City, the person liable therefor shall reimburse the actual costs incurred by the City for such observation or inspection within thirty (30) days following the date on which the City mails or otherwise delivers the invoice. If required by the City, the person requesting or needing the observation shall deposit an amount reasonably estimated by the City to cover said costs when the request for inspection or observation is made. Any unused portion of the deposit will be refunded, and any deficit will be invoiced to the person liable therefor within forty-five (45) days after the observation. Any deficit will be invoiced to and paid by the person requesting the observation or inspection within thirty (30) days of the date on which the City mails or otherwise delivers the invoice.

Sec. 13-56. Cure charges.

Whenever the City cures any defect, deficiency, nonconformity or violation as provided in this Chapter, any person who is responsible under this Chapter to cure such condition, or whose act or omission resulted in the necessity for the curative action, shall be liable and obligated to reimburse the actual costs incurred by the City for such undertaking.

Sec. 13-57. Civil fines pass-through.

Any person who, by act or omission, causes the City to incur any fine or penalty assessment imposed by state or federal authorities shall be fully liable to the City for the total amount of the fine so assessed.

Sec. 13-58. Billing; late charges and interest; collection.

(a) Water rates and charges imposed and established in this Chapter, together with any other charges provided elsewhere in this Code to be invoiced with water rates, shall be billed monthly, in arrears. Charges or fees for disconnection, reconnection, and owner-initiated meter reads imposed under this Chapter shall be invoiced on the first statement following completion of the work, and shall thereupon be deemed for all purposes to be charges for water service. If payment in full is not received by the City on or before twentieth (20th) day of the month in which the charges were billed, they shall be deemed delinquent.

(b) All accounts for water shall be kept in the name of the owner of the property and the owner or his or her legal authorized agent shall be held responsible for water bills.

(c) As set forth in Subsection (a), all water bills shall be due on or before the twentieth (20th) calendar day of the month in which the bill for water service is mailed. A check (including bank drafts and other forms of non-cash payment) for the amount due will be accepted but will not be credited until the check has cleared the bank and the amount is credited to the

City's account. If any check presented to the City for payment of fees and charges is returned from the bank as a result of no payment due to insufficient funds or any other reason, such check amount shall be collected, together with an administrative processing charge in an amount set forth in the City's fee schedule, in the same manner as provided in Subsection (d) of this Section.

(d) Delinquencies, penalties and collection. Any bill not paid in full on or before the twentieth (20th) calendar day of the month in which the City has prepared and mailed the bill shall be deemed delinquent. The City Manager may, in his or her sole discretion and upon written request of the delinquent account holder showing good cause, waive all or part of any penalty imposed hereunder for failure to timely pay any water bill. In the event an account is delinquent, the City may initiate the following late fee, interest and collection procedures:

(1) The City shall assess interest on any delinquent amounts on a monthly basis in the amount of one percent (1.0%) per month or twelve percent (12%) per annum.

(2) Thirty (30) days delinquent. The City shall assess a late fee equivalent to ten percent (10%) of the delinquent bill amount and shall mail, by regular mail, to the owner at his or her billing address, a notice of delinquency. The notice shall notify the property owner that he or she has thirty (30) days from the date of said notice to pay the total amount due, including accumulated charges, fees and interest, in full, in cash or certified funds.

(3) Sixty (60) days delinquent. If the delinquency and all accumulated charges are not paid in full within thirty (30) days of the date of notice provided under subparagraph (2) above (sixty (60) or more days delinquent from the original due date), the City shall assess a late fee equivalent to twenty percent (20%) of the delinquent bill amount and shall send a certified letter for the total amount due, including all accumulated charges, fees and interest. The certified letter shall notify the owner that the owner has thirty (30) days from the date of the letter to pay the total amount due, in full, in cash or certified funds.

(4) Ninety (90) days delinquent. If the delinquency and all accumulated charges are not paid in full within thirty (30) days of the date of the certified letter provided under subparagraph (3) above (ninety (90) or more days delinquent from the original due date), the City shall assess an additional administrative fee in an amount set forth in the City fee schedule in addition to all accrued interest authorized under subparagraph (1) and the late fees authorized by subparagraphs (2) and (3).

(5) At any time after an account becomes delinquent for sixty (60) days or more, the City may terminate water service to the property. The City Finance Department shall send by regular mail to the owner of the property a notice advising that, if full payment is not received by a specified date, said date to be not less than ten (10) days after the mailing date of the letter, a City employee shall personally deliver to the property a red tag, said tag to be fastened to an entrance of the premises. The red tag shall demand full payment of the delinquent bill within two (2) business days following the date of delivery of the red tag. If payment is not received by the

specified date, water service may be terminated and, if terminated, shall not be reinstated until payment of all outstanding amounts due have been paid to the City, including the billed amounts for service and usage and all accrued interest and late fees, and including the termination fee and the reconnection fee, in the amounts set forth in the City fee schedule. The mailed notice shall specify when the owner or customer may appear before the City Finance Director or his or her designee to contest the alleged delinquency. If payment is not made within the time specified in the red tag and if the termination or collection procedure is not stopped by the City Finance Director as provided below, water service to the property may be terminated and remain terminated until all applicable fees and charges have been paid. Unless a previous check has been returned as a result of insufficient funds, a check for the amount due will be accepted but will not be credited until the check has cleared the bank and the amount is credited to the City's account.

(6) The rates and charges due and unpaid including any penalties authorized hereunder, as well as an administrative fee for recording a lien in an amount as set forth in the City fee schedule, may be certified by the City to the Board of County Commissioners of the County of Gilpin and, until paid, shall constitute a lien against the served property for all delinquent fees, charges, interest and penalties. All such amounts due constitute a lien which is prior and superior to all other liens, claims, titles and encumbrances, whether prior in time or not, and shall remain a lien on the property from the date such fees are delinquent until the same are paid. The failure of the City to record such lien with the County shall not affect the validity or enforceability of the City's statutory lien rights or any other remedies the City may have to collect the amounts due and owing. The property owner shall be liable for all water services furnished and fees and charges for said property. The lien against the property or liability against the owner may be enforced by the City by action of law or an action to enforce the lien. The City shall in no event be required to look to any person other than the owner of the licensed premises served by the water system.

(7) The owner or other person liable for such fees and charges shall also be obligated to pay any and all costs of collection, including reasonable attorneys' fees and court costs, actually incurred by the City

(8) If the owner or customer of the delinquent premises appears before the City Finance Director and presents evidence satisfactory to the City Finance Director that the alleged delinquency is erroneous, the City Finance Director or his or her designee shall have the authority to stop all procedures that may have been initiated for the termination of services or collection of delinquent amounts. The decision of the City Finance Director shall be final and shall be put in a written, dated format.

(9) No error or mistake in City records or billings, past or present, shall constitute an estoppel or waiver or otherwise prevent the City from billing, collecting or enforcing the correct amount of any amount owed.

(10) No change in ownership or occupancy shall affect the application of this Section or any of the provisions of this Section, and the failure of any owner to learn that he or she purchased any property against which a lien for water service exists shall in no way affect the lien against any property for such payment in full or be the basis for any claim of any kind whatsoever against the City for refusing to turn on water service until all charges authorized hereunder are paid in full.

(11) Record of payments. The City will maintain records of all water fees and charges paid and an up-to-date record of delinquent charges, in accordance with accepted accounting procedures.

(e) Charges or fees for plan review, construction observation, repair and cure of defects shall be invoiced separately within forty-five (45) days following the completion of the work and shall thereupon be deemed for all purposes to be charges for water service. If payment in full is not received by the City within thirty (30) days of the invoice date, the City shall follow the late fee, interest and collection procedures set forth in Subsection (d) above.

(f) If any owner's account is delinquent three (3) times or more during the preceding twelve (12) month period, the City shall follow the late fee, interest and collection procedures set forth in Subsection (d) above, except that at any time after the habitually delinquent account becomes delinquent for ten (10) days or more, the City may terminate water service to the property, notwithstanding the time period set forth in Subsection (d)(5) above.

(g) Any and all monies received by the City as payment for City water system charges shall be applied first to delinquent amounts for domestic water service, and then to current amounts for domestic water service, in the order stated, the term *charges* to include penalties where applicable.

(h) If utility charges are delinquent for a period of twelve (12) months or more, the City may, in accordance with Section 13-13(b) of this Chapter, consider the tap abandoned and the license expired. Any owner whose license or tap expires may reapply for a license, and said application will be considered a new application for service subject to the conditions set forth in Section 13-12 of this Chapter. Any owner whose tap is abandoned shall be required to apply for a tap abandonment permit as required by Section 13-111(e) of this Chapter.

(i) In addition to and without waiving any other available remedies, the City may also certify any and all delinquent charges imposed pursuant to this Chapter, together with penalties and accrued interest, to the County Treasurer, to be collected in the same manner as are general taxes.

Sec. 13-59. Withholding approval and permits.

Notwithstanding any provision of this Chapter to the contrary, the City may withhold permits, approvals or other authorizations from any person until all sums then due to the City from such person pursuant to this Chapter are paid in full.

Division 5
Administration and Enforcement

Sec. 13-81. Prohibited acts.

It is unlawful for any person to cause, attempt to cause, permit, solicit, aid or abet any other person to cause or attempt to cause, by act or omission, any of the following:

- (1) Fail or refuse to comply with any requirement imposed in this Chapter.
- (2) Make any connection to any City facility without a required license or permit.
- (3) Take or use water from the City system without a valid license or permit therefor, including the taking or use of water from a licensed premises for service to any premises not covered by the license.
- (4) Take or use water from the City system in violation of the terms of any license or permit, including the supplying of water from a licensed premises for service to any other premises not covered by the license.
- (5) Supply, take or use treated water within the City from any water system other than the City system.
- (6) Cause or allow the escape of water from the City system in such a way that such water is wasted or lost to beneficial use.
- (7) Take or use water from the City system in violation of any order of the City relating to the curtailment or conservation of water.
- (8) Make any physical connection between the City system and any other water system without the written approval of the City.
- (9) Take, use or consume any water from the City system in violation of a suspension or termination order under this Chapter.
- (10) Open or enter into any City facility without City authorization.
- (11) Construct, install or place any structures or improvements of any kind, surface or subsurface, temporary or permanent, or plant any tree, woody plant or nursery stock of any kind within the boundaries of any City easement in violation of the terms or conditions of such easement without express written authorization from the City. For the purposes of this provision, the term *structures* includes but is not necessarily limited to improved walkways, roads, curbs, gutters, sprinkling systems, other utility facilities including those for cable TV, satellite TV, fences, walls, pools, ponds, water features, athletic playing fields or courts, and any and all earthen improvements such as berms and grades providing lateral support to any

building or other structure, whether or not such structure is itself within the boundaries of the right-of-way or easement.

(12) Interfere with employees or agents of the City in the performance of their duties.

(13) Bypass, break, damage, destroy, remove, uncover, alter, deface or otherwise tamper with any portion of the City system, any backflow prevention device or any meter whose purpose is to measure water flows.

(14) Perform any act that obstructs or is reasonably likely to obstruct the flow of water in the City system.

(15) Make or file with the City any statement, report or application while knowing or having reasonable cause to know the same is false or substantially inaccurate; or omitting any material fact in connection with such statement, report or application when the omission leaves the remainder of the information given misleading or substantially inaccurate.

(16) Remove, conceal, deface, damage or destroy, without authorization, any written notice or order posted, delivered or issued by the City, including without limitation stop work orders, suspension or termination orders and cure orders.

Sec. 13-82. City agents and representatives.

Employees or agents of the City designated by the City Council shall have full authority to act for and on behalf of the City in any matter affecting the administration or enforcement of this Chapter.

Sec. 13-83. Right of entry.

Duly authorized representatives of the City, bearing proper credentials and identification, shall be permitted to enter upon all property at reasonable times for the purpose of inspecting, observing, measuring, sampling and testing in connection with the enforcement and administration of this Chapter, and for the performance of any duty or function authorized to or required of the City pursuant to this Chapter.

Sec. 13-84. Suspension or termination of service.

In addition to and without waiving any other available remedy, the City shall have and may exercise the right to suspend or terminate service to any property where or as to which a violation of this Chapter, or of any license, permit, approved plans or applicable contract occurs or continues, in accordance with the following:

(a) Termination or suspension. The City may immediately terminate service upon revocation of any license or permit or upon a violation of Section 13-112(b) of this Chapter, and may proceed to suspend service when such suspension is necessary to stop or prevent an imminent or substantial endangerment to the health or welfare of persons or to the environment,

or interference with or damage to City facilities, or when suspension is necessary to stop or prevent any use or escape of water which presents or may present a risk of substantial loss of water or any imminent and substantial endangerment to the property, health or welfare of any person. The City shall not suspend or terminate the service of any customer for non-payment of any sum due for water service except upon compliance with Section 13-58(d) above. Assessment of non-consumption based fees and charges will continue during any suspension period.

(b) Reinstatement of suspended service. Any suspension shall be rescinded by the City upon a determination that the deficiency forming the basis for such suspension has been cured and that no further or other nonconforming conditions or uses of the City system are evident on the property. The City shall not reinstate service until the person requesting reinstatement has paid the full amount of any applicable disconnection and reconnection charges imposed under Section 13-53 above, all actual costs incurred by the City in the process of suspending and reinstating service, and any and all other amounts then due to the City from such person pursuant to this Chapter.

Sec. 13-85. Cure of violations.

(a) Order to cure. If the City determines that any facilities are not in conformity with this Chapter, the design standards or any plan approval, or that the terms of any easement or other agreement between the City and a customer are being violated, it may give written notice thereof to the customer at the service address or any other address for such person known to the City. Such notice to cure shall specify the nonconformity, direct the customer at the customer's cost to perform specified curative work and specify the period of time determined by the City to be reasonably necessary for completion of the curative work.

(b) City cure at customer's cost. If the customer fails within the period specified in the written notice to proceed to cure the nonconformity stated therein, the City may, in addition to and without waiving any other remedy, perform the work and charge the customer for its actual costs incurred in connection therewith.

Sec. 13-86. Appeals.

(a) Any orders, directives or decisions of City employees or agents relating to the administration or enforcement of this Chapter may be appealed in writing to the City Manager within ten (10) days after the effective date of the order, directive or decision.

(b) In order for the City Manager to agree to hear the appeal, the notice of appeal must sufficiently demonstrate that the order, directive or decision of a City employee or agent relating to this Chapter involves an erroneous interpretation of this Chapter.

(c) The City Manager shall have fifteen (15) days following the date on which the written notice of appeal is filed to determine whether the notice of appeal establishes the required grounds for appeal. If the City Manager determines the notice of appeal does not establish the required grounds for appeal, the City Manager shall reject the appeal and inform the person

appealing the order, directive or decision of the City employee or agent that such order, directive or decision is the final decision of the City. The City Manager will notify the appellant in writing if the appeal is accepted.

(d) Nonpayment appeal. If the matter involves a proposed suspension or termination of water service for non-payment of fees or charges due, water service will be reinstated while the appeal is pending if the owner or authorized agent deposits one hundred percent (100%) of all amounts then outstanding on the owner's account with the City Finance Department and pays current bills. If no such deposit is made to the City Finance Department, service may be suspended or terminated.

(e) City Manager's decision. If the City Manager accepts the appeal, the City Manager shall have thirty (30) days after conclusion of the appeal hearing to enter a written order affirming, reversing or modifying the previous order, directive or decision of the City employees or agents, and shall inform the appellant of the order by U.S. mail. If the City Manager's decision involves a suspension or termination of water service for non-payment of fees or charges due, and the decision is against the appellant, the Finance Department shall be specifically authorized to use the funds on deposit with the City under Subsection (d) above to cure any and all deficiencies on the account. Any portion of the deposit due to be returned to the owner or appellant, if any, shall be returned by the City to the owner or appellant within thirty (30) days following the date of the City Manager's written decision.

Sec. 13-87. Civil damages.

In addition to and without waiving any other available remedy, the City may recover civil damages from any person liable to the City under the laws of the United States, the state, or the City as a result of any violation of this Chapter or other unlawful act or omission. Such damages shall include the City's actual costs of discovering, investigating, curing, mitigating and repairing the consequences of such violation or other unlawful acts or omissions.

Sec. 13-88. Injunctive relief.

In addition to and without waiving any other available remedy, the City may seek injunctive relief from any act or omission which violates this Chapter or which otherwise jeopardizes the property or health of any person, including the City.

Sec. 13-89. Remedies cumulative.

The remedies available to the City under this Chapter and under state law shall be deemed cumulative, and the utilization by the City of any single such remedy or combination thereof shall not preclude the City from utilizing any other remedy or combination thereof.

ARTICLE II Water System Regulations

Division 1 General

Sec. 13-101. Incorporation of standards by reference.

Water service furnished by the City is subject to the provisions of the Federal Safe Drinking Water Act, and regulations promulgated pursuant thereto, as they exist as of the effective date of these rules and regulations and as subsequently amended from time to time. To the extent that these or similar standards are imposed, administered and enforced in Colorado by the state pursuant to the Colorado Primary Drinking Water Regulations (5 CCR § 1003-1 *et seq.*), water service furnished by the City shall be subject to those provisions as they exist as of the effective date of these rules and regulations and as subsequently amended from time to time. Such provisions are incorporated into this Chapter by reference in all particulars, and made a part hereof as if set forth herein verbatim to the extent that such provisions may apply to or affect the design, construction, installation, operation, maintenance or use of the City system.

Division 2 User Requirements

Sec. 13-111. Service lines.

(a) Construction. Separate and independent service lines, together with the tap and the extension from it to the water meter, shall be designed, installed and constructed by the customer at the customer's sole cost and expense for every improvement requiring water service. Such service lines and any other water facilities located on the licensed premises shall be designed in accordance with the design standards and shall be installed and constructed in accordance with plans and designs approved by the City.

(b) Ownership, maintenance. Service lines are owned solely by the customer. Subject only to the provisions of Section 13-112 below, the customer shall be exclusively responsible for maintaining, repairing and replacing all plumbing fixtures, water-using appliances and pipes, including the service line, on the customer's side of the curb stop box. The customer shall cause any and all leaks or other nonconformities in the customer's privately owned facilities to be repaired promptly at the customer's sole expense. The customer shall further ensure that the meter pit or curb stop box and the water shut off from the main on the customer's service line is free from any materials which may obstruct or hinder access thereto by authorized personnel. The City may repair or otherwise cure any violation of this Subsection and charge the customer the costs thereof as provided in this Chapter, but nothing in this Section shall obligate the City to effect any repairs or curative work on the customer's service line.

(c) City relocation. When proper management, operation or maintenance of the City water system requires, the City may relocate, adjust, repair or replace the service line and fittings

through which a customer receives water service, at the City's expense. All service lines and fittings so relocated shall become the property of the customer when installed.

(d) Responsibility for damage. The City is not responsible or liable for damage from any cause whatsoever to privately owned piping, fixtures and water-using appliances, and no customer is entitled to reimbursement for damages or payment of refunds by reason of pressure changes or stoppage of the flow of water through the City system. The protection of water-using devices and systems which require limited or sustained water pressure or a continual water supply is the sole and exclusive responsibility of the owner, and the owner shall provide suitable protection devices for such apparatus at the owner's sole cost and expense. Further, the customer shall be solely responsible for all damage to persons or property resulting from leaks on the customer's service line or from any apparatus owned by the customer.

(e) Abandonment. No person shall abandon any service line or connection without first obtaining a written permit therefor. The customer shall, at the customer's sole cost, uncover the service line and effectively seal the service line or connection with a plug as directed by the City.

Sec. 13-112. Water meters.

(a) Requirement. Every licensed premises shall be required to have a water meter of a size, type and quality approved by the City to be read for billing purposes. Such meter shall be owned by the owner. For existing premises without water meters as of December 31, 2010, the cost of the meter shall be borne equally by the City and the owner pursuant to a City adopted cost-sharing policy; installation shall be performed by the City at the City's expense. For existing non-residential premises without water meters as of December 31, 2010, the cost of the meter shall be borne by the owner and installation shall be performed by the City at the owner's expense. All new premises after December 31, 2010 shall be required to install water meters of a size, type and quality approved by the City at the owner's expense. Removal of water meters shall be performed only by the City.

(b) City access to property. An owner shall allow the City access to the owner's property for meter installation, inspection and maintenance, or replacement upon seventy two (72) hours advance written notice by the City. The City may terminate water service to a property in accordance with Section 13-84 of this Chapter if the owner refuses access or otherwise fails to cooperate with respect to meter installation, inspection and maintenance, or replacement.

(c) Location. All meters shall be located as provided in the design standards.

(d) Maintenance. In order to provide for the accurate measurement of water through each meter, the City maintains all meters which are read for billing purposes against ordinary wear and tear. Meters in need of maintenance, testing or replacement because of obsolescence or normal wear and tear will be removed and replaced with a properly maintained and tested meter of corresponding size and type. The cost of meter repair or testing, as well as the purchase of replacement meters, shall be borne entirely by the owner. Installation, removal and associated costs shall be borne entirely by the owner.

(e) Damage. The customer shall be financially responsible for any damage to or loss of the meter caused by vandalism, malicious mischief, theft, freezing, hot water, tampering, casualty other than ordinary wear and tear, or any willful act, neglect or carelessness of the owner or occupant of the licensed premises. When a meter has been damaged as a result of any of such causes, the customer shall bear the entire expense of removing, repairing, resetting and replacing the customer's meter.

(f) Relocation. When required for the proper management, operation or maintenance of the City system, the City may, at its expense, relocate meters or modify meter settings.

(g) Tampering. All meters, meter pits, the curb stop box, and the water shut off from the main must be kept free of obstructions or any materials which may obstruct or hinder access thereto by authorized personnel. It shall be unlawful to tamper with, deface, remove, manipulate, alter or affect the functionality of a water meter or water shut off from the main.

(h) Annual inspection. Annual inspection of meters may be conducted by the City.

Sec. 13-113. Backflow prevention required.

(a) An approved backflow prevention assembly, appropriate to the degree of hazard, as more fully provided for below, shall be installed on each service line at the owner's expense, downstream from the meter where practicable, but in all cases upstream from the first branch line leading off the service line, wherever:

(1) Industrial fluids, process waters or other substances are handled on the premises in such a fashion as to create an actual or potential hazard to the public water system.

(2) The premises have:

(A) Internal cross-connections that cannot be permanently corrected or controlled;
or

(B) Plumbing and piping arrangements such that access to all portions of the premises is not readily available for inspection purposes, thus making it impractical or impossible to ascertain whether dangerous cross connections exist.

(3) The Public Works Director has given written notice to the owner to install an approved backflow prevention device or devices at the premises.

(b) The type of protective assembly required under Subsection (a) above shall be determined based upon the degree of hazard, in accordance with the system specifications.

(c) Failure by a customer to install, inspect, test or maintain any required backflow prevention assembly as required by this Section, or evidence that a required backflow prevention assembly has been unlawfully removed or bypassed or that an unprotected cross-connection

exists on the premises, shall constitute reasonable cause for exercise of any or all of the remedies provided under this Chapter, including without limitation the immediate suspension or termination of service to the premises.

(d) No provisions of this Article exempts the owner from the cross-connection control provisions for internal water distribution systems as contained in the International Plumbing Code, which has been adopted by reference in Chapter 18, Article III of this Code.

Sec. 13-114. Backflow prevention equipment requirements; evidence of approval/conformity.

Any backflow prevention assembly required by Section 13-113 above shall be a model and size approved by the City as having been manufactured in full conformance with the standards established by the latest version of the Colorado Department of Public Health and Environment Cross-Connection Control Manual, ASSE or USC FCCC & HR specifications, and the system specifications. Final approval of the backflow prevention assembly for each premises required to have such equipment shall be evidenced by a certificate of approval issued by an approved testing laboratory and the City.

Sec. 13-115. Inspections; testing.

(a) All newly installed backflow prevention assemblies shall be inspected and tested at the time of installation. At each premises where backflow prevention assemblies are installed, the customer shall have certified inspections and operational tests made at least once each year. In cases where the City determines the health hazard to be sufficiently great, certified inspections may be required at more frequent intervals.

(b) Inspections and tests shall be at the expense of the customer and shall be performed by the assembly manufacturer's representative, the City or a certified tester approved by the City. The customer shall notify the Public Works Department in advance when tests are to be undertaken in order to allow the tests to be witnessed by the customer and City representative. Backflow prevention assemblies shall be repaired, overhauled or replaced at the expense of the customer whenever said assemblies are found to be defective.

(c) Records of backflow prevention tests, repairs, overhauls and replacement shall be kept by and made available to the City.

Sec. 13-116. Applicability of backflow prevention regulations.

All backflow prevention assemblies installed that do not meet the requirements of Section 13-114 above but were approved for the purposes described herein at the time of installation and that have been properly maintained, shall, except for the inspection and maintenance requirements in Sections 13-114 and 13-115 above, be exempt from the requirements of said Sections so long as they will adequately protect the City water system. Whenever an existing assembly is moved from its location or requires more than the minimum maintenance, or when

the City determines that it is not performing adequately to protect against health hazards, the unit shall be replaced by an approved backflow prevention assembly.

Sec. 13-117. Water restrictions; violation; penalty.

(a) The City Council may by resolution or ordinance adopt, amend, impose and suspend water conservation and curtailment orders and other rules and regulations concerning the delivery and use of potable water within the City.

(b) A violation of any order, rule or regulation adopted pursuant to this Section shall constitute a prohibited act under this Code, subject to the general penalty provisions in Section 1-72 of this Code. Nothing herein shall be construed to prohibit the City from pursuing any additional remedy available under this Chapter or state or federal law in the case of such a violation.

Sec. 13-118. Hydrant Use and Water General.

(a) Authorized use. The only use for which water may be taken from hydrants without a permit is for the fighting of fires.

(b) Water to be used for purposes other than fighting fires such as construction water, temporary irrigation use, or out-of-city water hauling may be withdrawn from the City's Water General system after establishing an account to do so with the City Finance Department and prepaying the applicable fees. The rates for purchase of water from the Water General will be established by ordinance of the City Council and shall be included in the City's fee schedule. Any person withdrawing water from a hydrant or the Water General without the required written authorization, through tampering or otherwise, shall be subject to a fine of up to One Thousand Dollars (\$1,000.00), in addition to any other fees and penalties authorized by this Chapter. To the extent that the City may reasonably estimate the amount of water taken by a person illegally from a hydrant or the Water General, such person shall also pay three hundred percent (300%) of the normal applicable rate applicable to such water usage.

Sec. 13-119. Tap and meter sizing; increases.

(a) Sizing. The size of the meter shall be determined by the customer, subject to the approval of the City, provided that the size of the meter serving any premises shall not be larger than the size of the tap.

(b) Subsequent increases. An application for an increase in the size of any existing meter shall be treated as an application for new service to the extent of the increase. A customer who requests an increased service which is sufficiently large to require a main extension is subject to the provisions of this Code for both water and sewer facilities.

Sec. 13-120. Stub-in.

An agreement may be issued for a stub-in in order to allow the installation of a service line prior to the paving of streets. A stub-in shall include all fittings and pipe necessary to extend the service line to and including a valve at the property line. Use of water from a stub-in is prohibited, and any taking of water from a stub-in shall cause the agreement therefor to be canceled. The owner shall be required to execute a stub-in agreement upon a form provided by the City. Once a stub-in has been converted to a tap, it is no longer considered a stub-in. Stub-ins shall be valid only for a period of two (2) years from the date of application, after which, if the stub-in has not been converted to a tap, the agreement shall be canceled. Issuance of agreements under this Section does not guarantee that water service will be activated to the premises, nor shall it be construed to give any preference for activated service.

Sec. 13-121. Voluntary termination.

Any customer desiring to have water service terminated shall apply to the City for a cut-off permit. Upon approval thereof, the customer shall at the customer's sole expense physically disconnect the customer's service line from the main and plug the main as directed by the City. From and after the City's inspection and approval of the physical disconnection, the City shall not assess any service charges for the property so terminated. Any reinstatement of a service terminated pursuant to this Section shall be treated as an application for new service, except that if reinstatement takes place within eighteen (18) months after disconnection, credit shall be allowed against the then-current amount of the plant investment fee for the amount of the plant investment fee for service at the premises in effect at the time of termination.

Sec. 13-122. Test samples.

Any user desiring a sample and test of water taken from the City system for the purposes of determining metals content shall coordinate the same directly with the City's contractor and shall be solely responsible for paying all costs thereof.

Sec. 13-123. Fire protection.

The right to tap a City main or to take and use water from the City system for private fire protection service other than from a hydrant is granted only upon all of the following conditions:

(1) License. The owner has secured a license for such tap or service from the City and has paid an administrative fee in an amount set forth in the City's fee schedule.

(2) From service line. If the water for fire protection is to be supplied through the same service line through which water is supplied for other purposes for the licensed premises, the fire protection facilities shall include a meter and backflow prevention equipment conforming to the design standards, and shall be installed so as to prevent the use of water through such fire protection facilities for any purpose other than fighting fires.

(3) Adequacy of service. The City assumes no obligation or responsibility for adequacy of private fire protection service.

(4) Limited use. The only use for which water may be taken from private fire protection facilities under license is to extinguish fires. Any other use of water, except for routine testing, from such facilities shall be deemed unauthorized use of water for which a license for fire protection service may be suspended or terminated.

(5) Flow detection. Fire protection systems served by a service line dedicated to fire protection shall be equipped with a flow detection device and backflow prevention equipment as specified in the design standards.

Sec. 13-124. Yard hydrants.

No yard hydrant or standpipe will be allowed at any premises, with the exception of yard hydrants providing additional fire protection as required by building and fire codes. Any such existing yard hydrant must be abandoned upon written notification by the City.

Division 3 Fees and Charges

Sec. 13-141. Plant investment fee.

(a) For the purposes of defraying the costs of furnishing capital improvements and treatment capacity for the City system, there is hereby imposed a plant investment fee which shall be due and payable in full at the time application for a new license is made, or at such time as an increase in the tap size for the premises is determined. The amount of any additional plant investment fee due as a result of an increase in the tap size shall be calculated based on the then-current plant investment fee. The plant investment fee is in addition to any and all other fees and charges associated with the installation of a water service. The customer shall be required to obtain and pay the costs of all street cut and other permits, and to pay the costs of all plumbing, paving, inspection and other work and materials associated with making the tap.

(b) For all services, the plant investment fee shall be an amount set forth in the City's fee schedule. In accordance with Section 12.3 of the City's Home Rule Charter, the plant investment fee shall be established by Ordinance.

(c) When the only reason for the authorization of a new tap is to cure a violation of Section 13-15 of this Chapter, the plant investment fee associated with such tap shall be deemed to have been paid and shall not be charged to the applicant for such tap.

(d) Except as may otherwise be established by contract approved by the City Council, plant investment fees for premises outside the City limits shall be two hundred percent (200%) of the inside-City rates.

(e) If a license expires, the owner is entitled to a refund of the plant investment fee previously paid for the tap, less an administrative fee set forth in the City's fee schedule. Interest shall not be paid on expired license fees.

Sec. 13-142. Water rates and fees.

(a) The City shall from time to time set water rates and charges by Ordinance, as provided in Section 12.3 of the City's Home Rule Charter. All other fees imposed by this Chapter shall be adopted by resolution of City Council and included in the City's fee schedule. For the purposes of operating, maintaining, repairing and replacing the City water system, the rates and fees authorized by this Section are hereby imposed upon the persons and property liable therefor pursuant to this Chapter.

(b) Rates for premises whose characteristics are inconsistent or incompatible with the assumptions upon which the rates in Subsection (a) above are established shall be fixed by the City Council by Ordinance, in a fair, reasonable and nondiscriminatory manner, taking into account the burden imposed by such uses upon the City system, and shall become effective upon written notice to the customer. Any rates so fixed shall be subject to change at any time, in the discretion of the City Council.

(c) Except as may otherwise be established by contract approved by the City Council, rates for services outside the City limits shall be two hundred percent (200%) of the inside-City rates.

(d) If the City determines that the meter serving any premises has become inaccurate or has been bypassed or tampered with, or if a meter reading cannot be obtained due to obstruction or malfunction, the City shall adjust the billing account for that premises. In addition to the service charges, a penalty fee in an amount set forth in the City's fee schedule may be assessed and billed in each affected billing period. If such condition was caused by or resulted from willful or intentional bypassing, tampering or unauthorized metering as provided in Section 40-7.5-101 *et seq.*, C.R.S., as amended, the City may assess treble damages and collection costs as authorized by Section 40-7.5-102(2), C.R.S., as amended.

Sec. 13-143. Lost water charge.

Water losses attributed to service lines located between the curb stop box and the water meter, including but not limited to water losses attributable to service line freeze/breaks, broken irrigation lines, or inadequately protected service lines, will be estimated by the Public Works Department and the consumption charge therefor will be billed to the customer. Whenever the City, at the request of a customer, shuts off water at a premises in order to prevent additional or further water losses, a charge in an amount set forth in the City's fee schedule shall be assessed. Said estimation shall be made using the American Waterworks Association guidelines, or such other formulas as may be approved by the City.

Sec. 13-144. Owner-initiated meter read fee.

Whenever a meter read is taken at the request of the owner, a service charge in an amount set forth in the City's fee schedule will be assessed and invoiced on the first regular statement following the date of such reading. Such charges will be deemed for all purposes to be charges for water service.

Sec. 13-145. Utility rate relief policy.

Notwithstanding any provision of this Chapter, the City may adjust a customer's water bill under limited circumstances as provided in the City's existing senior citizen rate relief policy, or any other rate relief policy that may be adopted by Ordinance by the City Council. A copy of any rate relief policy currently in effect shall be maintained in the office of the City Clerk.

Section 2. Severability. Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance, the intention being that the various sections and provisions are severable.

Section 3. 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 4. 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 ____ day of _____, 2012, at Central City, Colorado.

CITY OF CENTRAL, COLORADO

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 ____ day of _____, 2012.

CITY OF CENTRAL, COLORADO

Ronald E. Engels, Mayor

ATTEST:

Reba Bechtel, City Clerk

POSTED IN FULL AND PUBLISHED BY TITLE AND SUMMARY in the Weekly Register Call newspaper on _____, 2012.

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

CITY OF CENTRAL, COLORADO

Ronald E. Engels, Mayor

ATTEST:

Reba Bechtel City Clerk



AGENDA ITEM # 8

CITY COUNCIL COMMUNICATION FORM

FROM: Alan Lanning, City Manager

DATE: 07/12/2012

ITEM: Wannamaker Ditch Agreement

NEXT STEP: Council Motion

ORDINANCE
 MOTION
 INFORMATION

I. **REQUEST OR ISSUE:** Approve the Wannamaker Ditch Agreement

II. **RECOMMENDED ACTION / NEXT STEP:**

Our recommendation is a Council motion to approve the attached Agreement.

III. **FISCAL IMPACTS:**

The total fiscal impact is \$5,000 annually, subject to potential CPI adjustment (likely 2% - 3% annually). Funds are available.

IV. **BACKGROUND INFORMATION:**

Since 1992 the City has owned senior water rights in both the Wannamaker Ditch and the Farmers' High Line Canal near Golden and has used augmentation stations on those ditches as part of its Water Court plan for augmentation. The two structures are owned by Coors, but are used by several municipalities and districts as well as Coors. In 2009, following the sale of Coors to Molson-Coors, Coors asked all parties using the facilities to execute new agreements reflecting

the change in ownership. The Agreements were on the same terms and conditions as the then existing agreements. Both new Agreements were approved by the City in April, 2009. However, the Wannamaker Agreement has been misplaced and Coors has requested the City re-execute it on the same terms to provide proper documentation. The action is to have the Mayor re-execute the Agreement that has been misplaced. There is no substantive change in the relationship. This is an important Agreement for the City's water system.

V. LEGAL ISSUES:

None.

VI. CONFLICTS OR ENVIRONMENTAL ISSUES:

None.

VII. SUMMARY AND ALTERNATIVES:

Council may take one of the following actions:

1. Approve the agreement as requested.
2. Reject the agreement as written.
3. Direct staff to pursue an alternative approach.

May 11, 2012

Mr. Stephen Williamson
813 Main Street
P.O. Box 850
Louisville, CO 80027

Re: Central City - Agreement Concerning Use of Wannamaker Augmentation Station

Dear Mr. Williamson:

This letter will set forth the agreement ("Agreement") between Coors Brewing Company a wholly owned subsidiary of Molson Coors Brewing Company ("MCBC") and City of Central, Colorado ("City") concerning the use by City of the CBC augmentation station located adjacent to the Wannamaker Ditch. The parties have agreed as follows:

1. As directed by City and its authorized agents from time to time, CBC agrees to make augmentation deliveries to Clear Creek of water owned by the City which is delivered through the Wannamaker Ditch. Deliveries will be made by MCBC's agents through the Wannamaker augmentation station located in Section 26, Township 3 South, Range 70 West of the 6th P.M., Jefferson County, Colorado on land owned by MillerCoors. City personnel shall have no right of access to MillerCoors' property in connection with this Agreement.
2. City will contact the MCBC's Manager of Water Resources Operations ("MCBC's Manager"), at 303-927-3687, and instruct him as to required deliveries.
3. MCBC's Manager will contact the Wannamaker Ditch Company as necessary to have their superintendent adjust the augmentation station headgate.
4. On a weekly basis, MCBC's Manager will provide the recorder chart from the augmentation station to the City and its authorized agents.
5. Upon request, the City shall have reasonable access to the augmentation station for inspection purposes during normal business hours and with advance notice to MCBC representatives, provided that at MCBC's option, the parties shall mutually schedule such access and MCBC shall accompany City personnel on-site.
6. The term of this Agreement shall be from January 1, 2012 and renew on each yearly anniversary, unless terminated as set forth herein, for so long as the augmentation station is in use by MCBC and functional, subject to the right of either party to terminate this Agreement without cause with sixty (60) days' prior written notice, or immediately for cause. Upon any termination by MCBC without cause, MCBC shall

refund a pro-rata amount of any pre-paid sums applicable to the unused portion of the term.

7. City shall pay to CBC the sum of \$ 5,000 in full payment for the use of the facilities and the delivery of the services contemplated above for the year 2012. The subsequent lease payments shall be made on or before March 31 of each year, for as long as this lease remains in effect.
8. The lease price shall escalate annually by the All Urban Consumers (CPI-U) for all items and the lease price shall be calculated based on the CPI change from January 1 of the preceding year to January 1 of the current year.
9. City shall be solely responsible for furnishing any monthly, annual or other reports to the water commissioner or his superiors.
10. City recognizes that its use of the augmentation station is on a capacity-available basis, and its entitlement to the use of such capacity is subordinate to the rights of MCBC.
11. MCBC agrees to operate the augmentation station in a responsible manner, but makes no representations or assurances to City with respect to water supply, water quality, absence of capacity, equipment failure or other circumstances beyond MCBC's reasonable control. In the event of interruption of service, MCBC agrees to refund the fee paid by City pro rata for the period of interruption.
12. MCBC shall not be liable to the City or any third party for any consequential, incidental, punitive, exemplary or special damages related to this agreement or the services provided hereunder, even if advised of their possible existence. MCBC's total liability arising out of or in connection with this agreement or the services provided hereunder shall not exceed fees paid to MCBC in the previous twelve (12)-month period. The limitations and disclaimers of liability set forth above shall apply regardless of whether the claim or cause of action arises out of breach of contract, warranty, tort (including negligence, failure to warn, or strict liability) or any other legal theory
13. Each party shall be excused from performance under this Agreement while and to the extent that it is unable to perform, for any cause beyond its reasonable control, except that payment obligations hereunder shall not be delayed or excused by reason of force majeure. In the event either party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement, then the party affected by force majeure shall give written notice with explanation to the other party immediately. If a force majeure cause extends beyond thirty (30) days, the other party shall have the right to terminate this Agreement.
14. Each party warrants that it has the full authority and power to enter into and perform under this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be amended or modified

except by a writing signed by both parties. If any provision of the Agreement is invalid under any statute or rule of law, such provision, to that extent only, shall be deemed to be omitted without affecting the validity of the remainder of the Agreement. This Agreement may be executed in counterparts that, when taken together, shall be deemed an original and constitute one and the same document. Facsimile transmission of executed signature pages shall be sufficient to bind the executing party.

15. This Agreement shall be deemed to have been made and accepted in Jefferson County, Colorado, and the laws of the State of Colorado shall govern any interpretations or constructions of the Agreement. Any arbitration, enforcement of an arbitration award or litigation shall be brought in District Court, Jefferson County, State of Colorado or the U.S. District Court for the District of Colorado, if appropriate, and each party submits to the exclusive jurisdiction of said courts and waives the right to change venue.

Please indicate your approval of the foregoing by signing below.

Sincerely,

Michael Glade, Director
Water Resources & Real Estate
Molson Coors Brewing Company

ACCEPTED AND AGREED TO:

Molson Coors Brewing Company

City of Central

By: Michael J. Glade
Title Director, Water Resources & Real
Estate
P.O. Box 4030, Mail Stop CC370
Golden, CO 80401
Telephone: (303) 927-3777

By _____
Title _____
P.O. Box 247
Central City, CO 80427
Telephone: _____

Dated: _____

Dated: _____



AGENDA ITEM # 9

CITY COUNCIL COMMUNICATION FORM

FROM: Reba Bechtel, City Clerk

DATE: July 17, 2012

ITEM: Resolution No. 12-11: A resolution of the City Council of the City of Central, Colorado approving an Intergovernmental Agreement between Gilpin County, by and through the Gilpin County Clerk and Recorder, and the City of Central regarding the conduct of a coordinated election.

NEXT STEP: Council Motion

ORDINANCE
 MOTION
 INFORMATION

- I. **REQUEST OR ISSUE:** The proposed resolution approves an IGA with Gilpin County for the general election on November 6, 2012.
- II. **RECOMMENDED ACTION / NEXT STEP:** Approve Resolution 12-11.
- III. **FISCAL IMPACTS:** N/A
- IV. **BACKGROUND INFORMATION:** Pursuant to Section 1-7-116(1), C.R.S., if more than one political subdivision holds an election on the same day in November and the eligible electors for each election are the same of the boundary overlap, the County Clerk and Recorder shall conduct the elections on behalf of all political subdivisions. This is in accordance with Section 4.3 of the City's Home Rule Charter and Section 2-1 of the Municipal Code.
- V. **LEGAL ISSUES:** None
- VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:** None
- VII. **SUMMARY AND ALTERNATIVES:**

Council may take one of the following actions:

1. Move to approve.
2. Amend the Resolution
3. Move to deny.

**CITY OF CENTRAL, COLORADO
RESOLUTION NO. 12-11**

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF CENTRAL, COLORADO
APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
GILPIN COUNTY, BY AND THROUGH THE GILPIN COUNTY CLERK AND
RECORDER, AND THE CITY OF CENTRAL REGARDING THE
CONDUCT OF A COORDINATED ELECTION**

WHEREAS, November 6, 2012 is a designated coordinated election date under state law;
and

WHEREAS, pursuant to Section 1-7-116(5), C.R.S., the City of Central (the "City") notified the Gilpin County Clerk and Recorder in writing of its intent to participate in the November 6, 2012 election; and

WHEREAS, pursuant to Section 1-7-116(1), C.R.S., if more than one political subdivision holds an election on the same day in November and the eligible electors for each election are the same of the boundary overlap, the County Clerk and Recorder shall conduct the elections on behalf of all political subdivisions; and

WHEREAS, Section 1-7-116(2), C.R.S., states that the political subdivisions for which the County Clerk and Recorder will conduct the coordinated election shall enter into an agreement with the County Clerk and Recorder, which agreement shall be signed no later than seventy (70) days prior to the election; and

WHEREAS, the City Council wishes to enter into such an agreement with Gilpin County regarding the conduct of a coordinated election on November 6, 2010; and

WHEREAS, in accordance with Section 4.3 of the City's Home Rule Charter and Section 2-1 of the Municipal Code, the November 6, 2012 general election will be conducted pursuant to the requirements and procedures of the Uniform Election Code of 1992, Articles 1 to 13 of Title 1, C.R.S. (the "Uniform Election Code") in lieu of the Municipal Election Code of 1965, Article 10 of Title 31, C.R.S..

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO, THAT:

Section 1. The City Council hereby approves the Intergovernmental Agreement between the City of Central and Gilpin County, by and through the County Clerk and Recorder, regarding the conduct of the November 6, 2012 coordinated election, substantially in the form attached as **Exhibit A** (the "Election IGA"), and authorizes the City Clerk to take whatever action is necessary to coordinate the election.

Section 2. The Designated Election Official for the City for the 2012 coordinated election is the City Clerk.

Section 3. For purposes of the November 6, 2012 coordinated election, the City shall utilize the requirements and procedures of the Uniform Election Code.

Section 4. This Resolution shall be effective immediately upon approval of the City Council of the City of Central.

ADOPTED THIS 17th DAY OF JULY, 2012.

CITY OF CENTRAL, COLORADO

By: _____
Ronald E. Engels, Mayor

ATTEST:

APPROVED TO FORM:

By: _____
Reba Bechtel, City Clerk

By: _____
Linda C. Michow, City Attorney

EXHIBIT A
INTERGOVERNMENTAL AGREEMENT

BEFORE THE BOARD OF COUNTY COMMISSIONERS
COUNTY OF GILPIN, STATE OF COLORADO

RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF CENTRAL AND THE GILPIN COUNTY CLERK AND RECORDER

WHEREAS, the office of the Gilpin County Clerk and Recorder has received a request from the City of Central to participate in a coordinated election with the County of Gilpin; and

WHEREAS, the Board of County Commissioners is empowered to enter into an agreement which will provide for a coordinated election;

NOW THEREFORE be it resolved that the Board of County Commissioners of the County of Gilpin approves the Intergovernmental Agreement between the City of Central and the Gilpin County Clerk and Recorder in the form submitted herewith this Resolution.

ADOPTED this 10th day of July 2012, by a vote of 3 to 0.

BOARD OF COUNTY COMMISSIONERS
COUNTY OF GILPIN, COLORADO

ATTEST:

Sharon E. Cate
Deputy County Clerk

Connie McLain
Chair

ACKNOWLEDGEMENT

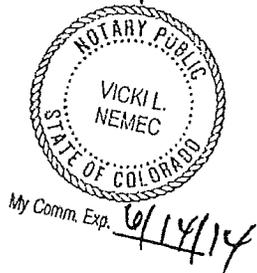
STATE OF COLORADO)
)ss.
COUNTY OF GILPIN)

The foregoing Resolution was acknowledged before me this 10 day of July 2012, by Connie McLain, Chair, and Sharon Cate, Deputy Clerk, County of Gilpin.

My commission expires: 6/14/14

Witness my hand and official seal

Vicki Nemecek
Notary Public



**INTERGOVERNMENTAL AGREEMENT
FOR
2012 GENERAL ELECTION**

THIS AGREEMENT is entered into by and between Gilpin County, by the Gilpin County Clerk and Recorder, hereinafter referred to as Clerk, and the City of Central, hereinafter referred to as City. The Clerk has agreed to perform certain coordinated election services set forth herein in consideration of the performance by the City of its obligations and payment of a fee as set forth herein; and

In consideration of their mutual promises contained herein, the parties agree as follows:

Purpose. Pursuant to the terms of this agreement, the Clerk and the City agree to the scheduling of a coordinated election on November 6, 2012, to be held under the provision of Title 1 of the Colorado Revised Statutes ("Code"). Such coordinated election involves more than one political subdivision with overlapping boundaries, and the Clerk shall serve as the Coordinated Election Official for the political subdivisions involved in this election.

Designation of Officials. The Clerk will serve as the "Election Official" to act as the primary liaison between the City and the Clerk for the Coordinated Election. The City shall designate an "Election Officer" who will have primary responsibility for the conduct of election procedures to be handled by the City and who shall act as the primary liaison between the City and the Coordinated Election Official. The City designates Reba Bechtel, City Clerk as its Election Officer. To the extent that the Code requires, this person is the City's Election Official.

Division of Responsibility and Ballot Preparation. The City is responsible for all duties concerning the election prior to certification of the ballot for the election, with the exception that it is the Clerk's responsibility to prepare and print the ballot from information furnished by the City. The City is responsible for the accuracy and legality of the information which it furnishes to the Clerk, and shall defend and indemnify the Clerk, for any claims or liability arising therefrom.

The ballot content must be provided in Microsoft Word or in Notepad document format, attached in an email to the Clerk at gcclerk@co.gilpin.co.us not later than September 3, 2012. The content must be formatted exactly as the City wishes it to appear on the ballot. Prior to the submission of the prepared ballot to the printer, the Clerk shall provide a proof of the ballot to the City, and the City shall then proofread the ballot and advise the Clerk in writing of any changes or corrections within the time required by the Clerk. Not later than 12:00 o'clock noon on September 7, 2012, as required pursuant to C.R.S. 1-5-203(3)(a), the City shall certify its portion of the consolidated ballot to the Clerk. The Clerk, in addition to preparing, printing, and mailing the ballot, is also responsible for publishing the notice of election, and conducting the election, counting the ballots and announcing the results.

Ballot Issue Notices. If a ballot issue is being submitted, public comments pertaining to the ballot issue must be filed with the City no later than September 21, 2012, as required pursuant to Article X Section 20 (3)(b)(v) of the Colorado Constitution. The City shall provide such notice, including pro and con summaries and fiscal information, to the Clerk no later than 12:00 o'clock noon on September 25, 2012. The City shall be solely responsible for the notice's preparation, accuracy, and the language contained therein. The pro and con summaries must be provided in Microsoft Word document format, attached in an email to the Clerk at gcclerk@co.gilpin.co.us. The Clerk shall be responsible for combining the City's text of the notice. At least thirty (30) days before the election, the Clerk shall mail the ballot issue notice to each address of active registered electors who reside in the County as required by law, but in any

case not later than October 5, 2012. The City shall be responsible for contacting the Gilpin County Assessor's Office requesting and for obtaining a list of out-of-county voters, and for mailing the required notice to each address of active registered electors who do not reside within Gilpin County.

Canvass of Votes. The Clerk shall select and appoint a board of canvassers to canvass the votes; provided that the City at its option may designate one of its members or one eligible elector from the City to assist the Clerk in the survey of the returns for the City. If the City desires to appoint one of its members or an eligible elector to assist, it shall make the appointment and notify the Clerk no later than thirty (30) days prior to the election. The canvass of votes will be conducted by the Clerk and will be completed no later than seventeen (17) days after the election. Official results of the canvass will be provided to the City. Any certificates of election, which are required by law to be forwarded to another division of government, shall be the responsibility of the City. If the City determines that a separate canvass board is necessary, the City shall arrange for such board at the City's expense. The Clerk will be present at such canvass and in no event will the election records leave the premises. In the event a recount of the City's election is necessary, such recount will be conducted under the provisions provided by law at the expense of the City.

Cancellation of Election. If all or any portion of the City's portion of the election is cancelled under the provision of C. R. S. 1-5-208(1.5), the City shall notify the Clerk in writing by 4:30 o'clock PM, September 7, 2012. If all or any portion of the City's portion of the election is cancelled under the provisions of C.R.S. 1-5-208(2), the City shall notify the Clerk in writing by 4:30 o'clock PM, October 12, 2012. The City will still be liable for all costs accrued up to the point of cancellation of the election. The City shall provide notice by publication of the cancellation of the election and a copy of the notice shall be posted in the office of the Clerk.

Payment of Costs. The City shall pay the Clerk for the City's portion of the actual costs of services and supplies, whether or not a cancellation has occurred under Cancellation of Election, according to the fees in Exhibit A, attached hereto. The City shall pay the actual costs within twenty (20) days of receipt of the Clerk's invoice therefore.

City Limitation. If the City encompasses territory in more than one county, this Agreement shall be construed to apply only to that portion of the City within Gilpin County.

Colorado Open Records Act. (CORA). The City shall be primarily responsible for responding to requests under CRS 24-72-201 *et seq.* for inspection of public records relating to the City election conducted pursuant to this agreement. All such requests received by the Clerk, shall be forwarded immediately to City for response. The Clerk will cooperate with City in the collection and copying of records requested. City shall be responsible for any determination required as to whether the election records requested may be inspected under CORA. City shall indemnify, save, protect, and hold harmless the Clerk from any claims or liabilities arising from denial of inspection by City. City shall assume all cost of defending the Clerk against any such claims.

General Provisions. This Agreement may be amended only in writing and following the same formality as the execution of this initial Agreement. If any provision of the Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such holdings shall not affect the validity, legality, or enforceability of the remaining provisions.

In the event of any challenge or other legal action contesting the election or the conduct of the election concerning the City's ballot issues, the City shall bear all costs of the City and the Clerk of defending such

challenge or other legal action, and of any liability resulting therefrom. If a new election or other procedure must be conducted as a result of such challenge or recount or other legal action, the City shall pay its proportional share of actual costs of the new election or other procedure. Notwithstanding the foregoing, if a court determines that an act or omission of only the Clerk or of only the City made necessary the new election or other procedure, the responsible party shall pay the entire cost of any liability resulting therefrom and of any new election or other procedure ordered by a court.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective this 10th day of July, 2012.

GILPIN COUNTY

CITY OF CENTRAL

By: _____

Colleen Stewart, Clerk and Recorder

Date: _____

By: _____

Name _____

Title _____

Date: _____

Attest: _____

Connie McLain

Connie McLain, Chair
Board of County Commissioners

Date: July 10, 2012

Attest: Sharon E. Cate

EXHIBIT A

Coordinated Election Fees

Ballot processing (printing, mailing and tabulation)	\$1.60 per voter
Ballot set up fee	\$500.00

DATE: July 12, 2012
TO: Alan Lanning, City Manager
Mayor & Council
FROM: Shannon Flowers, Finance Director/Treasurer

Following is an update of the Finance Department's activities for the weeks of Thursday, June 21, 2012 through Thursday, July 12, 2012. I will be in the office 8 a.m. to 5:00 p.m. Monday through Thursday. The Finance Clerk will be in the office Monday and Friday from 8:00 a.m. to 4:30 p.m. and Tuesday and Thursday from 8:00 a.m. to 12:00 p.m.

- Completed June Bank Reconciliation
- Prepared June Revenue & Expense Report
- Completed Chapter 13 Municipal Code revisions with Operations Director and City Attorney and held work session with Council to go over changes
- Began drafting Council Communication Form on Chapter 13 revisions
- ***Would like to ask that Council set one or two work sessions during the second half of August to begin work on the 2013 Budget.
- Began revisions to Chapter 4 of Municipal Code
- Assisted City Clerk in records requests
- Began preparing 2012 year end projections and 2013 budget work sheets for departments
- ***Determined a way to make reading residential meters possible and tested application with Water Department. I am now in the process of inputting all installed meters into this application. I expect it to take a couple of weeks to complete this step. Once all installed meters have been added to the application, the Water Department will be able to read the meters. Once Whitney and I have meter readings for each installed property we can average the monthly use that it has had since its installation date to arrive at accurate monthly usage totals.
- Worked with Operations Director and City Attorney on personnel matters
- Worked with Streets/Facilities Superintendent on Federal Highway compliance for CDL employees
- Met with website designer to have them put together a proposal for an online water bill payment feature
- Prepared check listing for Council

**FINANCE DEPARTMENT
WEEKLY REPORT**

- Processed Bi-weekly payroll and all associated tax and retirement filings
- Finance Clerk Processed Accounts Payable
- Finance Clerk processed Accounts Receivable and prepared weekly deposits
- Finance Clerk administered Court

City Clerk's Office

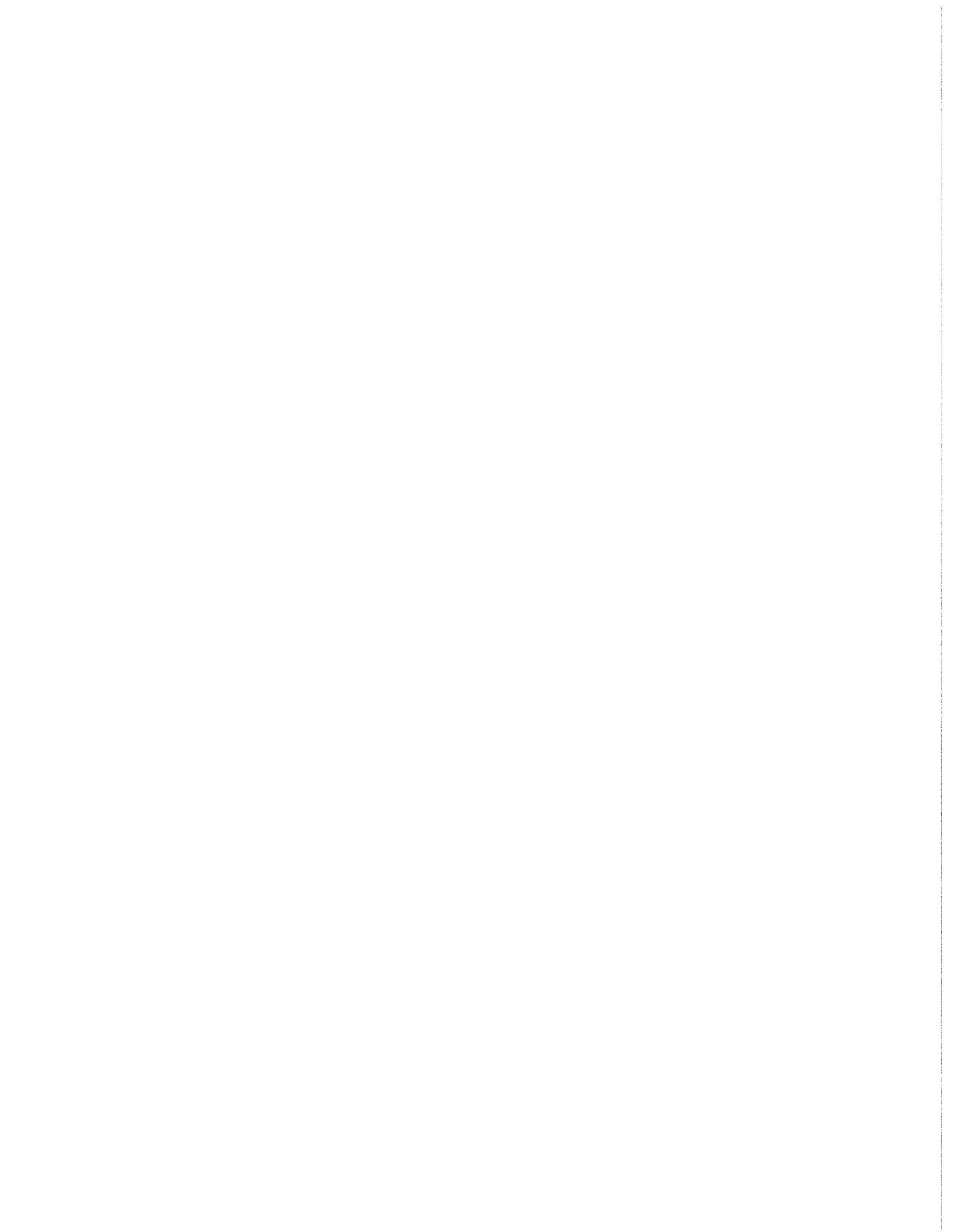
To: City Manager Alan Lanning, Mayor Engels, and City Council

From: Reba Bechtel, City Clerk

Date: July 17, 2012

Re: Bi-weekly Report

- Council minutes from June 27 completed
- Packet prep for the July 17 meeting
- Packet prep for July HPC
- Attended Colorado Municipal Clerks Institute Masters Academy in Boulder July 9-11. This is the second level of certification for my field which will take intense effort and years to attain. This Institute was packed with excellent sessions covering a variety of topics such as Process Mapping, Employee Issues, Presentations, Working with Boards/Council,... It was motivating to be surrounded by fellow clerks who are excellent in their field. Thank you for the opportunity to attend.



To: Alan Lanning, City Manager

From: Terry Krelle, Chief of Police

Date: July 12, 2012

Subject: Weekly Report – Week Ending 07-13-12

Weekly Statistics:

Report Period:	Current Period	Year To Date	2011	2010	2009
May 27, 2012 to July 8, 2012					
ACTIVITY:					
Assist other Agency	25	71	141	175	166
Assist by other Agency	0	0	4	3	25
Drugs	0	8	14	11	4
Forgery/Fraud	1	5	4	6	9
Thefts	3	31	47	54	32
Crimes Against Persons	11	38	100	89	64
Crimes Against Property	7	29	36	55	62
Patrol-Chase Gulch Reservoir/Parks	139	304	768	660	662
Arrests	15	61	69	56	44
Intoxicated Parties/Detox Sobriety Checks	30	99	219	261	118
TRAFFIC:					
DUI/DUID	1	2	7	5	5
Traffic Accidents	15	37	42	47	56
Traffic Citations	38	138	334	262	140
Traffic Warnings	50	240	560	603	726
ORDINANCE					
City Ordinance Violations	18	61	190	192	242
ALL OTHER CASES	96	368	817	774	1148
Residential Patrols	455	939	1917	1342	1506
Prospector's Run Patrols	69	136	317	339	669
TOTAL CASES	973	2607	5926	4934	5638

Calls for Service this period: 1311

2011 Calls for Service: 7512

2009 Calls for Service: 7219

2012 Year to Date Calls for Service: 4027

2010 Calls for Service: 7153

2008 Calls for Service: 9126

STATISTICS

These statistics reflect reports and calls for service taken by the officers.

CALLS OF INTEREST

During the period, there have been sixteen parking tickets written, all were for vehicles parked in no parking zones. Over the reporting period, there have been multiple warrant arrests made. On 05/26, an officer responded to Doc Holliday's for a dispute over a slot machine. The officer was able to mediate the situation. On 06/02, an officer responded to a residence in Prospectors Run for a retraining order violation. One party was removed from the residence and arrested and jailed. On 06/06, an officer responded to an accident involving a DUI driver, in the parking structure at Reserve Casino. The driver was arrested and jailed on DUI charges. On 06/22, an officer responded to a disturbance at Johnny Z's. An elderly male had started acting strangely and then began to grope female patrons. When confronted, the man charged at another male, who pushed the man backwards, which caused him to strike his head. The man was transported to a hospital, where he dies a few days later. An investigation is under way to determine if a medical condition caused the man's death or if the strike to the head was the cause, which could be classified as Manslaughter. The 1st Judicial District Attorney's Office, Gilpin and Jefferson County Coroner's Offices are assisting in the investigation.

TRAINING

No training has been conducted this period.

MISC.

I have conducted normal weekly administrative duties. I have been updating the Police Department web page and procedure manual. I have also been covering the streets. I have been involved in the search for a new Sergeant. We have completed the interviews and have made an offer for employment to our best candidate. I attended both DA's Breakfast Meeting and Emergency Services meeting. Det. Miller and I picked up our new shotguns. Our new vehicles are in town and are awaiting our pick-up after the lease ordinance has been approved. Once picked up, they will go to have the equipment installed.

PARKWAY ISSUES

This past reporting period, there were two accidents on the Parkway. Since the road has opened, we have issued 4073 warnings; most were for speeding.

This week:

40 Warnings, 29 Summonses

Since opening day, November 19, 2004

Warnings	Traffic Summons
4073	1268

MEMORANDUM

DATE: 11 July, 2012
TO: Alan Lanning / City Manager
FROM: Gary Allen / Fire Chief
RE: **Activity Report**

The Fire Department has responded to 182 incidents as of 11 July 2012, with 16 incidents being out of city, and of those 18 incidents was for Mutual Aid to other agencies. Following are the activities the department responded to and conducted for this reporting period.

Friday 15 June, 2012 - 12:23 PM / Structure Fire – Mutual Aid / Timberline Fire

Saturday 16 June, 2012 - 12:09 PM / Medical – ATV MVA

Sunday 17 June, 2012 - 11:15 AM / Wildland Fire

Wednesday 20 June, 2012 - 19:25 PM / Medical

Thursday 21 June, 2012 - 10:51 AM / Fire Alarm

Thursday 21 June, 2012 - 14:11 PM / Medical

Thursday 21 June, 2012 - 16:43 PM / Medical

Friday 22 June, 2012 - 18:54 PM / Medical

Friday 22 June, 2012 - 23:16 PM / Medical

Saturday 23 June, 2012 - 14:57 PM / Structure Fire – Mutual Aid CCFA

Saturday 23 June, 2012 - 20:03 PM / Medical

Sunday 24 June, 2012 - 02:30 AM / Medical

Tuesday 26 June, 2012 - 20:05 PM / Medical

Wednesday 27 June, 2012 - 01:12 AM / Smoke Investigation (structure)

Wednesday 27 June, 2012 - 17:14 PM / Smoke Investigation (wildland)

Wednesday 27 June, 2012 - 17:19 PM / Smoke Investigation (wildland)

Wednesday 27 June, 2012 - 18:58 PM / Smoke Investigation (wildland)

Wednesday 27 June, 2012 - 19:28 PM / Smoke Investigation (wildland)

Thursday 28 June, 2012 - 19:57 PM / Wildland Fire

Friday 29 June, 2012 - 06:03 AM / Smoke Investigation (wildland)

Friday 29 June, 2012 - 10:51 AM / Smoke Investigation (wildland)

Saturday 30 June, 2012 - 11:02 AM / Medical

Sunday 1 July, 2012 - 13:28 PM / Medical

Sunday 1 July, 2012 - 18:38 PM / Smoke Investigation (wildland)

Monday 2 July, 2012 - 10:49 AM / Medical

Monday 2 July, 2012 - 17:59 PM / Smoke Investigation (wildland)

Tuesday 3 July, 2012 - 13:55 PM / Medical

Tuesday 3 July, 2012 - 14:27 PM / Smoke Investigation (wildland)

Wednesday 4 July, 2012 - 15:39 PM / Medical

Wednesday 4 July, 2012 - 16:41 PM / Smoke Investigation (wildland)

Thursday 5 July, 2012 - 09:10 AM / Medical

Thursday 5 July, 2012 - 12:16 PM / MVA

Thursday 5 July, 2012 - 15:25 PM / Medical

Thursday 5 July, 2012 - 16:55 PM / Smoke Investigation (wildland)

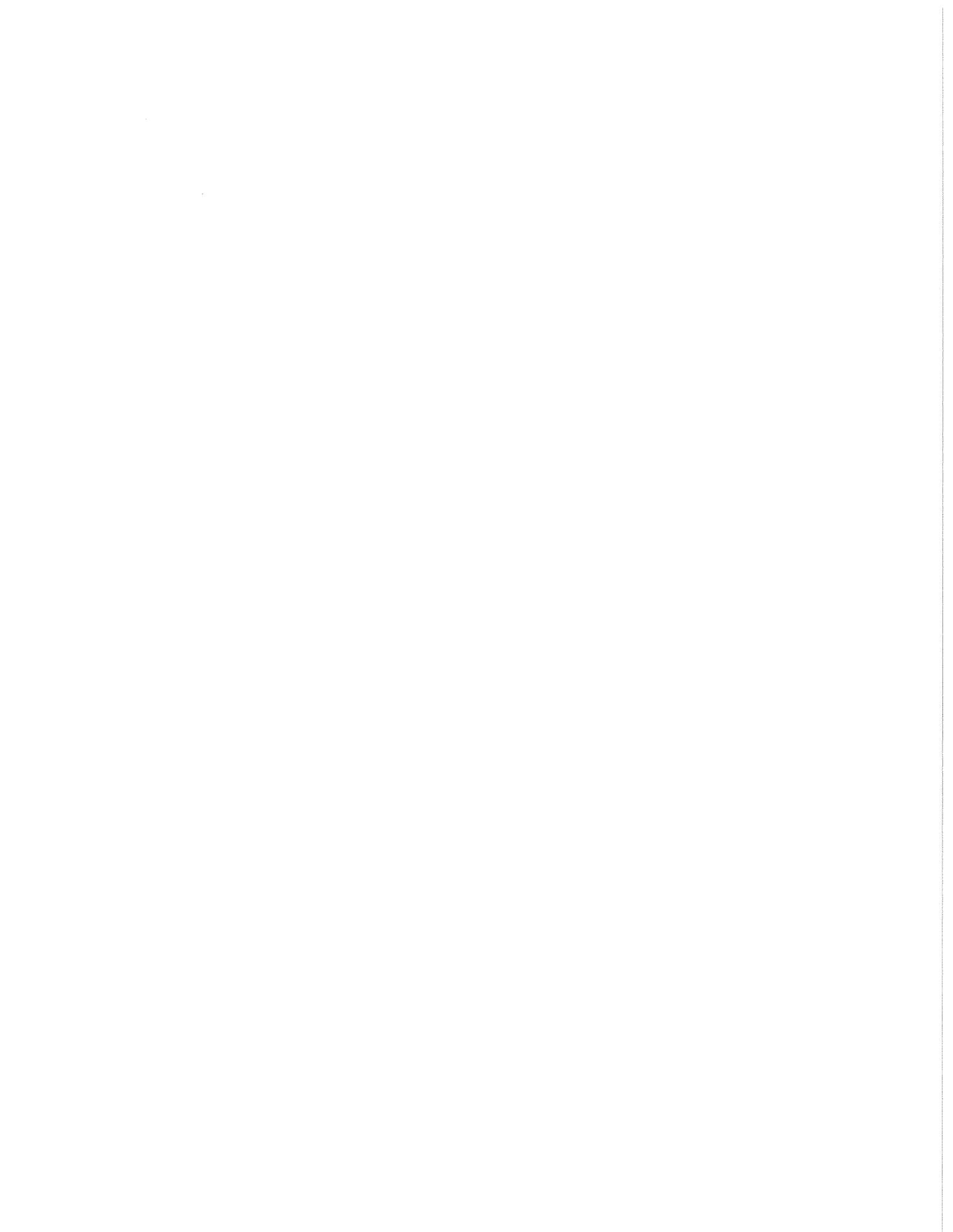
Sunday 8 July, 2012 - 19:53 PM / Medical

Monday 9 July, 2012 - 17:52 PM / Medical

Wednesday 11 July, 2012 - 10:29 AM / Medical

I assisted Chief Kelly Babeon, Asst. Chief Mark Abrahamson and Investigator Jerry Means with CBI with fire cause and origin on the condominium fire in Georgetown from 11 June 2012. We attended swift water training the weekend of 15 June, 16 June and 17 June in Clear Creek with Clear Creek Fire. We attended an unveiling of a bronze statue of a firefighter and his K-9 arson dog, to comemerate the award and recognition of Erin and Sadie, who is our arson dogs that work with Investigator Jerry Means. Erin has since passed away since this statue has taken over 4 years to come into existence, but Sadie has been recognized nationally for hero dog of the year. Erin worked over 5000 fires and Sadie has already worked over 500 so far in her 6 years of life. We conducted regular department training on hand tools, maintenance and care. I conducted a rough inspection and 2 hour pressure test on the sprinkler system at Johnny Z's expansion. We conducted our monthly joint medical training, but it got cut short due to all the calls we were toned too. Captain Phil Headrick and I attended an extrication class in Albuquerque N.M. the weekend of 6 July to 8 July 2012, on Hybrid and alternative fueled vehicles. The class was given by The Scene of the Accident, based in Texas. The class was very beneficial and we cut up about 25 cars.

I picked up Pumper 11 from Front Range Fire Apparatus where it was undergoing some repairs and yearly pump tests and service for ISO. I worked on the AFG grant research and met with Undersheriff John Baine at the "Y" on a new bar-b-que business. The meeting was in reference an exemption to the fire ban, but we decided to see if she gets here permits and licenses first.





CITY OF CENTRAL
Public Works Department
Kent Kisselman, P.E., Director

June 2012

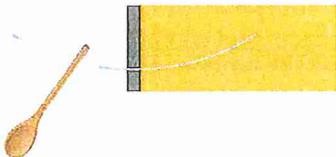
Special points of interest:

- ◆ Special thanks to the staff for helping out with events. Specifically Lou Bunch and the Opera Picnic.
- ◆ Cindy Moore will be in class preparing for the Class D water exam next week with the test to follow. Good Luck Cindy.
- ◆ I would like your thoughts on having another "Town Hall" type meeting. We continue to add to the list and complete those projects as timely as we can. Just thought it may be a good idea as we wrap up summer and head into fall.

Personal Message: Thank you for the opportunity to serve this community. We continue to build a solid team and provide the department with the tools and equipment to work smarter not harder. We appreciate your support and approving our recommendations.



PUBLIC WORKS DEPARTMENT



Not my good eye...

The Public Works Department is busy with summer projects. One of our goals was to remove all the traffic cones in town that were placed for some reason or another. To date we have fixed all the locations where a cone was placed. Many of the cones were located in the Big T parking lot and we addressed several issues to help remove those cones to make the area more attractive.

We were busy doing sidewalks along Lawrence and hope to return to those areas in a couple weeks. We completed three separate jobs to address asphalt issues and will continue monitoring throughout the season.

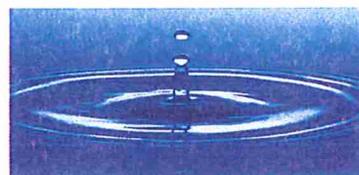
The mine failure area has been completed and the area remediated. We also had the trees placed on the Parkway and staff will place additional mulch around the area to stabilize the soil. We will also complete the project by placing the boards below the guardrail.

We are currently working on removing the guardrail near Reserve Casino and replacing the area with jersey barriers from the Parkway that are non-essential. This will be our continuation to clean up the other end of town, as we have also removed the old fence and jersey barriers near the Red Dolly and placed a new fence in the area.

As for the Central City sign, at this point the project has become more than our department can handle. We will be completing an engineers estimate on the project and be looking for this to be a budget item for next year. If approved we will send out a RFP for the project.

We did sell the two trucks as discussed along with some smaller items and we re-

ceived around \$34K. We also continue to recycle and have received approximately 3K over the last couple months.



The Water Department continues our march towards completing the water meters. At this point we have completed most of the easy ones and the ones we are currently working on are meter pits. We are averaging 3-4 a week, which will still put us in good position to begin meter reads and collection of data.

The staff also continues to keep our water plant in compliance by completing multiple projects that have been neglected for years. These should not go unnoticed as there has been no interruption in service and the water quality remains good.

We continue to set the foundation for our City and the department by working on the Master Water Plan, collecting topographic information on our infrastructure with the GPS, developing standards, and rewriting the Utilities Ordinance. This will give us the tools to move forward and be ready for future projects.

Please contact Kent Kisselman with any PW related issues you may have, communication is the key to success. Have a great month!

opdirector@cityofcentral.co
303-598-1936 day cell

Central City - Streets

Description of Task	Date	% of Completion	Location	Comments
6th High St - culvert	5/11/2012	100%	6th High Street	place de/ineator post near culvert and rip rap area
CDA Mine - poles, steel, wood, cleanup	3/6/2012		Academy Street	
Retaining Wall - missing rocks	4/12/2012		Casey Street	Along Gregory (large scale project) (budget item)
City - flower baskets for City	4/18/2011	100%	City	Cindy/Shannon (Annually)
City - Storm Drains	7/12/2011		City	Flush all storm drains (Annually)
Storm Drains - Clean out rocks	7/12/2012	100%	City	Annually
City - Striping	5/5/2011	100%	City	paint is on site (Spring and Fall)
City-Opera picnic setup	6/9/2011	100%	City	tents, chairs, tables (Annually)
Lou Bunch - setup	6/9/2011	100%	City	tents, chairs, tables, stage (Annually)
Weedwacking	6/13/2011	15%	City	Spring and Fall
Signage	1/27/2012	65%	City	leaning poles, paint, direction
City	1/27/2012	Seasonal	City	banners, xmas decorations (Spring, Fall, Winter)
City Dump - burning	1/31/2012	25%	City	finish painting hydrants
City	3/1/2012	20%	City	Fire Ban no burning until fall or winter
Bollards - replace and paint	3/12/2012	45%	City	replace old bollards and provide where none exist
Street Sweeping - plan (map)	3/22/2012		City	
Remove signs in town	3/22/2012	75%	City	excess signage (Greg, Joe, Kent)
ROW shrub, bush, weeding	4/12/2012	15%	City	residential streets
Sweep high streets - hand broom areas	5/10/2012	100%	City	several areas
Asphalt Patches		75%	City	
County Road - asphalt	5/10/2012		County Street	asphalt fix near church
Fix pot hole 206 E 1st High	3/22/2012	100%	E 1st High	small area near gate
E 1st High - Masonic Stairs	3/26/2012		E 1st High	stain steps
E 1st High - Drainage Ditch	3/26/2012		E 1st High	Museum and Church channel repair
Weilands/Boodle Mill clean up	3/6/2012	100%	Eureka Street	
Eureka - sidewalk	3/22/2012		Eureka Street	221 Eureka (email) look at retaining wall as well
Sidewalk - Eureka 311 to 331	3/22/2012		Eureka Street	no sidewalk currently exists
Sidewalk - Eureka 311 to 219	3/22/2012		Eureka Street	poor condition, no curb
Sidewalk - Eureka 219 to 215	3/22/2012		Eureka Street	Condition poor to marginal
Sidewalk - Thomas House red portion	3/22/2012		Eureka Street	curb condition poor
Sidewalk - Thomas House 207 to County Bldg.	3/22/2012		Eureka Street	condition poor
207 Eureka- storm water	3/22/2012		Eureka Street	(TH meeting)
Concrete Block Teller House	4/12/2012	100%	Eureka Street	Historic?? Planner to check
Pot Holes PWID	4/12/2012	100%	Eureka Street	
Johnson Reservoir road	4/12/2012		Eureka Street	reservoir failure causing road failure
Creek south side Eureka - clean out	4/30/2012	As Needed	Eureka Street	trash and debris
Rock grate in Gregory Gulch	4/12/2012		Gregory Gulch	Spring
Gregory Street - trench drain, yellow house	6/7/2011		Gregory Street	
City Limit Sign	1/27/2012	100%	Gregory Street	city limit sign road from black hawk, sign ordered, to be picked up
Gregory Street - Wood Bridge	3/5/2012		Gregory Street	remove bridge safety hazard (planner)
Clean Gulch	3/6/2012		Gregory Street	Spring
D Street - Gregory St - jersey barriers, guardrail	3/6/2012	45%	Gregory Street	new fence and cleanup
Gregory St - foundation fence	3/6/2012	100%	Gregory Street	remove speed sign (Police Department)
Speed sign on Gregory	4/12/2012		Gregory Street	remove guardrail replace with bollards
Bollards Gregory	4/12/2012	15%	Gregory Street	replace sidewalk
Post Office - sidewalk	5/10/2012	100%	Gregory Street	D Street
Gregory Street - asphalt	5/10/2012		Gregory Street	
Gregory Street - crosswalk	5/10/2012		Gregory Street	
Gregory - Black Hawk area	5/15/2012	100%	Gregory Street	remove non-applicable signage
Mine Failure	5/29/2012	100%	Gregory Street	mine failure - fix
Lower Gregory asphalt overlay	Goal		Gregory Street	
Levit and Gregory - bollards	Project	75%	Gregory Street	Alan
asphalt patch - Christine Pollack	5/10/2012	100%	Hooper Street	two very small holes in the driveway
Hooper Street - stop sign	5/10/2012	100%	Hooper Street	replace stop sign (old)
Hooper Street - driveway	5/10/2012	25%	Hooper Street	extend driveway for PW access
Hooper Street - ditch work	5/10/2012		Hooper Street	ditch work and grading
Hooper Street - debris, old timbers	5/29/2012	100%	Hooper Street	remove debris

Description of Task	Date	% of Completion	Location	Comments
Sidewalk - D St to 212 Lawrence	3/22/2012	100%	Lawrence	condition poor
Sidewalk - Lawrence 212 to end of curb	3/22/2012	90%	Lawrence	sunken, condition poor
Sidewalk - State Gaming	3/22/2012		Lawrence	flagstone, condition poor
Ditch work by Lawrence Street bridge at the wye	4/12/2012		Lawrence	rip rap took
Johnny Z's - striping	5/10/2012	100%	Lawrence	extend stop bar
Clean Lights Main Street	3/6/2012	As Needed	Main Street	
Asphalt patch back	4/12/2012	100%	Main Street	Streetscape patch back
Streetscape - loose cover	6/5/2012	100%	Main Street	fix loose cover
Nevada St - ditch work	3/6/2012	85%	Nevada Street	new ditch and rip-rap
Slope Failure	4/12/2012	100%	Nevada Street	engineering, retaining wall, Big T Lot
Big T Lot - erosion back of lot	5/10/2012	90%	Nevada Street	remove sediment, place straw wattles
Nevada Street - Rip Rap	5/10/2012	25%	Nevada Street	Pine and Nevada
Xmas tree - placement and support	5/10/2012		Nevada Street	place hole for xmas tree
Big T parking lot - cone removal	5/10/2012	100%	Nevada Street	run electrical for tree
Banner - pole falling	5/29/2012	100%	Nevada Street	striping, bollards, asphalt
Banner - find new location for banner	5/29/2012	100%	Nevada Street	find new location for banners
Nevada Street pothole and patchback	7/10/2012	100%	Nevada Street	poles no longer support banner
Guardrail - Parkway	9/30/2011	As Needed	Nevada Street	asphalt repair
Parkway	1/31/2012	10%	Parkway	88' 3 rib to 2 rib
Parkway - frost heave	3/6/2012		Parkway	guardrail
Parkway - Jersey barriers @ 4.5	3/6/2012		Parkway	patch back area - design
Parkway - reflectors last 3.5 miles	3/6/2012		Parkway	leaning away from roadway
Parkway - guardrail	3/6/2012	10%	Parkway	area with existing lights, budget item
Billboard - missing panel	4/12/2012		Parkway	damaged guardrail - 15 straight sections - order 20
Hidee Mine Sign	4/12/2012	100%	Parkway	End section on S curve
Parkway Fence	4/17/2012	100%	Parkway	inspect all billboards
Parkway	4/18/2012	100%	Parkway	new sign, sign ordered, pick up
Parkway	5/4/2012	100%	Parkway	remove fence
Parkway fence - cow fence	5/8/2012	100%	Parkway	fencing Bob Young - repair
Billboard - lights	5/22/2012	100%	Parkway	mm 5 hole in fence
Parkway - burnt out lights	5/22/2012	As Needed	Parkway	replace burnt out lights
Material for trees on Parkway	6/7/2012	100%	Parkway	fix after 10 burn out (replaced lights in May 2012)
Parkway - additional lights	Goal		Parkway	As needed
Pine Street storm drains	4/12/2012		Parkway	use excess material to build up for trees
Pine Street - asphalt patch	5/10/2012		Pine Street	asphalt fix
Build Bracks for V boxes	3/22/2012		PMD	
Sink Hole - drainage	4/30/2012		Roworth Street	repair catch basin and drainage in the area
Roworth - remove cones	5/10/2012	100%	Roworth Street	place delineator posts and remove cones
Upper Spring Street - grates	3/22/2012	100%	Spring Street	(TH meeting)
Stop/Caution Sign	4/12/2012	100%	Spring Street	twisted sign
Spring Street asphalt replacement	4/12/2012	100%	Spring Street	drywell, curb, gutter, sidewalk, and patch back
move bench and signs	6/20/2012	100%	Spring Street	remove signs and move bench to paint scarletts
345 Spring - asphalt patch	7/11/2012	100%	Spring Street	asphalt repair
St James - Inlet repair (2)	5/22/2012	100%	St. James	fix inlets
Boodle Mill - Water Plant cleanup	7/9/2012	90%	Upper Apex	remove excess material
Sign at Gold Mountain	4/12/2012	100%	Virginia Canyon	check signage for stability
KOA Campground - potholes	6/7/2012	100%	Virginia Canyon	pot holes fix
Road Repair	Goal		Virginia Canyon	replace road, curb and gutter
Class 6 on W 4th High	5/11/2012	100%	W 4th High	base dirt road

Memo

To: Mayor, City Council, and City Manager
From: Greg Thompson, Community Development Director
Subject: Community Development Department Bi-Weekly summary
Date: July 17, 2012

The Community Development Department/Historic Preservation Office took the following actions and participated in the following events since the last summary was created:

1. Met with a variety of citizens at their site and discussed their plans for the property.
2. Attended a worksession on Xcel banners on poles, and Xcel's interest in banning them.
3. Discussed Vacant store fronts with City Council at a work session.
4. Continued an HPC meeting due to a lack of a quorum.
5. Discovered a dozen residences which were receiving trash pickup, but weren't being lived in. No pickup to those locations will be provided anymore until someone moves in.
6. Toured the property on Spring Street which is going up for auction in two weeks.
7. Met with Ennovate concerning heating system in City Hall, lights on the parkway and roofing at City Hall.
8. Finalized the HPC Reserve Window Lighting issue.
9. Dealt with a variety of issues on existing building permits.
10. Reviewed and approved Opera banners along Eureka Street.
11. Celebrated the birth of my first grandchild, Lila!