McCleary City Council

PROPOSED AGENDA

October 24, 2012

7:00 Council Meeting

Flag Salute
Roll Call
Public Hearings: Revenue Sources
Tax Levy

Public Comment:
Minutes (Tab A)
Mayor's Report/Comments: Preliminary Budget Presentation

Staff Reports: Dan Glenn, City Attorney (Tab B)
Nick Bird, Director of Public Works (Tab C)

Old Business: Fire District #13 Agreement (Tab D)

New Business: Express Bill Pay Updated Contract (Tab E)
Gutter Replacement (Tab F)
Wildcat Sewer Supplies (Tab G)
Commercial Utility Service (Tab H)
Electric Vehicle Charging Station (Tab I)
LeMay Inc. Rate Increase (Tab J)

Resolutions:

Ordinances: Public Hearing Protocol (Tab K)

Vouchers
Mayor/Council Comments
Public Comment
Executive Session
Adjournment

Americans with Disabilities Act (ADA)
Accommodation is Provided Upon Request

Please Turn Off Cell Phones – Thank You

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CITY OF MCCLEARY
Public Hearing and Regular City Council Meeting
Wednesday, October 10, 2012

ROLL CALL	Council members Catterlin, Schiller, Reed, Lant and Ator.
ABSENT	None.
STAFF PRESENT	Present at the meeting were Dan Glenn, Wendy Collins, Nick Bird, George Crumb, Randy Bunch and Jon Hinton from Gray & Osborne.
PUBLIC HEARING	The Chair opened the Public Hearing at 7:01 PM to discuss the moratorium on medical marijuana. No comments were made. The Chair closed the Public Hearing at 7:02 PM.
CITY COUNCIL MEETING and FLAG SALUTE	Mayor Dent Called the Regular Meeting to order at 7:03 PM with the Flag Salute.
PUBLIC COMMENT	None.
MINUTES APPROVED	**It was moved by Councilman Ator, seconded by Councilman Catterling to approve the minutes from the September 26, 2012 meeting. Motion Carried 5-0.**
MAYOR'S COMMENTS	Mayor Dent discussed the proposed expenditures provided to the Council this evening. He asked the Council to review them and be prepared to discuss them at the next Council meeting. Mayor Dent commented on the recent dog issue complaint. The gentleman who made the complaint stated the dog owner had now increased the amount of dogs she has on her property from 5 or 6 to 7-9. The Mayor stated the gentleman would like to know when the Council would be addressing the amount of animals an owner can have on a City lot. Dan Glenn commented it could be a zoning issue and will check into the City's options.
ELECTRIC VEHICLE CHARGING STATIONS	Dan Glenn stated the venue issue was not spelled out in the contract. There was also no cancelation language for the City, which does not meet Dan's expectations. The agreement of splitting the profit was also left out of the contract language. The Council asked Nick Bird to provide the email that addressed the missing language before they move to approve the contract. Tabled until the next meeting.
CITY ATTORNEY REPORT	Dan Glenn has provided a memo for the Council and invites any questions they may have.
DIRECTOR OF PUBLIC WORKS REPORT	Nick Bird asked the Council to refer to his report.
ORDINANCE NO. 785, PUBLIC SEWERS	**It was moved by Councilman Lant, seconded by Councilman Schiller to adopt Ordinance No. 785, an ordinance relating to public utilities, providing definitions, regulations and provision for administration, adding new sections to Chapter 13.12 of the municipal code, imposing penalties; amending sections 2.08.010, 13.12.070, and 13.12.130, M. M. C.; repealing sections 13.12.010, 13.12.280, 13.12.290, 13.12.300, 13.12, 310, and 13.12.330. M.M.C.; and providing for severability and an effective date. Roll call taken in the affirmative. Ordinance adopted 5-0.**
INTERSECTION REVIEW	Tabled item. Topic may be dead at this time. Councilman Lant does not want to spend the money at this time and does not want to lower the speed limit any further.
WELL 2/3 CHANGE ORDER	Progress estimate 1 was provided for the Council to review for the Wellfield Improvements Project. **It was moved by Councilman Lant, seconded by Councilman Ator to authorize payment of Progress Estimate No. 1 to Award Constructions in the amount of $157,255.89 and deposit $7,604.25 into the retainage fund, subject to receiving reimbursement first. Motion Carried 5-0.**
FIRE DISTRICT #13 AGREEMENT	Review.

RESOLUTION NO. 649, LEVY SHIFT	The Grays Harbor County Commissioners adopted an annual budget for GH County which included a so-called "levy shift," that results in property tax increases to citizens of Grays Harbor County that happen to reside in incorporated cities such as the City of McCleary, and this levy shift was incorporated into the 2012 GH County budget without input from the governments of the various cities of GH County. **It was moved by Councilman Schiller, seconded by Councilman Catterlin to adopt Resolution No. 649, which states, "The City of McCleary expresses its opposition to the continuation of the levy shift propagated by the GH County Commissioners, and urge the County Commissioners to reconsider this harmful, divisive and ill-advised action." Motion Carried 5-0.**
PUBLIC COMMENT	None.
APPROVAL OF VOUCHERS	Vouchers/Checks approved were 35423-35451 including EFT's in the amount of $42,266.16.
	It was moved by Councilman Catterlin, seconded by Councilmen Reed to approve the vouchers. Motion Carried 5-0.
EXECUTIVE SESSION	None.
MEETING ADJOURNED	**It was moved by Councilman Ator, seconded by Councilmen Lant to adjourn the meeting at 7:28 PM. The next meeting will be on October 24, 2012 at 7:00 PM. Motion Carried 5-0.**

Mayor Gary Dent: _____

Clerk-Treasurer Wendy Collins: _____

MEMORANDUM

TO: MAYOR AND CITY COUNCIL, City of McCleary

FROM: DANIEL O. GLENN, City Attorney

DATE: October 16, 2012

RE: LEGAL ACTIVITIES as of OCTOBER 24, 2012

THIS DOCUMENT is prepared by the City Attorney for utilization by the City of McCleary and its elected officials and is subject to the attorney-client privileges to the extent not inconsistent with laws relating to public disclosure.

1. **CHASE UTILITY PAY AGREEMENT:** The City has been reviewing and beginning to implement the "xpress pay" system for utility customers. Bluntly, I do not remember if the Council has given the initial authority on this matter. In any event, Chase Bank, which apparently operates the system through some type of intertie with Sterling, has provided additional documents for submission. As it so often true, they are non-negotiable documents. Ms. Collins provided them to me for review. I did not see any particular problems with them in terms of unusual exposure for the City.

Ms. Collins will be providing you additional information. Assuming you feel moving ahead is appropriate as a policy decision, from a legal standpoint I would recommend that the Mayor and Ms. Collins be authorized to sign upon behalf of the City. I would recommend, however, that the utilization be reviewed on a quarterly basis to determine the extent to which it enhances the amount and timing of utility payments.

2. **PUBLIC HEARING PROTOCOL ORDINANCE:** Many times, a statute which requires the Council to hold a public hearing on a matter will set out the advance timing which must be given in order for the hearing to be valid. However, only too often a public hearing is mandated by a statute, but the statute does not provide a citation as to how much notice must be given. We have had that situation very recently and I advised that the City utilize the "normal" pattern of the notice being published at least seven calendar days in advance of the hearing date.

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Ms. Collins and I discussed the situation and thought it would be appropriate to formally establish a default protocol. To determine if we were the only ones concerned about this, I contacted MRSC on the issue. As it turns out, we are not the only ones who have concerns about the matter. The legal consultant indicated that others have contacted them about this issue and their advice was to do that which Ms. Collins and I had discussed, establish a general policy.

In light of that, I have prepared for review a draft ordinance which would set a default notice pattern if a public hearing is required and no specific statutory mandate is provided as to the type of notice. To be safe, I have also reserved to the Council the authority to waive the technical requirements if you found such waiver necessary.

After your review and the making of any changes requested by either Ms. Collins or the Mayor and Council, I would recommend that it be adopted.

3. **JAIL CONTRACT DISCUSSIONS**:

A. Current status: As you remember, the County had given a notice which would have terminated the contract as of the 25th. Based upon a number of discussions, the Commissioners have extended the contract to January 15, 2013, so as to allow discussions.

B. General:

1. The County prepared and provided a draft contract which bluntly has terms within it which could be very expensive for the City. For instance, there is a provision which indicates that, if a prisoner is taken to an out of jail facility for medical care, the County is to notify the City after the fact. Since the existing laws apparently provide that a prisoner who is in custody is not eligible for governmental coverages such as Medicare, the fiscal impact upon a city of a several hour delay in notification could be significant. It contains the same ability to terminate the contract in the middle of a budget year, although the statutory requirement of giving the 90 day notice is now recognized. I believe Ms. Collins has received a copy which can be made available for your review.

2. From the cities' standpoint, based upon discussions and my review of the contracts and outstanding issues, I have prepared two different drafts representing two different approaches. One is an addendum which would be added to the existing contract. Among the changes are an increase to $70.00 per day, a CPI-tied approach with limits, automatic renewal

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unless notice is given by the end of September of each year, and the like. The second is a total redraft dealing with those issues and a number of other issues. The committee decided that the contract rewrite, rather than the addendum, was to be provided. That was done.

C. Specific thoughts:

1. I have continued to research how other entities within the state handle this situation. Sheila Gall, the legal director of AWC, has been very helpful in providing resource information, as has Craig Ritchie, Sequim's city attorney. (He actually commenced litigation against the County when their county sought to do the transfer of cost for felony prisoners. They ended up being able to negotiate a settlement.

2. There are options available on the most difficult issue, the jail costs, including medical, for individuals charged with felonies. It may be appropriate to take the "prevention of a catastrophe" approach and obtain the insurance on medical expenses exceeding $10,000.00 for a prisoner at a little less that $1.00 per day per prisoner. However, I have also looked at the "pooling" approach, the approach which some King County cities, as well as Sequim and Clallam County, have taken since that is an approach which is in place from the first dollar. There, the medical expenses for the prior year are totaled, divided by the number of prisoner days, and the users pay the daily confinement amount plus that result, in effect, a medical expense per diem. (For us, using the figures I believe were provided by the Sheriff, with medical expenses totaling $250,000.00 and something over 5,000 prisoner days, that would be a bit less than a $5.00 per day contribution. However, I was informed on the 16th by Mr. Menefee that he does not believe the Sheriff included in that $250,000.00 figure the $60.000.00 contract payment the office pays to Dr. Shin to provide in facility medical treatment. If that were to be true, that would mean the expenses for 2011 which they would want to use as a base would be $300,000.00. I have asked that the County confirm their figures.) Whatever per diem figure is establish is adjusted annually.

D. What is next? There is discussion that the contract negotiations would be assumed by a group composed solely of the Sheriff and Chiefs of Police. After they worked out a contract, it would then be referred to the Mayors, finance officers such as Ms. Collins, and the city attorneys for review prior to submission to the Councils. I will admit some concern about this "two track" approach since, if questions come up in the second phase which could have been handled if the involvement were concurrent, it could take reinvention. Thus, in my opinion,

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if the direct negotiations were to involved only the law enforcement management, it would be crucial to keep the other elements full informed so that the review could be concurrent.

4. **BUDGETARY MATTERS**: I have been in contact with Ms. Bednarik, the staff member of the Assessor's Office primarily responsible for providing the City the information upon which the property tax (ad valorem) ordinance is based. She has provide me the information in terms of what level of revenue was collected last year which ties into the limit upon increase (the 1% limit imposed under RCW 84.55) for next year. She has also provided me with the preliminary estimate as to the amount of new construction in the City last year. (It is calculated July to July.) I have provided the information to Ms. Collins and she and I will be working on providing draft ordinance for your review.

Obviously, you are just commencing your review of revenue sources and proposed expenditures. Whatever levy you determine appropriate will have to be to the Commissioners by the end of November.

5. **CANNABIS ISSUES**:

A. Collective Garden Regulation: As you are aware, with or without a moratorium, the matter of the placement of both the "stores" for provision of the substance to individuals having the necessary medical card and collective gardens is one to be covered by the zoning laws. For you information, a King County city adopted a zoning provision which would not allow collective gardens in any zone. The provision was appealed under the applicable law. The trial court upheld the prohibition as being within the Council's authority.

B. *Washington State Bar Journal* Article: The *Journal* published an article summarizing the current state of the law in Washington. I have attached a copy since it works through most of the areas in one article. Of course, the pending initiative could change much of that information, so long as the federal government does not come in to "trump" the state law.

C. Zoning Matter: Given the adoption of the moratorium, the City has six months to review and adopt zoning provisions in relation to the two elements referenced in sub-paragraph A. An underlying issue you have is the current status of the Planning Commission. Since the adoption of the broad Uniform Development Code some years ago, no zoning matters of general applicability have arisen. Thus, the terms of the membership of the Commission have basically expired. Assuming that the Initiative were to be approved by the voters, the issue

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of such regulation is not totally eliminated. Thus the question is how you wish the zoning matter to be reviewed?

One option is to reactivate the Planning Commission. The second option is to modify the existing code provisions to provide the necessary review authority to the Hearing Examiner as the "planning agency" for the City. In both cases, the final decision will be yours to make since any decision either the Examiner or the Commission, if reactivated, were to make is a recommendation only.

As always, this is not meant to be all inclusive. If you have any questions or comments, please direct them to me.

DG/le

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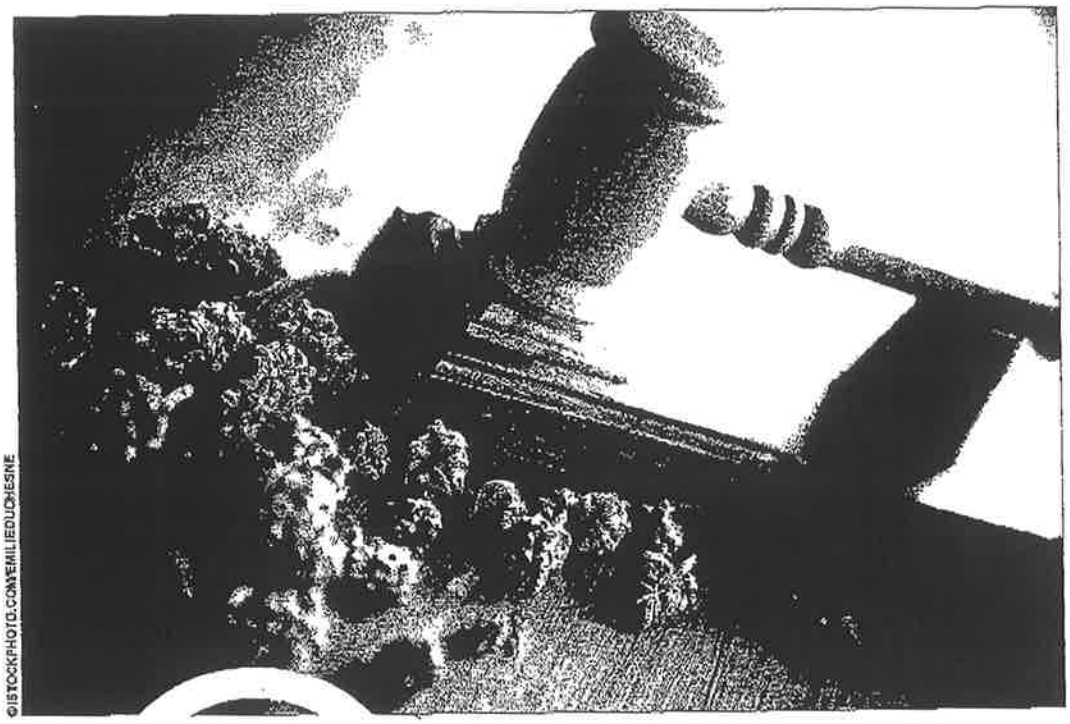
VIEW POINT



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Marijuana Laws in Washington

A Growing Problem?

BY WENDY S. GOFFE

On August 29, 2012, the WSBA held the "Marijuana Law in Washington" CLE. This CLE was not about legalization. It was about understanding Washington's medical-marijuana laws, to protect its use by patients who greatly benefit from its availability. Recreational use, protecting children, and moral and religious concerns held by state citizens are all valid issues, but were not the topic of this CLE. It was attended by lawyers in private practice (mostly criminal and zoning), government lawyers, and a few private citizens seeking to understand how to abide by the state laws we currently have in place as producers, processors, dispensers, and medical users.

Congress has determined that marijuana is a controlled substance. It placed marijuana on Schedule I of the Controlled Substances Act. 21 U.S.C. §§801-904 and scattered sections of the U.S.C. As a result, growing, distributing, and possessing marijuana in any capacity other than as part of a federally authorized research program is in violation of federal law.

Recreational use of marijuana is illegal in all 50 states and the District of Columbia. Yet beginning with California in 1996 (the Compassionate Use Act of 1996, Cal. Health & Safety Code §11362.5 (2005)), 16 states and the District of Columbia have exempted certain users for medical purposes from prosecution. Each state's approach is different. The common factor is that all of the legislation is preempted by federal legislation, making the activities a federal crime.

Washington first enacted legislation in November 1998. Initiative 692, the Medical Use of Marijuana Act is codified in RCW ch. 69.51A. It provided patients and caregivers with an affirmative defense, but not immunity, and only when charged by the state for possession or manufacturing of cannabis. (RCW 69.51A.045.) Without immunity from arrest, an individual must go through full court proceedings to assert the affirmative defense and eventually obtain exoneration. (See, e.g., *State v. Fry*, 168 Wn. 2d 1, 228 P.3d 1 (2010).)

In 2009, the U.S. Department of Justice (DOJ), in a document referred to as the "Ogden Memo," announced that in those states that that have enacted laws authorizing the medical use of marijuana, certain users and providers would be considered a lower priority than others. The memo emphasizes that prosecuting traffickers of illegal narcotics on a large scale is the priority of the DOJ, not individuals whose use is legal under state

law. The memo goes on to say that it does not intend to deploy its resources to prosecute:

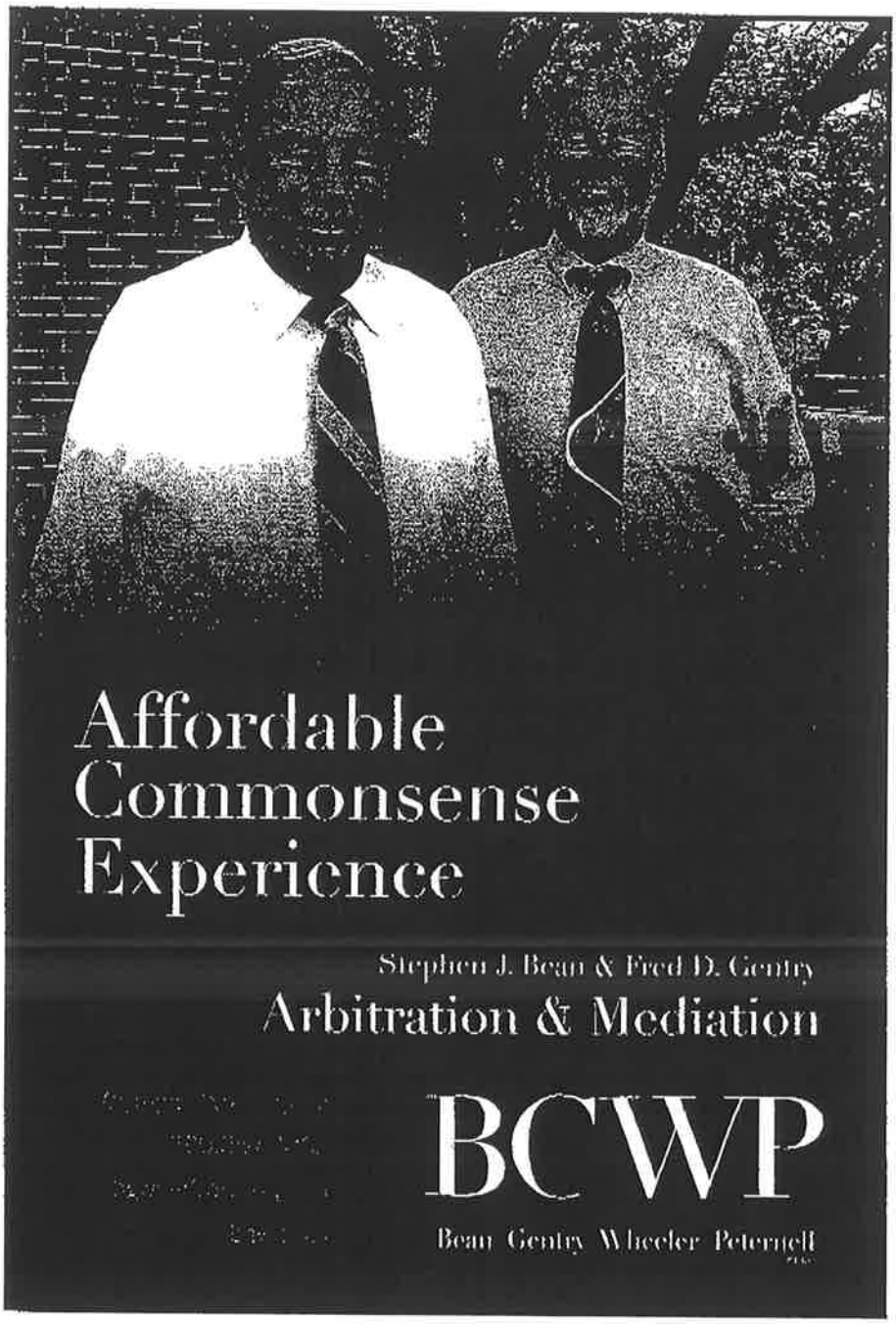
> [i]ndividuals whose actions are in clear and unambiguous compliance with existing state laws providing for the medical use of marijuana. For example, prosecution of individuals with cancer or other serious illnesses who use marijuana as part of a recommended treatment regimen consistent with applicable state law, or those caregivers in clear and unambiguous compliance with existing state law who provide such individuals with marijuana, is unlikely to be an efficient use of limited federal resources. On the other hand, prosecution of commercial enterprises that unlawfully market and sell marijuana for profit continues to be an enforcement priority of the Department. To be sure, claims of compliance with state or local law may mask operations inconsistent with the terms, conditions, or purposes of those laws, and federal law enforcement priorities should not be deterred by such assertions when otherwise pursuing the Department's core enforcement priorities.[1]

In July 2011, backed by the support of Governor Christine Gregoire, the Washington State Legislature amended the 1998 law and passed ESSB5073, to provide that qualified users, providers, and healthcare professionals shall not be arrested, prosecuted, or subject to other criminal sanctions or civil consequences under state law, so long as certain criteria are met.

In mid-2011, the DOJ issued a follow-up memorandum to the earlier Ogden Memo, in which it reiterated that the prior memo was never intended to shield state-permitted activities from federal prosecution, and because of a perceived increase in large-scale growing operations, the memo hinted at increased federal enforcement measures.[2]

As a result of Cole's memo, Governor Gregoire vetoed large portions of the 2011 legislation. Those provisions provided that the State Department of Agriculture would oversee, or contract out, oversight of drug strength, packaging, labeling, and inspections. In addition, the State Department of Health would have had authority over distributors and security. Both agencies would have been subject to mandatory record-keeping and accountability. And the state and local governments would have been able to collect business and sales taxes. The most important part of the legislation, lost by the partial veto, was a "no arrest" provision, rather than simply the affirmative defense. (ESSB 5073, section 901.) While the governor has received widespread criticism for exercising her veto power, it is likely that she did so to protect those rights that the Ogden Memo indicated the DOJ would essentially ignore, and to avoid attracting more attention from the DOJ that could potentially shut down all use under state law.

The governor left intact the portion



preventing the arrest of qualified users, providers, and healthcare professionals. She recognized that such activities may violate the federal Controlled Substances Act, but acknowledged that states are not required to enforce federal law or prosecute people for engaging in activities prohibited by federal law, and by limiting the broader statute, Washington could avoid greater scrutiny at the federal level.

The affirmative defense provides that the "medical use of cannabis in accordance with the terms and conditions of this chapter does not constitute a crime...." (RCW 69.51A.040 (2012).) This is an exception to the general controlled substances statute that makes possession, use, and manufacture of marijuana a crime in Washington. (RCW 69.69.401 (2012).) But a defense is different from a "no arrest" law; it does not prevent the arrest of an individual user.

And of even greater concern, state law still leaves individuals engaged in legal activity under state law vulnerable to federal prosecution. So, under the amended provisions of RCW ch. 69.51A, what are the current criteria for the legal use, possession, and manufacturing of medical marijuana in Washington?

RCW 69.51A.040 sets forth those circumstances where a qualifying patient and designated providers will not be subject to penalties. The Act defines a qualifying patient as one who has obtained written authorization from certain qualifying healthcare professionals stating that the patient may benefit from the medical use of marijuana. The patient must have been diagnosed with one of the terminal or debilitating conditions enumerated in the Act. Marijuana under these circumstances can either be obtained from a designated provider or grown in a collective garden.

Generally, a designated provider must be over 18, serve any particular patient once in any 15-day period, have written documentation that he or she is a designated provider to a qualifying patient, possess no more than 15 plants and 24 ounces of usable cannabis or cannabis product, post certain mandatory disclosures, and may not employ any of the designated provider's product for his or her own use.

The collective garden model permits no more than 10 qualifying patients to participate in a single collective garden at any time. Cannabis may be delivered only to qualifying patients participating in the garden. (RCW 69.51A.085.) The garden may not produce more than 45 plants and 72 ounces of usable cannabis at any one time. A copy of each patient's authorization and driver's license or state identification must be posted or available on the premises at all times.

What I gleaned from this CLE is that our current system is simply lipstick on a pig. The current system leaves dispensaries, producers, and medical users unprotected. It leaves law enforcement officials confused about their obligations and it violates federal law.

Raising an affirmative defense in a

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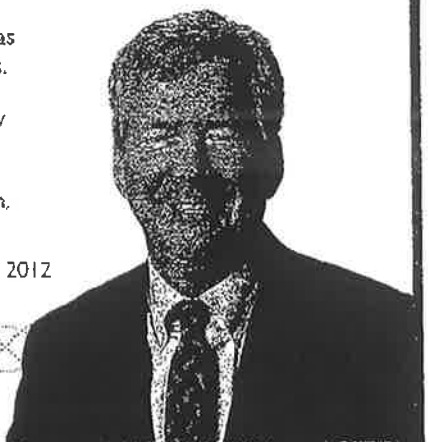
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court proceeding is a costly and inefficient system for both law enforcement and defendants. If the state, as a matter of policy, believes that individuals with terminal and debilitating illnesses should be able to use marijuana, it makes little sense to force them through the criminal system in order to exercise their rights.

The presentations left me with the impression that we either need to institute federal prohibition-era-like laws and then pass limited exceptions (as was done with alcohol), or legalize marijuana on the federal level and carve back that law (again, as with alcohol). In either scenario, education on a large scale will be necessary so that people understand the risks and the known harms, including the permanent loss of IQ points in users under the age of 18, as revealed in a recent Duke University study. One presenter pointed out what education had accomplished in reducing tobacco smoking. He pointed out that 20 years ago, he might have been smoking at the podium. He also pointed out that because of the laws governing tobacco, it is harder for underage youth to obtain cigarettes than marijuana.

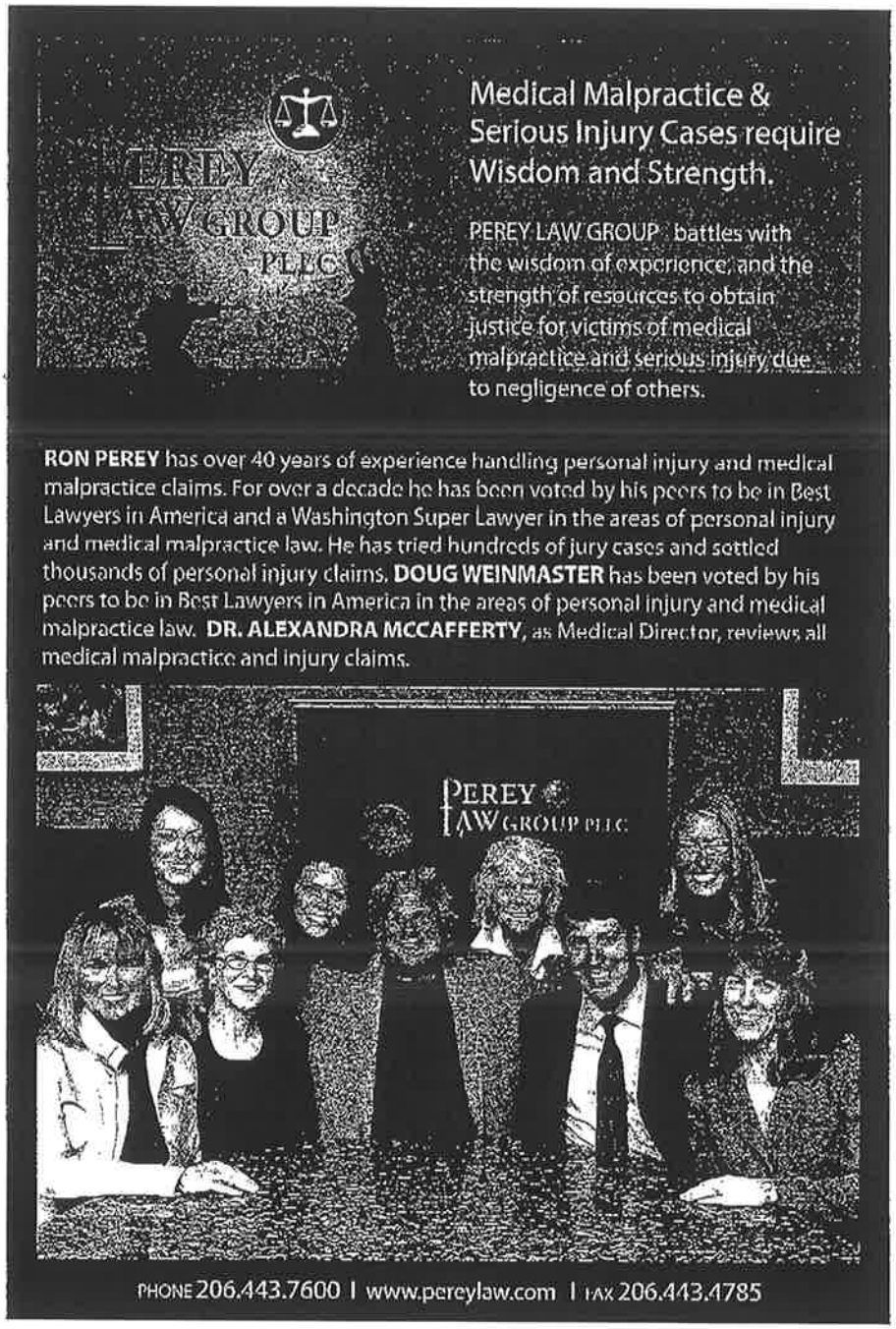
It should be noted that I-502, which will appear on the November ballot, would permit large-scale marijuana cultivation and distribution. It would provide for licensing of persons to dispense, package, and label cannabis for delivery or retail sale to a qualifying patient or designated provider. Licensed producers would be permitted to produce cannabis for medical use for wholesale distribution to licensed dispensers and licensed processors. The licensed processors would manufacture, process, handle, and label cannabis products for wholesale distribution to licensed dispensers.

So, whether we want it or not, a sea change on the state level may be on the horizon, in spite of the Ogden Memo. I-502 is not the solution. If it doesn't pass, and even if it does, we need legislation at the federal level to reduce the chaos and protect those who truly need access to medical marijuana and education to protect our youth from obtaining it.

Wendy S. Goffe is of counsel with the law firm of Stoel Rives LLP, in Seattle, and a frequent writer at Forbes.com. She is a fellow of the American College of Trust and Estate Counsel and has a comprehensive estate planning practice. She can be reached at wsgoffe@stoel.com. Follow her on Twitter: @wendysgoffe.

NOTES

1. David W. Ogden, Dep. Atty. Gen., U.S. Dept. of Just., Investigations and Prosecutions in States Authorizing the Medical Use of Marijuana (Oct. 19, 2009) (available at www.justice.gov/opa/documents/medical-marijuana.pdf).
2. James M. Cole, Dep. Atty. Gen., U.S. Dept. of Just., *Guidance Regarding the Ogden memo in Jurisdictions Seeking to Authorize Marijuana for Medical Use* (June 29, 2011) (available at www.justice.gov/oip/docs/dag-guidance-2011-for-medical-marijuana-use.pdf).



STAFF REPORT

To: Mayor Dent
From: Nick Bird, Director of Public Works
Date: October 18, 2012
Re: Current Non-Agenda Activity

Well 2 & 3 Project

Great news; the original schedule of the well pump being the critical path and arriving in January has changed. In a worst case scenario, the well pump will be received in early December. This schedule revision translates to the probability that the well and treatment building will be on-line by Christmas. The current focus is the well and treatment building for the next two months.

Simpson and Summit Fire Hydrant

As you may have noticed, asphalt and sod has been laid to complete the restoration of the disturbed areas. The public facilities crew did an exceptional job completing this work.

Cedar Heights

No new discussions.

Bicycle and Pedestrian Application

To date, no information has been released on the 2012 call for projects.

M&M Properties

No additional information has been received from the developers after the May 14 phone call. At this stage, we believe this was the annual notification. This topic will be removed from future staff reports until new developments occur.

Snow Policies

No progress has been made on initiating snow policies to date. As noted last meeting, we hope to utilize the information from the recent conference and provide a snow policy for consideration in the near future.

Developer Extension

No new information has been provided. We do not anticipate any significant modifications to the status of this issue until construction drawings are submitted.

Ecology Grant/Loan Program

No significant progress has been made to date on this subject. We anticipate confirming early next week with Ecology whether we can submit for constructing funding (Wildcat Development Collection System Replacement) or if we are required to submit for planning money at this time. The applications are due November 2, so we will submit an application for either scenario, as suggested by Ecology, unless there is a compelling reason not to at this time. In the next staff report for the next meeting we will identify the course of action taken. Debt service impacts will be evaluated prior to execution of any grant/loan agreements.

2nd Street Intersection

It was noted last meeting that the "do nothing alternative" is the preferred approach at this time given the financial amount required to correct the sight distance deficiency at 2nd Street. As a complaint has been filed, we will continue to search for funding opportunities to correct the existing deficiencies at 2nd Street and Hemlock Street.

Revised
Copy 10-17-12

MUTUAL AID AGREEMENT

This agreement is entered into between Mason County Fire Protection District No. 13 and the City of McCleary municipal corporations of the state of Washington.

This agreement is entered into under the authority of RCW 52.12.031.

1. Each of the parties owns and maintains equipment for the suppression of fires.

2. In the event of a major fire or disaster, each of the parties will need the assistance of the other party to provide supplemental fire.

3. Each of the parties has the necessary equipment and personnel to enable it to provide such service to the other party in the event of such an emergency.

4. The geographical boundaries of each party are located in such a manner as to enable each party to render mutual aid service to the other.

The parties, to carry out the purposes and functions described above and in consideration of the benefits to be received by each of the parties, agree as follows:

1. **Request for Assistance.** The commanding officer of the fire department or the officer in charge of a fire unit or an emergency medical service unit at the scene of an emergency, or either party, is authorized to request assistance from the other party if confronted with an emergency situation at which the requesting party has need for equipment or personnel in excess of that available at the requesting party's fire department.

2. **Response to Request.** Upon receipt of such a request, the commanding officer of the party receiving the request shall immediately take the following action:

A. Determine if the responding party has equipment and personnel available to respond to the requesting party and determine the nature of the equipment and number of personnel available.

B. Determine what available equipment and what available personnel should be dispatched in accordance with the operating plans and procedures established by the parties.

C. In the event the needed equipment and personnel are available, to dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.

D. In the event the needed equipment and personnel are not available, to immediately advise the requesting party of such fact.

3. **Command Responsibility at Emergency Scene.** The chief officer or senior officer of the party to which the response is made shall be in command of the operations under which the equipment and personnel sent by the responding party shall serve; provided, that the

responding equipment and personnel shall be under the immediate supervision of the officer in charge of the responding apparatus.

4. **Termination of Service.** The equipment and personnel of the responding party shall be released from service and returned to the responding district by the commanding officer in charge of the operations as soon as conditions may warrant.

5. **Liability.** Each party agrees to assume responsibility for all liabilities that occur or arise in any way out of the performance of this agreement by its personnel only and to save and hold the other party, its employees and officials, harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's employees relating to the performance of this agreement.

6. **Insurance.** Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.

7. **Compensation.** Each party agrees that it will not seek compensation for services rendered under this agreement from the other party in charge of a fire unit at the scene of an emergency, or either party, is authorized to request assistance from the other party if confronted with an emergency situation at which the requesting party has need for equipment or personnel in excess of that available at the requesting party's fire department.

8. **Pre-Emergency Planning.** The commanding officers of the parties shall, from time to time, mutually establish pre-emergency plans which shall indicate the types of and locations of potential problem areas where emergency assistance may be needed, the type of equipment that should be dispatched under various possible circumstances and the number of personnel that should be dispatched under such circumstances. Such plans shall take into consideration and insure the proper protection by the responding party of its own geographical area.

9. **Non-Exclusive Agreement.** The parties to this agreement shall not be precluded from entering into similar agreements or first response agreements with other municipal corporations.

10. **Termination.** This agreement may be terminated by either party giving to the other party a thirty (30) day notice of termination in writing.

DATED: _____

City of McCleary

BY: _____
Mayor
BY: _____
Secretary

Mason County
Fire Protection District No. 13
BY: _____
Chairperson of the Board
BY: _____
Secretary

MUTUAL AID AGREEMENT

This agreement is entered into between Mason County Fire Protection District No. 13 and City of McCleary ~~County Fire Protection District No. _____~~, municipal corporations of the state of Washington.

This agreement is entered into under the authority of RCW 52.12.031.

1. Each of the parties owns and maintains equipment for the suppression of fires ~~and for the supplying of emergency medical services~~. ~~Each of the parties also retains firefighting personnel who are trained to provide various levels of emergency medical services.~~
2. In the event of a major fire or disaster, ~~or other emergency,~~ each of the parties will need the assistance of the other party to provide supplemental fire suppression ~~and emergency medical service equipment and personnel.~~
3. Each of the parties has the necessary equipment and personnel to enable it to provide such service to the other party in the event of such an emergency.
4. The geographical boundaries of each party are located in such a manner as to enable each party to render mutual aid service to the other.

The parties, to carry out the purposes and functions described above and in consideration of the benefits to be received by each of the parties, agree as follows:

1. **Request for Assistance.** The commanding officer of the fire department or the officer in charge of a fire unit or an emergency medical service unit at the scene of an emergency, or either party, is authorized to request assistance from the other party if confronted with an emergency situation at which the requesting party has need for equipment or personnel in excess of that available at the requesting party's fire department.
2. **Response to Request.** Upon receipt of such a request, the commanding officer of the party receiving the request shall immediately take the following action:
   A. Determine if the responding party has equipment and personnel available to respond to the requesting party and determine the nature of the equipment and number of personnel available.
   B. Determine what available equipment and what available personnel should be dispatched in accordance with the operating plans and procedures established by the parties.
   C. In the event the needed equipment and personnel are available, to dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.
   D. In the event the needed equipment and personnel are not available, to immediately advise the requesting party of such fact.
3. **Command Responsibility at Emergency Scene.** The chief officer or senior officer of the party to which the response is made shall be in command of the operations under which the equipment and personnel sent by the responding party shall serve; provided, that the responding equipment and personnel shall be under the immediate supervision of the officer in charge of the responding apparatus.

4. **Termination of Service.** The equipment and personnel of the responding party shall be released from service and returned to the responding district by the commanding officer in charge of the operations as soon as conditions may warrant.

5. **Liability.** Each party agrees to assume responsibility for all liabilities that occur or arise in any way out of the performance of this agreement by its personnel only and to save and hold the other party, its employees and officials, harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's employees relating to the performance of this agreement.

6. **Insurance.** Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.

7. **Compensation.** Each party agrees that it will not seek compensation for services rendered under this agreement from the other party.in charge of a fire unit ~~or an emergency medical service unit~~. at the scene of an emergency, or either party, is authorized to request assistance from the other party if confronted with an emergency situation at which the requesting party has need for equipment or personnel in excess of that available at the requesting party's fire department.

8. **Pre-Emergency Planning.** The commanding officers of the parties shall, from time to time, mutually establish pre-emergency plans which shall indicate the types of and locations of potential problem areas where emergency assistance may be needed, the type of equipment that should be dispatched under various possible circumstances, and the number of personnel that should be dispatched under such circumstances. Such plans shall take into consideration and insure the proper protection by the responding party of its own geographical area.

9. **Non-Exclusive Agreement.** The parties to this agreement shall not be precluded from entering into similar agreements or first response agreements with other municipal corporations.

10. **Termination.** This agreement may be terminated by either party giving to the other party a thirty (30) day notice of termination in writing.

DATED: August 23, 2012

Mason County
Fire Protection District No. 13

BY: James E Bell
Chairperson of the Board

BY: Tamera Donovan
Secretary

_____ County
Fire Protection District No. _____

BY: _____
Chairperson of the Board

BY: _____
Secretary

STAFF REPORT

To: Mayor Dent
From: Wendy Collins, Clerk-Treasurer
Date: September 12, 2012
Re: BIAS Online Xpress Bill Pay Document Change

The City was notified by Chase that the original Merchant Application and Agreement was an old one that has been superseded by the attached current version. Because this is a new and different version from what you previously approved, staff is bringing this back to the Council for your approval.

In addition, staff contacted Chase for further details on the charges that will be made to the City for various fees and services and they submitted a statement from another entity to review. Staff recommends implementing a $1.00 fee per transaction to cover fees imposed for the service. Fiscal impact should be minimal.

Action Requested:

Please authorize the Mayor to sign the Chase contract for online Xpress bill pay and approve the implementation of a $1.00 service fee per each Xpress Bill Pay transaction.

CHASE Paymentech

Schedule A to Merchant Agreement

Merchant: **City of McCleary**

NAPSLSSCHEDAIPT 20121001 V2.0

Assumptions

Transaction-related assumptions	
Payment Transaction Sales Volume	$257,500
Average Transaction Amount	$100.00
PIN Debit / EBT Transactions	0
Conveyed Transactions	76

Other assumptions	
Number of locations	1
Authorization / Capture %	105%
Chargebacks as % of Sales Transactions	0.030%
Stored Value Transactions	

Target Qualification Level:

Visa:	Utility Credit	VUTC
MasterCard:	Utility Credit	MUTC
Discover:	PSL - Utilities (Core)	D158

1. Fees applied on every transaction *Visa, MasterCard and Discover assess an Interchange Rate, Interchange Fee, Assessment Fee & Network Fee for each transaction. These rates and fees will be passed thru at cost. Payment Brand interchange rates can be accessed by visiting the Learning & Resources section of Chase Paymentech's website, and selecting "Understanding Interchange".*

Payment Brand Interchange & any incremental discount rate %	
Visa, MasterCard & Discover Interchange Rates	as set by each Payment Brand
Visa, MasterCard & Discover Incremental Discount Rate	0.1700%
Billing Frequency:	Monthly
PIN Debit and/or EBT Network Fees	All standard PIN Debit Network Fees will be assessed
PIN Debit - Incremental Discount Rate	N/A
JCB (Japanese Credit Bureau)	N/A
Voyager Discount Rate (if settled):	N/A

Payment Brand Assessments		
Visa		0.110%
MasterCard	(Credit transactions < $1000 and all Debit transactions)	0.110%
MasterCard	(Credit transactions > $1000)	0.130%
Discover		0.105%

Payment Brand Network Fees	(Credit)	(Debit)
Visa Auth Processor Fee (APF)	$0.0195	$0.0155
MasterCard Network Access & Brand Usage Fee (NABU)	$0.0185	$0.0185
Discover Data Usage Fee	$0.0185	$0.0185

Transaction Fees	
MasterCard per transaction	N/A
Visa per transaction	N/A
Discover per transaction	N/A
JCB per transaction	N/A
American Express per transaction	N/A
PIN Debit per transaction	$0.2000
EBT per transaction	N/A
Check Verification - Scan per transaction	N/A
Voyager per transaction	N/A
Wright Express per transaction	N/A
Hosted Pay Page per transaction	N/A

Authorization Fees	
MasterCard per authorization	$0.1700
Visa per authorization	$0.1700
Discover per authorization	$0.1700
JCB per authorization	N/A
American Express per authorization	$0.1700
Voyager per authorization	N/A
Wright Express per authorization	N/A
Private Label per authorization	N/A
Dial Backup authorization surcharge	$0.0150
Encryption Fees	
Safetech Encryption per transaction	N/A

Customer Initials	X_____	Please initial to acknowledge page 1 of the Schedule A pricing sheet

2. One Time and Periodic Fees

One Time Fees	
Account Setup Fee	N/A
Rush Fee	N/A
Terminal Reprogram Fee	N/A
PIN Debit Setup Fee	N/A
PIN Pad Encryption Fee	N/A

Monthly Fees	
Monthly Service Fee [1]	$5.00
Monthly Minimum Fee [2]	$25.00
Monthly Helpdesk Fee	N/A
Online Reporting Tool	N/A
Safetech Encryption [3]	N/A

Monthly Fees - Pass Thru	
Visa Fixed Acquirer Network Fee [4]	Varies

Annual Fees	
Annual Fee	N/A

Internet Product:	NetConnect
Setup fee	$50.00
Third Party Setup fee	N/A

Monthly fee	N/A
Third Party Monthly fee	N/A

1 - Monthly service fees will be debited for the first time in the month after your account has been set up. These fees will be debited regardless of whether you are processing transactions through your account.

2 - If the total of all fees each month in section 1, 3, 4 and 5 do not equal the Monthly Minimum Fee, your account will be debited for the difference.

3 - If Merchant obtains point of sale device(s) from Chase Paymentech for use with Safetech Encryption, the following additional fees shall be assessed: (a) a one-time fee of $10.90 per device; and (b) an encryption injection fee of $34.95 per device per occurrence. These assessments are in addition to the above Safetech Encryption Fee(s). Merchant acknowledges and understands that its use of any fraud mitigation or security enhancement solution (e.g. an ecryption product or service), whether provided to Merchant by Paymentech or a third party, in no way limits Merchant's obligation to comply with the Security Standards or Merchant's liabilities set forth in this Agreement.

4 - Visa Fixed Acquirer Network Fee is a monthly fee assessed by Visa based on Merchant Category Code (MCC), dollar volume, number of merchant locations, number of tax id's, and whether the physical Visa card is present or not present at the time of the transaction. This fee can vary monthly.

3. Per Incidence Fees

Per Incidence Fees - *Are charged every time your account incurs one of the below items*		
Statement Fee (emailed)	N/A	No charge if statements are sent to a valid email address
Statement Fee (mailed)	$5.00	Charged each month Paymentech mails a statement (whether at the request of Merchant or because delivery to a valid email address has failed)
Statement Fee (reprint)	N/A	Charged for each archived statement you request to have printed
Supplies: Billed Per Order	N/A	Charges for supply orders vary based on the items ordered
Chargeback Fee	$10.00	Charged when a cardholder or card-issuing bank formally protests a charge
Voice Authorization Fee	$0.65	Charged when you call the Voice Auth phone number to authorize a credit card
AVS Fee - Electronic	N/A	Charge for each electronic address verification authorization
Batch Settlement Fee	N/A	Charged for each batch of transaction(s) you submit for settlement
ACH Fee	N/A	Charged for each ACH (transmission of funds) sent to your account
ACH Return Fee	$25.00	Charged when Chase Paymentech is unable to debit fees from your account

Statement Type:	**Resource Online**	**No Statement / No Recap**	Statement Frequency:	**N/A**

Customer Initials	X_____	Please initial to acknowledge page 2 of the Schedule A pricing sheet

4. Stored Value Fees

Gift Card Program Type & Fees	
Gift Card Program:	N/A
Setup Fee	N/A
Monthly Fee	N/A
ACH Services Fee	N/A

Gift Card Fees	
Processing Fee per transaction	N/A
Block Activation Fee	N/A
Card Data File Fee	N/A

Cards, Packaging & Point-of-purchase marketing materials are available and priced on a per run basis, based on current rates. These rates are shown on the Gift Card Materials Order Form.

5. Payment Brand Fees - Per Incidence

MC AVS Auth Access Fee (Card Present)	$0.005	Charged by MasterCard when a merchant uses the address verification service to validate a cardholder address
MC AVS Auth Access Fee (Card Not Present)	$0.0075	
MC Account Status Fee (Intra-regional)	$0.025	Charged by MasterCard or Visa when a merchant uses this service to do an inquiry that a card number is valid
MC Account Status Fee (Inter-regional)	$0.030	
Visa Zero $ Account Verification Fee	$0.025	
MC Processing Integrity Fee	$0.055	Charged when a card is authorized but not deposited and the authorization is not reversed in a timely manner
Visa Misuse of Authorization Fee	$0.048	
Visa Zero Floor Limit Fee	$0.10	Charged when a transaction is deposited but never authorized
Visa Transaction Integrity Fee	$0.10	Applies to Visa Debit & Prepaid transactions that do not meet qualification criteria for Custom Payment Service (CPS) categories
MC Cross Border Assessment Fee	0.40%	Charged by MasterCard, Visa and Discover on foreign bank issued cards.
Visa International Service Assessment Fee	0.40%	
Discover International Service Fee	0.55%	
Visa Interregional IAF Fee	0.45%	Additional fee charged by Visa and Discover on foreign bank issued cards
Discover International Processing Fee	0.40%	
Visa Partial Auth Non-Participation Fee	$0.01	Applies to Petroleum merchants using automated fuel pumps that do not support Partial Authorization

6. Other Fees

Fee Description	(Amount)	Fee Description	(Amount)

Customer Initials	X_____	Please initial to acknowledge page 3 of the Schedule A pricing sheet

Equipment Swap Fees		
Type	**Description**	**Fee**
Replacement Fee (swap)	In warranty - Terminals, Printers, & Pinpads [1]	$50.00
Replacement Fee (swap)	Out of warranty - Terminals, Printers, & Pinpads: Replacement (swap) fees vary based on Manufacturer and Model and will fall within the specified range to the right	$100 - $500
Injection Fee	All Injection types	$34.95
Restocking Fee	Return equipment for any reason other than repair	$150.00
Late Fee	For all equipment returned late, or not returned	$500.00

1 New Equipment Warranty timeframes

5 years - Verifone Vx5XX, Vx6XX, PP1000 SE180; Hypercom T42XX, P1300 Pinpad, Ingenico ICT250, IPP320

3 years - Verifone MX830 Pinpad

1 year - all other new equipment

In warranty coverage applies only to new equipment purchased or leased from Chase Paymentech

Amount payable upon Termination

In addition to the other amounts due under this Agreement (including without limitation, the fees and charges described in this Schedule A), you may owe an amount in the event you terminate this Agreement. Whether you will owe that amount, and how much you will owe, will be determined in accordance with Section 10 of the Merchant Agreement.

Payment Brand Charges

Part of the fees that we charge you for processing your transactions consist of fees we pay to the Payment Brands. These charges, called "Payment Brand Charges", include, but are not limited to, interchange rates, assessments, file transmission fees, access fees, and international and cross border fees. Therefore, in addition to the rates set forth above, you also will be charged Payment Brand Charges. Payment Brand interchange rates can be accessed online by visiting the Learning & Resources section of Chase Paymentech's website, and selecting "Understanding Interchange".

Please note that Chase Paymentech may, from time to time, elect not to charge you for certain existing, new or increased Payment Brand Charges. If we elect not to charge you, we still reserve the right to begin charging you for existing, new or increased Payment Brand Charges at any time in the future, upon notice to you. No such Payment Brand Charges will be imposed retroactively.

IF YOU SELECT TO USE NETCONNECT, PLEASE READ THE FOLLOWING CAREFULLY

NetConnect is a product that utilizes the Internet for the transmission to us of your Card transactions. We cannot and will not be responsible for the reliability or security of your transmissions to us while they are in transit to us via the Internet. We strongly recommend that you maintain a dial back-up option to us for transmission of Card transactions for use during periods when your Internet connection is unavailable. Transactions sent to us via a dial back-up option during such periods will be billed the additional amount listed as "Dial Backup Authorization Surcharge".

7. Authorized Signature

Authorized Representative Signature: Must appear on Merchant Application section 11

Printed Name _____ Title _____

X_____ Signature _____ Date _____

Please ensure you have initialed pages 1, 2 and 3

CHASE Paymentech

SETUP DISCLOSURE AUTHORIZATION ADDENDUM

THIS SETUP DISCLOSURE AUTHORIZATION ADDENDUM (this "Addendum") is dated as of _____, 2012, by and between **Paymentech, LLC**, a Delaware limited liability company ("Paymentech"), and _____, a __Local_Gov't_____ ("Merchant").
(Corporate Name)

1. **Effect.** This Addendum supplements, and is hereby incorporated into and made a part of, that certain Merchant Agreement, dated effective as of _____, between Paymentech and Merchant (the "Merchant Agreement"). Except as otherwise defined herein, capitalized terms used herein shall have the meaning assigned to them in the Merchant Agreement. This Addendum shall supplement (and, as necessary, amend) the Merchant Agreement. Except to the extent they conflict with, or are inconsistent with, this Addendum, Merchant shall remain obligated to comply with all portions of the Merchant Agreement, including, without limitation, the Payment Brand Rules, Operating Guide and all schedules and attachments to the Merchant Agreement.

2. **Setup Disclosure Authorization.** Merchant is utilizing the services of the third-party supplier, vendor or VAR set forth below (the "Third Party"), and in connection with the services to be provided thereby, desires for Paymentech to provide the Third Party with certain information relating to Merchant's card processing account with Paymentech, including confidential password and login information belonging to Merchant (the "Information"). Merchant understands and acknowledges that the misuse or unauthorized disclosure of the Information by the Third Party could allow unauthorized persons to access Merchant's account, conduct unauthorized transactions on Merchant's account, or otherwise cause Merchant substantial harm for which Paymentech shall not be responsible or liable. Merchant hereby authorizes Paymentech to disclose the Information to the Third Party, and hereby agrees to waive and release Paymentech from any and all claims existing now or arising hereafter, caused by, arising out of or in any way relating to such disclosure by Paymentech and/or any use, misuse or unauthorized disclosure of the Information by the Third Party or any other third party which may obtain such information directly (or indirectly through one or more intermediaries) from the Third Party.

Third Party Name: Xpress Bill Pay
Address: 1656 S. East Bay Blvd. #150 Provo, UT, 84606
Fax: 800-768-0535

3. **Miscellaneous.** With exception of the Merchant Agreement, which is incorporated herein and made a part hereof by reference, this Addendum (including all schedules, riders and exhibits attached thereto) embodies the parties' final, complete and exclusive agreement with respect to the subject matter. This Addendum shall supersede all prior and contemporaneous agreements, understandings and representations, written or oral. Any waiver, amendment, or modification of this Addendum, or any of its terms, must be in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No waiver by either party of any breach of this Addendum shall be deemed a waiver of any other breach or any subsequent breach; nor shall such waiver affect either party's right thereafter to enforce any provision of this Addendum or to exercise any right or remedy in the event of any other default.

Paymentech, LLC

_____
(Corporate Name)

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

CHASE Paymentech™

Merchant Application and Agreement

If you make any corrections, you MUST initial each change.

THIS SECTION IS FOR INTERNAL USE ONLY	Rev. NAPSTAND 10/2012
Application ID: 7424969	Sales Rep: Brandon Rowe
Rep Fax: (855) 848-6761	Rep Phone: (800)824-4313

1. Merchant Business (Federal regulations require us to collect and retain information verifying a merchant's identity.)

"Doing Business As" (DBA) Information

Merchant DBA Name			Date Business Started (MM/YYYY)
City of McCleary			09 / 1943
DBA Street Address (No PO Box or Paid Mail Box)			Telephone #
100 S. 3rd.			(360) 495-3667
City	State	Zip Code	Fax #
McCleary	WA	98557	
Name of Primary Contact	Merchant DBA Email Address		
Wendy Collins	wendyC@CityofMccleary.com		

Legal Information (If you are an Individual/Sole Proprietor, fill in this section with your personal information)

Merchant Legal Name	State of Formation	Federal Tax ID/EIN (sole prop use SSN)
City of McCleary	WA	9 1 6 0 0 1 4 5 6

Complete this section if different from DBA Information.

Legal Street Address			Telephone #
100 S. 3rd.			(360) 495-3667
City	State	Zip Code	Fax #
McCleary	WA	98557	
Legal Email Address			
wendyC@CityofMccleary.com			

Business and IRS Information (Please check the type of business and how it is taxed)

☐ LLC ➡	**taxed as** ☐ S Corporation ☐ C Corporation ☐ Partnership ☐ Disregarded Entity[1]
☐ Individual/Sole Proprietor	[1] A *Disregarded Entity* is a business that is separate from its owner for legal purposes but the owner chooses to "disregard" that separation for federal income tax purposes. If an individual owns a Disregarded Entity, it is treated as a sole proprietor. If another legal entity owns it, it is treated as a branch or division of the owner.
☐ Partnership	
☐ Private Corporation **or** ☐ Public Corporation ➡	**taxed as** ☐ S Corporation ☐ C Corporation
☒ Government Agency **or** ☐ Non-Profit[2] ➡	**check if** ☐ Exempt from IRS backup withholding

[2] Non-profit companies need to submit form 501C and, if exempt from sales tax, should also submit their state tax exempt certificate.

2. Merchant Profile

Is your business home-based? ☐ Yes ☒ No	Has business ever been in bankruptcy? ☐ Yes ☒ No
If "Yes" above, where is the inventory located?	What is your type of business? ☒Retail ☐Restaurant ☐Lodging ☐Auto Rental ☐Cash Advance ☐Convenience Store/Gas ☐Other:
What merchandise do you sell or services do you provide? UTILITY PAYMENTS	☐ Internet (You are **required** to list **all** website addresses): www.
Is your business seasonal? ☐ Yes ☒ No	

3. Delivery of Statements, Chargeback Requests, and Retrieval Requests

Statements (Select one delivery method and one address only)		Chargeback and Retrieval Requests (Select one address only)	
☒ **Email** statements to	☐ **Mail** statements to (see pricing)	Mail requests to	To have **retrievals** faxed instead of mailed, provide fax number below:
☒ Legal email address	☐ Legal address	☒ Legal address	
☐ DBA email address	☐ DBA address	☐ DBA address	

4. Sales Information

What is the estimated annual breakdown (in %) of your annual Payment Card Transactions?

0	%	Via mail or phone order
100	%	Ecommerce – accepted on your website
0	%	Card is swiped
0	%	Card is present but keyed
100	**%**	**Total**

Do you ever charge a Customer on a recurring basis? ☐ Yes ☐ No

If "Yes" above, how often will you charge?
☐ 30 Days ☐ 60 Days ☐ 90 Days ☐ Annually
☐ Other:

If Customers are required to pay a deposit, what % of total sale? %

5. Ownership Information

If one or more individuals own your business,

➡ Complete section A or A and B for one or two who have greatest % of ownership.

If your business is a non-profit organization, publicly owned corporation, or governmental entity,

➡ Complete section C only.

If a parent company owns your business,

Enter the name of the legal entity(ies) in section A or A and B

➡ Provide name of Authorized Representative in Section C.

➡ Substitute the parent company Federal Tax ID into the SSN section.

If Authorized Representative signing this Application is not an owner

➡ Complete section C only.

A Name of Individual/Sole Proprietor or Parent Company	Percentage of Ownership: %		Social Security #
Street Address (Individual/Sole Proprietor use home address) (No PO Box or paid mailbox)			Date of Birth
City	State	Zip Code	Telephone #

B Name of Individual/Sole Proprietor or Parent Company	Percentage of Ownership: %		Social Security #
Street Address (Individual/Sole Proprietor use home address) (No PO Box or paid mailbox)			Date of Birth
City	State	Zip Code	Telephone #

C Name of Authorized Representative	Title

6. Funding and Account Information

The Merchant must own the bank account you provide below. Chase Paymentech may:

- deposit into this account amounts owed to Merchant by Chase Paymentech, such as proceeds from Merchant's Payment Card Transactions
- debit this account for amounts Merchant owes to Chase Paymentech associated with its Merchant account, such as fees for processing Merchant's Payment Card Transactions
- debit this account for any negative amounts presented, such as refunds, returns or Chargebacks

Name of Bank Sterling Bank	Designating this bank account for the purposes outlined above must not violate any of Merchant's organizational documents or any agreement to which the Merchant is a party.
Routing Number (always consists of 9 digits)	Account Number (number of digits will vary)

The image below shows where to find your Routing Number and Account Number. Do not use the internal routing number that begins with a 5.

7. Payment and Processing Information

If you have previously accepted payment cards, please include your three (3) most recent monthly processing statements.

Please check all payment methods you wish to accept:

☒ Visa ☒ MasterCard ☒ Discover/JCB ☐ American Express
☐ Voyager ☐ Wright Express ☐ Gift Card ☐ PIN Debit

Current Payment Processor:

Has Merchant ever had a breach involving lost card data or received a notification for any violation of the Payment Brand Rules? ☐Yes ☐ No

Total Annual Visa/MC/Discover Sales Volume (est.)	$ 250,000
Total Annual PIN Debit Sales Volume (estimated)	$
Average Ticket Amount (estimated)	$ 100
Highest Transaction Amount (estimated)	$

8. American Express® Authorization

☐ American Express annual processing volume is greater than $500,000.00, please provide American Express SE #*:

*If American Express annual processing volume is greater than $500,000.00 and SE # is unknown or you would like to apply for one, please contact American Express directly at (855) 894-6570.

☐ American Express annual processing volume is, or is expected to be, $500,000.00 or less, please complete section below:

Estimated Total Annual American Express Sales Volume	$ 25,000

Estimated Average American Express Transaction Amount	$ 100

All American Express fees are set by American Express and are subject to change by American Express. The fees set forth herein are only quotes, based upon the then-current American Express pricing guidelines, which may be modified from time to time.

If Merchant operates an internet/physical delivery, mail order/telephone order, or home-based business, Merchant will not be charged the American Express Discount Rate. Instead, Merchant will be charged a flat monthly fee of $7.95. If Merchant is charged a flat monthly fee, for any reason, that fee will continue until Merchant's American Express volume exceeds $4,999 in a 12-month period. At such time American Express will begin charging Merchant the applicable industry-specific American Express Discount Rate.

Based on Merchant's MCC, an additional per transaction fee may be applied to each American Express transaction.

American Express Discount Rate*	%
American Express Prepaid/Gift Card Discount Rate+	1.95 %

An Inbound fee of 0.40% will be applied to any charge made using an American Express card issued by an issuer located outside of the United States. The Inbound fee will not be applied on international American Express Prepaid/Gift Card transactions.

*For Merchants with a retail or restaurant MCC, an additional 0.30% downgrade will be charged by American Express for transactions whenever a CNP or Card Not Present charges occurs.

+Supermarket MCCs will be assessed a Prepaid/Gift Card per transaction fee of $0.20 rather than the stated Discount Rate.

By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity which agrees to be bound by the American Express® Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete and accurate. I authorize Paymentech and American Express Travel Related Services Company, Inc. ("American Express") and American Express's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies, from time to time, and disclose such information to their agents, subcontractors, Affiliates, and other parties for any purpose permitted by law. I authorize and direct Paymentech and American Express and American Express's agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize American Express to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. I understand that upon American Express's approval of the application, the entity will be provided with the Agreement and materials welcoming it to American Express's Card acceptance program.

X _____ _____
Signature Date

9. Site Visit

If your business is selected for a site visit, Chase Paymentech, or a third party representing Chase Paymentech, will contact you at the number provided. You **MUST** assist with the site visit and Chase Paymentech **MUST** approve the results of the site visit.

The site visit includes, but is not limited to,

- an interview with you regarding the nature of your business, **and**
- photographs of your business operation.

If the site visit is not completed or the results of the site visit are not approved, Chase Paymentech may,

- decline your application for a merchant account
- withhold your funds, **or**
- terminate your Agreement with Chase Paymentech **and** close your Merchant account.

To help expedite the process, we **require** the following information:

Best phone # to contact you:	Preferred language: ☐ English ☐ Spanish
Best time to reach you:	☐ Other:

10. IRS Certification

Under penalty of perjury, I certify that:

1. The number shown on this form (Section 1) is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest in dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person.

Certification Instructions

You must cross out and initial #2 above if you have been notified by the IRS that you are currently subject to backup withholding.

IRS Form W-9 instructions available upon request.

11. Authorized Representative(s)

The first four pages of this document are the Merchant's Application to establish a Merchant account with Paymentech, LLC ("Chase Paymentech") and JPMorgan Chase Bank, N.A. ("Member"). Once submitted, the Application belongs to Chase Paymentech and Member. Any set up fee paid by Merchant is non-refundable. The Application is subject to approval by Chase Paymentech and Member. If the Application is approved, Chase Paymentech will establish one or more Merchant account(s). All Merchant accounts will be governed by the entire Agreement, which includes: the Application, the Terms and Conditions, Schedule A (pricing), and any amendments, supplements or modifications provided to you.

As a person who submits the Application on behalf of Merchant and who signs this document on behalf of Merchant, I, the undersigned, certify that

- I am an owner, partner, officer or other authorized representative of the Merchant ("Authorized Representative")
- I have been duly authorized to
  - submit the Application, and all information contained therein, on behalf of the Merchant
  - sign the Application and Agreement on behalf of Merchant
  - legally bind the Merchant to the Agreement.

Through its Authorized Representative(s), Merchant

- represents and warrants that all information contained within the Application as well as any information submitted in conjunction with the Application is true, complete, and not misleading
- represents and warrants that it owns the bank account provided in Section 6
- represents and warrants that it has received a complete copy of the Agreement, including the Terms and Conditions for Merchant Agreement and Schedule A
- agrees to be legally bound by the Agreement
- understands that any unilateral changes to the pre-printed text of any part of the Agreement may result in Chase Paymentech declining Merchant's Application or terminating the Agreement
- agrees that Chase Paymentech, Member, or their designees, may
  - investigate and verify the credit and financial information of Merchant
  - obtain consumer and commercial credit reports on Merchant and its owner(s) from time to time
  - use consumer and commercial credit reports on Merchant and its owner(s) in connection with the establishment and maintenance of Merchant's account and Agreement
- agrees that Member and Chase Paymentech may share credit, financial information about Merchant and Chase Paymentech.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding. (See Section 10 above).

Authorized Representative: Signer's name must appear in Section 5A, 5B, or 5C

X _____ _____ _____

Signature | Print Name | Date

Authorized Representative: Signer's name must appear in Section 5A, 5B, or 5C

X _____ _____ _____

Signature | Print Name | Date

12. Individual Guarantor(s)

The person(s) acting as individual guarantor(s) must have an ownership interest in Merchant and must be listed in Section 5 of this Application. As an individual(s) who agrees to be personally responsible for Merchant's account with Chase Paymentech (a "Guarantor"), I

- certify I have received and reviewed a complete copy of the Agreement, including the Application, Terms and Conditions, and Schedule A
- certify I have read the Agreement, including, without limitation, the "Personal Guaranty" section at the end of the Terms and Conditions
- agree to be bound as a Guarantor of the Merchant's obligations under the Agreement in accordance with the "Personal Guaranty" section of the Terms and Conditions
- certify that I have an ownership interest in Merchant
- agree that Chase Paymentech, Member, or their designees, may investigate and verify the credit and financial information about me and may obtain consumer credit reports on me from time to time
- agree that Chase Paymentech, Member, or their designees, may use such consumer credit reports in connection with establishing and maintaining the Merchant's account and Agreement
- agree that all business references, including financial institutions, may share my credit and financial information with Chase Paymentech

Guarantor:

X _____ _____ _____

Signature | Print Name | Date

Guarantor:

X _____ _____ _____

Signature | Print Name | Date

If any of the information provided in this Merchant Application and Agreement changes, you must notify Chase Paymentech of such change(s) as soon as possible.

Internal Use Only: Approved by Paymentech, LLC for itself and on behalf of JPMorgan Chase Bank, N.A.

_____ _____ _____

Signature | Title | Date

Wendy Collins

From:	Rowe, Brandon [Brandon.Rowe@ChasePaymentech.com]
Sent:	Tuesday, October 16, 2012 9:52 AM
To:	Wendy Collins
Cc:	'Jared Swinford'; Paul Grinceri
Subject:	Chase/Xpress Bill Pay Follow Up
Attachments:	City of McCleary Application.doc; City of McCleary Pricing.pdf; SETUP DISCLOSURE AUTHORIZATION.doc

Wendy,

It was a pleasure to speak with you on today. As we discussed, I have attached the pricing sheet that we will need back along with the application and Setup Disclosure Form.

Check List Scan and Email back or Fax back Attn: Brandon 1855-848-6761

- 4 Page Application
- 1 Page Setup Disclosure Form
- 4 Page Pricing Sheet (Please sign each page at bottom)

Thanks in Advance!

Brandon Rowe
214-849-3625

Brandon Rowe | Account Executive | Chase Paymentech
14221 Dallas Parkway, Dallas TX, 75254 |
T: 214.849.3625 | Toll Free 800.824.4313x 3625 | F 214.849.3625 |
Brandon.rowe@Chasepaymentech.com

JPMorgan Chase & Co.

Learn more about Chase Paymentech Solutions,LLC payment processing services at www.chasepaymentech.com.

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STAFF REPORT

To: Mayor Dent
From: Nick Bird, P.E., Director of Public Works
Date: October 18, 2012
Re: Gutter Replacement

The gutters of six City owned facilities were damaged by the snow storm in early 2012. These buildings must be repaired prior to the wet season. The buildings are a public restroom, and park kitchen at Beerbower Park, Timberland Library located on South 4th Street, and several buildings at our Wastewater Treatment Facility Plant.

The work is to be completed via the limited public works process by gutter contractors. A copy of the notification, scope, proposal, and contract has been transmitted to three local gutter contractors. Copies of the proposal are due at 4:00 PM on Friday October 19. As such, a recommendation and requested action will be provided with a summary of the bids at the Council Meeting.

Staff Recommendation:

Will be provided at the Council Meeting.

Action Requested:

Will be requested at the Council Meeting.

STAFF REPORT

To: Mayor Dent
From: Nick Bird, P.E., Director of Public Works
Date: October 18, 2012
Re: Wildcat Sewer Supplies

Over the last couple years two residential structures located in the wildcat development on the north end of town have had several sewer backups. Aside from the personnel impacts, continued sewer backups into the residences are unacceptable. Todd took the liberty to bring House Brothers out to video the existing line, which identified several low spots in the line allowing water and material to accumulate. Rather than replace the line in its current location, which is between two houses along a tree and fence line, we have found an alternative path to maintain service to the property in the right of way.

Todd solicited supply bids from three companies. The companies and bid amounts (less Washington State Sales Tax) are shown below.

Supplier	Bid Amount (Less WSST)
Ferguson Waterworks	$2,487.85
HD Fowler	$2,644.53
HD Supply	$2,642.15

Staff Recommendation:

Staff believes continued impacts to these properties are unacceptable and a correction is necessary. The solution presented is the lowest cost alternative to correct the existing deficiency.

Action Requested:

Please authorize the City to proceed with the procurement of supplies from Ferguson Waterworks.

STAFF REPORT

To: Mayor Dent
From: Nick Bird, P.E., Director of Public Works
Date: August 15, 2012 / Rev. October 17, 2012
Re: Commercial Utility Service

A commercial building owner contacted the City regarding changing the service configuration of the site to reduce the utility rates charged to the property. After a thorough review, the conclusion was not quite as expected, nor as practiced. A copy of the memorandum documenting the review is attached for your review and reference. To reduce the total pages copied, the Appendices have been omitted. If you wish to have a copy of the appendices, please let us know.

Ultimately, at this point in time, we wish to confirm that the language in the Municipal Code and associated Resolutions, as referenced in the memorandum, is consistent with the Council's vision of implementing these resolutions and the Municipal Code.

In the event the language is consistent with the intended implementation, we will proceed with the recommendations made in the memorandum. Obviously if the intended vision differs, we must correct this difference.

As suggested by counsel, we have contacted the following agencies to confirm their approach to commercial water billing:

- Elma – one base rate plus consumption per meter (similar to McCleary)
- Montesano – one base rate plus consumption per meter (similar to McCleary)
- Hoquiam – one base rate plus consumption per meter (similar to McCleary)
- Aberdeen – one meter equivalent size (MES) plus consumption per meter (similar to McCleary)

Staff Recommendation:

The approach laid out by the current language seems reasonable and passes the infamous "common sense test".

Action Requested:

Please consider confirming the language in the Municipal Code and associated resolutions is consistent with the Council's vision.

STAFF REPORT

To: Mayor Dent
From: Nick Bird, P.E., Director of Public Works
Date: October 17, 2012
Re: Electric Vehicle Charging Stations

Last meeting Council indicated a review of the email from Ecotality would be beneficial to determine the appropriate path for this subject. A copy of the October 8 email is attached.

Staff Recommendation:

Staff still believes low risk of these two items is appropriate for having one quick charging station and two standard charging stations constructed for free. Additionally, as we understand it, after presentation of the cost estimates, the City has the authority to authorize or reject continuation of the project.

Action Requested:

Please confirm that the City wishes to execute the revised agreements presented in September.

Nick Bird

From: Ben Hoover [BHoover@ecotality.com]
Sent: Monday, October 08, 2012 3:48 PM
To: Nick Bird
Cc: Colin Mercer
Subject: RE: Council OK
Attachments: image001.gif; image002.jpg; image003.jpg; image004.jpg; image014.jpg; image015.jpg; image016.jpg; image017.jpg; image018.jpg

Hi Nick and Colin-

Thanks again for your time and interest. Our responses are noted below in ORANAGE.

We will need to note all agreed upon changes in an amendment format (which I will draft when we reach agreement) – this is a requirement from our legal dept (to help coordinate and review edits across the hundreds/thousands of agreements we have under the EV Project).

Thanks! Looking forward to your thoughts and if you want to proceed to the next steps.

Ben

Ben Hoover
Business Development Executive – NW Region
bhoover@ecotality.com | +1.425.202.6077

blink

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ecotality
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From: Nick Bird [mailto:NickB@cityofmccleary.com]
Sent: Saturday, October 06, 2012 10:41 AM
To: Ben Hoover
Cc: Colin Mercer
Subject: RE: Council OK

Good Morning Ben,
As Colin indicated, we have received comments from our City Attorney, which are summarized below. I have also included a pdf of the Attorney's memorandum for you use should clarification be needed on the information shown below.

To finalize this process, would it be possible to make the necessary changes to the existing agreements rather than issue an amendment to each agreement? We believe that this approach would provide cleaner record keeping for all parties.

With that being said, the suggested modifications are shown below with additions underlined and ~~deletions stricken~~:

1. Section 1.11; Please revise the second sentence to read, "associated with performing any such alterations, including, without limitation, the cost of construction, restoration, and any increased operating costs resulting from such alterations". Accepted – will note in amendment

2. Section 1.13; Please revise the sentence to read, "... and Licensee intends to share collected revenues from the EVSE for costs to be determined later." - Accepted - we will add in our standard language around the revenue share percentages (50/50 split) in an amendment. Fyi – this will not have driver/user costs noted – since this is a program element and not a contractual component.

3. Section 5.2 (DCFC); Reference to restoration should be Section 5.3 not 4.4. Agreed/accepted – will not in amendment

4. Section 5.1 & 6.1 (DCFC): Termination without cause should be authorized for both parties or neither party. Please revise accordingly. Additionally, removal of the unit identified under Section 5 (Section 6 for DCFC) must reference restoration under Section 4.4 and 5.3, respectively. – Can not agree to mutual termination w/ out cause. Since you are agreeing to use of federal funds our participants can not terminate w/out cause – therefore preventing other hosts to use these funds for their project. Hope this is something that you can agree to – this is a deal breaker on our end.

5. Section 9; Please revise the first sentence to read, "and may be hand delivered, ~~sent by United States Mail, postage prepaid~~ first class mail, properly addressed and postage prepaid and certified mail, properly addressed and postage prepaid, or delivered by a nationally recognized courier service." - Accepted – will be noted in amendment

6. Section 20; Time period previously referenced in Section 5/6 should be consistent with Section 20. Please revise Section 20 to state 10 Days. Additionally, please revise the second sentence to read, "... including damages and specific performance, as identified in Section 7." – Accepted – will be noted in amendment

7. Please Add Section 25; *Jurisdiction.* Jurisdiction and venue for any actions arising out of this Agreement shall be in Grays Harbor County, Washington. – We can not agree to this. This also is a deal breaker.

Hopefully I didn't miss anything, but if you have any questions, please feel free to let us know!

Thank you,
Nick

Nicholas D. Bird, P.E.
Director of Public Works

City of McCleary - 100 S. 3rd Street - McCleary, WA 98557
(360) 495-3667 ext 103; (360) 495-3097 (fax)

From: Ben Hoover [mailto:BHoover@ecotality.com]
Sent: Tuesday, October 02, 2012 12:04 PM
To: Colin Mercer
Cc: Nick Bird
Subject: RE: Council OK

Great.
Thanks!

Ben

Ben Hoover
Business Development Executive – NW Region
bhoover@ecotality.com | +1.425.202.6077

ECOtality North America – Seattle Office
1326 Fifth Ave. Suite 427
Seattle, WA 98101-2608
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From: Colin Mercer [mailto:ColinM@cityofmccleary.com]
Sent: Tuesday, October 02, 2012 11:33 AM
To: Ben Hoover
Cc: Nick Bird
Subject: RE: Council OK

Hi Ben
We received a Memorandum from our City Attorney with a few items he has comments on, as soon as Nick and the Mayor have reviewed his comments we will forward something to you right away.
Colin

Colin Mercer
Acting Building Official
City of McCleary - 100 S. 3rd Street - McCleary, WA 98557
(360) 495-3667 ext 111; (360) 495-3097 (fax)

From: Ben Hoover [mailto:BHoover@ecotality.com]
Sent: Tuesday, October 02, 2012 10:11 AM
To: Colin Mercer
Subject: RE: Council OK

Hi Colin-

Just checking in on the agreement signature status. Give a shout if you have any remaining questions.

I will process as soon as I receive them and this will kick off the next steps of site-visit and contractor estimates.

Thanks!

Ben

Ben Hoover
Business Development Executive – NW Region
bhoover@ecotality.com | +1.425.202.6077

blink

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From: Ben Hoover
Sent: Thursday, September 27, 2012 4:41 PM
To: Colin Mercer
Subject: RE: Council OK

Thanks Colin!

Sorry for the delayed response. This is good news.

Yes, we need to have the contracts signed and then we can move forward w/ the estimate phase.

Feel free to sign and scan /email back to me – if that works best for you. Or you can fax. Whichever you prefer.

Let me check on the additional location option process. I think we can move forward w/ the identified location and the signed agreements now (to meet the credit deadline – to allow you to get the most $$ available) and then if the address changes we can amend via an addendum, etc.

Make sense?

Thanks again for your time and interest! This will be a fun project to work together with you and your team.

Ben

Ben Hoover
Business Development Executive – NW Region
bhoover@ecotality.com | +1.425.202.6077

blink

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From: Colin Mercer [mailto:ColinM@cityofmccleary.com]
Sent: Thursday, September 27, 2012 11:30 AM
To: Ben Hoover
Subject: Council OK

Hi Ben
The council has approved us moving forward with having the agreements reviewed by our city attorney,
Do you actually need to have those returned signed before we can move on to the estimate phase?

At last nights meeting, a council member asked if we could look at the transit station as a possible location as well.
So I need to provide any additional information to you for adding an additional location to be considered?

Thanks Colin

Colin Mercer
Acting Building Official

City of McCleary - 100 S. 3rd Street - McCleary, WA 98557
(360) 495-3667 ext 111; (360) 495-3097 (fax)

HAROLD LeMAY ENTERPRISES, INC.
4201 OLYMPIC HIGHWAY EAST
ABERDEEN, WASHINGTON 98520
Phone 360-533-1251

October 17, 2012

Mayor and Council Members
City of McCleary
100 South 3rd Street
McCleary, WA 98557

Re: Contract for Garbage, Recyclables and Yard Waste Collection, Annual Increase

Dear Mayor Dent and Council Members,

The Company is requesting the garbage and recycling rates be increased effective January 1, 2013 pursuant to item 32 of the Garbage and Curbside Recycling Contract.

The Consumer Price Index for one year ending June 2012 has increased 2.8%. The contract allows 80% of the CPI for a 2.24% increase in the existing rates and the pass through of any disposal increase.

Regulatory changes requiring storm water treatment at the Central Transfer Station and related costs combined with the CPI adjustments for operations and disposal require the County to increase the disposal fee at the Central Transfer Station effective January 1, 2013. The disposal fee will increase by $5.75 a ton. The current rate of $87.50 per ton will change to $93.25 per ton.

If you have any questions or would like to discuss the calculations, we would be happy to meet at your convenience. I can be reached at (360) 533-8294 or PaulDi@WasteConnections.com . It's always a pleasure working with you.

Your consideration is appreciated.

Sincerely,

Paul Dionne
Manager

Cc: Jeff Harwood, Kevin Joyce, Tom Rupert
Wendy Collins, Clerk-Treasurer

GRAYS HARBOR COUNTY

Resolution No. 2012-100

A RESOLUTION imposing rates and charges for certain water, sewer, and solid waste services in Grays Harbor County, Washington, amending Resolutions No. 02-113, No. 2003-129, 2004-42, 2005-18, 2005-126, 2006-10, 2007-137, 2008-152, 2009-20, 2010-133 and 2011-088.

WHEREAS, water, sewer, and solid waste services provided by Grays Harbor County ("County") are critical to the health and welfare of the citizens of the County; and

WHEREAS, rate adjustments are necessary from time to time to ensure that sufficient revenue exists to properly maintain the County's utilities and provide adequate services to County residents and businesses; and

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Grays Harbor County, Washington, as follows:

Section 7. Solid Waste Tipping Fees/Central Transfer Station. The County hereby imposes the following rate schedule for disposing of solid waste at the County's Central Transfer Station, 4201 Olympic Highway east of Aberdeen.

Solid Waste Tipping	
Period	**Tipping Fee per Ton**
From and after 1/1/13	$93.25

ADOPTED this 15th day of October, 2012.

BOARD OF COMMISSIONERS GRAYS HARBOR COUNTY, WASHINGTON

Excused
Terry Willis, Chairman

Mike Wilson, Commissioner

Herb Welch, Commissioner

Attest:

Donna McCallum, Clerk of the Board

G:\PS\Utilities\Lee\Utilities\Utility Rates\13rateres.doc

EXHIBIT A

CITY OF McCLEARY

RATES EFFECTIVE 01/01/2013

RESOLUTION NO. _____

AS AMENDED _____

A RESOLUTION RELATING TO PUBLIC SERVICES; ESTABLISHING AND CONFIRMING FEES; AND PROVIDING FOR EFFECTIVE DATES.

RECITALS

1. Pursuant to Resolution _____, the Council and Mayor set forth fees to be charged for specified City provided services and provided for certain mechanisms in relation to the adjustment thereof. The fees were set after analysis by the Mayor and Council, after receiving the advice of LeMay, Inc., and City staff, as to the minimum levels necessary to adequately maintain and provide funding for the various services involved.

2. The necessity of the continued collection of the authorized levels of fees and the mechanisms for their adjustment has been confirmed by the Mayor and Council.

3. Pursuant to review of the provisions of

Resolution _____ carried out by Staff of the City and LeMay, modification in certain areas have been determined to be necessary to reflect a number of factors, including the decision of the City to cease the provision of billing services. Thus, it is found to be appropriate to incorporate those changes in this resolution.

4. It is the intention of the Mayor and Council, in the adoption of this resolution, to achieve the continuing goal of providing the citizens adequate service and protecting the health and safety of the Citizens through continuation of a program of mandatory solid waste disposal.

5. While only certain areas are changed, it is found be in the interest of operational efficiency and ease of reference to adopt the entirety of the schedule and repeal the existing resolution.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS BY THE CITY COUNCIL OF THE CITY OF McCLEARY, THE MAYOR SIGNING IN AUTHENTICATION THEREOF:

SECTION I: Commencing upon the dates set forth in Section II and continuing thereafter until changed as provided therein, the provision of solid waste service within the

corporate limit shall be carried out pursuant to the terms, conditions, and rates set forth as follows:

Effective Date		1/1/2013		1/1/2014	1/1/2015
A. RESIDENTIAL					
Any extra container (30 gal)	$	4.14	$		$
1. Cart Rates					
65gallon / 30 gallon insert once per month	$	10.23	$		$
65 gallon once per month	$	14.01	$		$
65 gallon every other week	$	19.37	$		$
65 gallon weekly	$	29.81	$		$
Special call - each	$	8.95	$		$
90 gallon once per month	$	15.82	$		$
90 gallon every other week	$	26.52	$		$
90 gallon weekly	$	38.21	$		$
Special call - each	$	12.74	$		$
Return Trips, 60 or 90 gallons	$	12.98	$		$
B. COMMERCIAL					
1. Cart Rates					
65 gallon every other week	$	19.37	$		$
65 gallon weekly	$	29.81	$		$
90 gallon every other week	$	26.52	$		$
90 gallon weekly	$	38.21	$		$

Return Trips, 60 or 90 gallons	$	12.98	$	$	

C. CONTAINER RATES -
Regular Service

Effective Date		1/1/2013		1/1/2014	1/1/2015
1cu. Yard	$	86.17	$	$	
Each additional dump per week	$	73.40	$	$	
Special Dump	$	27.73	$	$	
1.5 cu. Yard	$	132.90	$	$	
Each additional dump per week	$	116.74	$	$	
Special Dump	$	39.37	$	$	
2 cu. Yard	$	170.29	$	$	
Each additional dump per week	$	143.80	$	$	
Special Dump	$	50.70	$	$	
3 cu. Yard	$	224.03	$	$	
Each additional dump per week	$	195.80	$	$	
Special Dump	$	68.20	$	$	
4 cu. Yard	$	299.99	$	$	
Each additional dump per week	$	269.26	$	$	
Special Dump	$	89.92	$	$	
5 cu. Yard	$	370.84	$	$	
Each additional dump per week	$	324.43	$	$	
Special Dump	$	103.67	$	$	
6 cu. Yard	$	440.41	$	$	
Each additional dump per week	$	398.54	$	$	
Special Dump	$	117.41	$	$	
Return Trips, Containers	$	25.97	$	$	

D. Temporary Container Service

Effective Date		1/1/2013		1/1/2014		1/1/2015
Delivery charge	$	18.75	$		$	
Rental (per day)	$	0.54	$		$	
1 yard each dump	$	22.11	$		$	
1.5 Yard each dump	$	28.97	$		$	
2 Yard each dump	$	36.46	$		$	

E. Hourly Rate:

Effective Date		1/1/2013		1/1/2014		1/1/2015
Rate (per hour)	$	49.97	$		$	

F. Loose Material:

Effective Date		**1/1/2013**		**1/1/2014**
1 to 4 cubic yards	$	22.01	$	
Additional cu yards	$	15.78	$	

G. Charge for carry or roll out:

Effective Date		**1/1/2013**		**1/1/2014**
Resident; monthly 5 to 25 ft	$	2.39	$	
For each added 25 ft	$	1.51	$	
Commercial; per pick up each 25 ft	$	0.36	$	

H. Drive-in Charges:

Effective Date		**1/1/2013**		**1/1/2014**
Drive-ins on driveways over 125 feet				
Residential per month	$	7.69	$	
Commercial per pick up	$	1.77	$	

I. Drop Box Service:

Effective Date	**1/1/2013**	**1/1/2014**
10/20 yard first pick up per month	$ 214.19	$
10/20 yard each additional pick up	$ 136.29	$
25 yard first pick up per month	$ 224.58	$
25 yard each additional pick up	$ 141.48	$
30 yard first pick up per month	$ 245.35	$
30 yard each additional pick up	$ 151.87	$
40 yard first pick up per month	$ 266.13	$
40 yard each additional pick up	$ 173.68	$

J. Temporary Drop Box Service:

10/20 yard initial delivery	$ 135.25	$
10/20 yard per pick up	$ 139.40	$
10/20 yard rent per calendar day	$ 4.93	$
25 yard initial delivery	$ 135.25	$
25 yard per pick up	$ 147.71	$
25 yard rent per calendar day	$ 5.45	$
30 yard initial delivery	$ 135.25	$
30 yard per pick up	$ 161.22	$
30 yard rent per calendar day	$ 5.97	$
40 yard initial delivery	$ 135.25	$
40 yard per pick up	$ 191.34	$
40 yard rent per calendar day	$ 6.75	$

K. Customer Owned Compactor Drop Box

Effective date	**1/1/2013**	**1/1/2014**
15 Yard each scheduled pick up	$ 193.42	$
20 Yard each scheduled pick up	$ 198.61	$
24 Yard each scheduled pick up	$ 203.80	$
30 Yard each scheduled pick up	$ 209.00	$
40 yard each scheduled pick up	$ 234.97	$

L. Additional charges

Add disposal to haul charges		
Drop Box Lids: per month	$ 12.47	$

M. In addition to the sums stated by the prior

paragraphs, there shall be an additional $1.75 per customer per month added to the basic collection charge by and as costs of the City's billing and collection, including enforcement actions, to the extent and in the manner allowed by law, undertaken by the City to assure compliance with the mandatory solid waste disposal provisions of the City code. This charge shall be assessed as against each bill for service rendered. Additionally, state-imposed or city-imposed excise tax shall be added to the extent and in the manner provided by law.

SECTION II: INTERPRETATION

A. The rates established by Section I shall be effective as of the 1st day of January, 2010.

B. The annual adjustment provided for therein shall be implemented as provided. Rates set by the CITY OF McCLEARY/HAROLD LeMAY ENTERPRISES, INC. CONTRACT FOR GARBAGE, RECYCLABLES AND YARD WASTE COLLECTION; Section 32, Rates and Rate Adjustments Items A. and B.

C. As of the date of the adoption of this resolution, Resolution ____ shall be deemed repealed, superseded and of no further effect, but such repeal and supersession shall not effect the any obligation of a customer

arising from services delivered under the provision of any prior resolution or enactment, including Resolution 614.

PASSED THIS _____ DAY OF _____, 2012, by the City Council of the City of McCleary, and signed in approval therewith this _____ day of _____, 2012.

CITY OF McCLEARY:

_____
D. GARY DENT, Mayor

ATTEST:

_____
WENDY COLLINS, Clerk-Treasurer

APPROVED AS TO FORM:

_____
DANIEL O. GLENN, City Attorney

CITY: McCLEARY 2013 RATE INCREASE

October 16, 2012

CPI-1st half 2011/ 1st half 2012 = 1+(230.815/2237.344)-1=0.028
Contract Adjustment 80% X 0.028 = 0.0224 (2.24%)

Disposal Increase $5.75 / 2000 lbs = $0.0029 per pound
(65 gal = 64 lbs & 95 gal = 96 lbs) (1 cubic yard = 180 lbs)

Item I.

Service	2011 Rate	CPI-ADJ	Disposal	2012 Rate	CPI-ADJ	Disposal	2013 Rate
1. (1) 65/30 gallon Monthly	$ 9.72	$ 0.16	$ 0.04	$ 9.91	$ 0.22	$ 0.09	$ 10.23
2. (1) 65 gallon Monthly	$ 13.24	$ 0.21	$ 0.07	$ 13.52	$ 0.30	$ 0.19	$ 14.01
3. (1) 65-gallon EOW	$ 18.11	$ 0.29	$ 0.16	$ 18.56	$ 0.42	$ 0.40	$ 19.37
4. (1) 65-gallon Weekly	$ 27.62	$ 0.44	$ 0.31	$ 28.37	$ 0.64	$ 0.80	$ 29.81
5. Additional 65 gal each	$ 8.37	$ 0.13	$ 0.07	$ 8.58	$ 0.19	$ 0.19	$ 8.95
6. (1) 90-gallon Monthly	$ 14.86	$ 0.24	$ 0.11	$ 15.21	$ 0.34	$ 0.28	$ 15.82
7. (1) 90-gallon EOW	$ 24.72	$ 0.40	$ 0.23	$ 25.35	$ 0.57	$ 0.60	$ 26.52
8. (1) 90-gallon Weekly	$ 35.16	$ 0.56	$ 0.47	$ 36.19	$ 0.81	$ 1.21	$ 38.21
9. Additional 95 gal each	$ 11.89	$ 0.19	$ 0.11	$ 12.19	$ 0.27	$ 0.28	$ 12.74
Return Trips, 60 or 90 gallons	$ 12.50	$ 0.20		$ 12.70	$ 0.28		$ 12.98

Item II.

Extra container: boxes, bags or cans not to exceed 30 gallons, each unit	$ 3.86	$ 0.06	$ 0.04	$ 3.96	$ 0.09	$ 0.09	$ 4.14

Item III.

Minimum monthly charge for commercial	$ 18.11	$ 0.29	$ 0.16	$ 18.56	$ 0.42	$ 0.40	$ 19.37
Commercial Cart Service							
1. (1) 65-gallon EOW	$ 18.11	$ 0.29	$ 0.16	$ 18.56	$ 0.42	$ 0.40	$ 19.37
2. (1) 65-gallon Weekly	$ 27.62	$ 0.44	$ 0.31	$ 28.37	$ 0.64	$ 0.80	$ 29.81
3. (1) 90-gallon EOW	$ 24.72	$ 0.40	$ 0.23	$ 25.35	$ 0.57	$ 0.60	$ 26.52
4. (1) 90-gallon Weekly	$ 35.16	$ 0.56	$ 0.47	$ 36.19	$ 0.81	$ 1.21	$ 38.21
Return Trips, 60 or 90 gallons	$ 12.50	$ 0.20		$ 12.70	$ 0.28		$ 12.98

Cart roll out charge each 5 to 25 ft	$ 2.30	$ 0.04		$ 2.34	$ 0.05		$ 2.39
For each added 25 ft	$ 1.45	$ 0.02		$ 1.47	$ 0.03		$ 1.51

Item IV.

Item E. Quantity and commercial rates

Commodity	2011 Rate	CPI-ADJ	Disposal	2012 Rate	CPI-ADJ	Disposal	2012 Rate
1 cubic yard box							
One pickup per week	$ 79.91	$ 1.28	$ 0.88	$ 82.07	$ 1.84	$ 2.26	$ 86.17
Each additional dump per week	$ 67.62	$ 1.08	$ 0.88	$ 69.58	$ 1.56	$ 2.26	$ 73.40
Special or Additional pickup each	$ 25.99	$ 0.42	$ 0.20	$ 26.61	$ 0.60	$ 0.52	$ 27.73
1.5 cubic yard box							
One pickup per week	$ 123.38	$ 1.97	$ 1.32	$ 126.67	$ 2.84	$ 3.39	$ 132.90
Each additional dump per week	$ 107.82	$ 1.73	$ 1.32	$ 110.86	$ 2.48	$ 3.39	$ 116.74
Special or Additional pickup each	$ 36.85	$ 0.59	$ 0.30	$ 37.74	$ 0.85	$ 0.78	$ 39.37
2 cubic yard box							
One pickup per week	$ 157.85	$ 2.53	$ 1.75	$ 162.13	$ 3.63	$ 4.52	$ 170.29
Each additional dump per week	$ 132.35	$ 2.12	$ 1.75	$ 136.22	$ 3.05	$ 4.52	$ 143.80
Special or Additional pickup each	$ 47.40	$ 0.76	$ 0.41	$ 48.56	$ 1.09	$ 1.04	$ 50.70
3 cubic yard box	2011 Rate	CPI-ADJ	Disposal			Disposal	
One pickup per week	$ 206.55	$ 3.30	$ 2.63	$ 212.49	$ 4.76	$ 6.79	$ 224.03
Each additional dump per week	$ 179.37	$ 2.87	$ 2.63	$ 184.87	$ 4.14	$ 6.79	$ 195.80
Special or Additional pickup each	$ 63.55	$ 1.02	$ 0.61	$ 65.17	$ 1.46	$ 1.57	$ 68.20
4 cubic yard box							
One pickup per week	$ 276.63	$ 4.43	$ 3.51	$ 284.57	$ 6.37	$ 9.05	$ 299.99
Each additional dump per week	$ 247.05	$ 3.95	$ 3.51	$ 254.51	$ 5.70	$ 9.05	$ 269.26
Special or Additional pickup each	$ 83.76	$ 1.34	$ 0.81	$ 85.91	$ 1.92	$ 2.09	$ 89.92
5 cubic yard box							
One pickup per week	$ 341.80	$ 5.47	$ 4.39	$ 351.66	$ 7.88	$ 11.31	$ 370.84
Each additional dump per week	$ 297.12	$ 4.75	$ 4.39	$ 306.26	$ 6.86	$ 11.31	$ 324.43
Special or Additional pickup per week	$ 96.29	$ 1.54	$ 1.01	$ 98.84	$ 2.21	$ 2.61	$ 103.67

6 cubic yard box							
One pickup per week	$ 405.73	$ 6.49	$ 5.26	$ 417.49	$ 9.35	$ 13.57	$ 440.41
Each additional dump per week	$ 365.42	$ 5.85	$ 5.26	$ 376.53	$ 8.43	$ 13.57	$ 398.54
Special or Additional pickup each	$ 108.82	$ 1.74	$ 1.22	$ 111.78	$ 2.50	$ 3.13	$ 117.41
8 cubic yard box							
One pickup per week	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Each additional dump per week	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Each additional pickup	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Return Trips, Containers	$ 25.00	$ 0.40		$ 25.40	$ 0.57		$ 25.97

Item VII.

Permanent Drop Box

20 cubic yard drop box							
First haul each month	$ 206.20	$ 3.30		$ 209.50	$ 4.69		$ 214.19
Each additional haul	$ 131.20	$ 2.10		$ 133.30	$ 2.99		$ 136.29
25 cubic yard drop box							
First haul each month	$ 216.20	$ 3.46		$ 219.66	$ 4.92		$ 224.58
Each additional haul	$ 136.20	$ 2.18		$ 138.38	$ 3.10		$ 141.48
30 cubic yard drop box							
First haul each month	$ 236.20	$ 3.78		$ 239.98	$ 5.38		$ 245.35
Each additional haul	$ 146.20	$ 2.34		$ 148.54	$ 3.33		$ 151.87
40 cubic yard drop box							
First haul each month	$ 256.20	$ 4.10		$ 260.30	$ 5.83		$ 266.13
Each additional haul	$ 167.20	$ 2.68		$ 169.88	$ 3.81		$ 173.68

Temporary										
20 cubic yard drop box										
Delivery	$	130.20	$	2.08	$	132.28	$	2.96	$	135.25
Rent per day	$	4.75	$	0.08	$	4.83	$	0.11	$	4.93
Each pickup	$	134.20	$	2.15	$	136.35	$	3.05	$	139.40
25 cubic yard drop box										
Delivery	$	130.20	$	2.08	$	132.28	$	2.96	$	135.25
Rent per day	$	5.25	$	0.08	$	5.33	$	0.12	$	5.45
Each pickup	$	142.20	$	2.28	$	144.48	$	3.24	$	147.71
30 cubic yard drop box										
Delivery	$	130.20	$	2.08	$	132.28	$	2.96	$	135.25
Rent per day	$	5.75	$	0.09	$	5.84	$	0.13	$	5.97
Each pickup	$	155.20	$	2.48	$	157.68	$	3.53	$	161.22
40 cubic yard drop box										
Delivery	$	130.20	$	2.08	$	132.28	$	2.96	$	135.25
Rent per day	$	6.50	$	0.10	$	6.60	$	0.15	$	6.75
Each pickup	$	184.20	$	2.95	$	187.15	$	4.19	$	191.34
Customer owned compactor										
15 cubic yard compactor drop box										
Each scheduled pickup	$	186.20	$	2.98	$	189.18	$	4.24	$	193.42
Special pickups	$	-	$	-	$	-	$	-	$	-
20 cubic yard compactor drop box										
Each scheduled pickup	$	191.20	$	3.06	$	194.26	$	4.35	$	198.61
Special pickup	$	-	$	-	$	-	$	-	$	-
24 cubic yard compactor drop box										
Each scheduled pickup	$	196.20	$	3.14	$	199.34	$	4.47	$	203.80
Special pickup	$	-	$	-	$	-	$	-	$	-

30 cubic yard compactor drop box												
Each scheduled pickup	$	201.20	$	3.22			$	204.42	$	4.58		$ 209.00
Special pickup	$	-	$	-			$	-	$	-		$ -
40 cubic yard compactor drop box												
Each scheduled pickup	$	226.20	$	3.62			$	229.82	$	5.15		$ 234.97
Special pickup	$	-	$	-			$	-	$	-		$ -
Drop box mileage chg. One way over 5 mi	$	-	$	-			$	-	$	-		$ -
Drop box lids per month	$	12.00	$	0.19			$	12.19	$	0.27		$ 12.47
Disposal rate per ton	$	85.25				2.25	$	87.50	$	1.96	5.75	$ 93.25
<u>ITEM VIII.</u>												
Sprcial request container service												
1 yard temporary service												
Delivery	$	18.05	$	0.29			$	18.34	$	0.41		$ 18.75
Rent per day	$	0.52	$	0.01			$	0.53	$	0.01		$ 0.54
Each pickup	$	20.58	$	0.33	$	0.20	$	21.11	$	0.47	$ 0.52	$ 22.11
1.5 yard temporary service												
Delivery	$	18.05	$	0.29			$	18.34	$	0.41		$ 18.75
Rent	$	0.52	$	0.01			$	0.53	$	0.01		$ 0.54
Each pickup	$	26.84	$	0.43	$	0.30	$	27.57	$	0.62	$ 0.78	$ 28.97
2 yard temporary service												
Delivery	$	18.05	$	0.29			$	18.34	$	0.41		$ 18.75
Rent	$	0.52	$	0.01			$	0.53	$	0.01		$ 0.54
Each pickup	$	33.70	$	0.54	$	0.41	$	34.64	$	0.78	$ 1.04	$ 36.46
3 yard temporary service												
Delivery	$	-	$	-			$	-	$	-		$ -
Rent	$	-	$	-			$	-	$	-		$ -
Each pickup	$	-	$	-	$	-	$	-	$	-	$ -	$ -

4 yard temporary service														
Delivery	$	-	$	-			$	-	$	-			$	-
Rent	$	-	$	-			$	-	$	-			$	-
Each pickup	$	-	$	-	$	-	$	-	$	-	$	-	$	-
6 yard temporary service														
Delivery	$	-	$	-			$	-	$	-			$	-
Rent	$	-	$	-			$	-	$	-			$	-
Each pickup	$	-	$	-	$	-	$	-	$	-	$	-	$	-
8 yard temporary service														
Delivery	$	-	$	-			$	-	$	-			$	-
Rent	$	-	$	-			$	-	$	-			$	-
Each pickup	$	-	$	-	$	-	$	-	$	-	$	-	$	-
<u>ITEM IX.</u>														
Senior Rates														
65 or 90 gallon once per month	$	-	$	-	$	-	$	-	$	-	$	-	$	-
Special item collection service (Burning barrel; Appliances-refrigerators add $30.00 each; Drums)	$	-	$	-			$	-	$	-			$	-
Special haul rate packer-load & travel time	$	48.11	$	0.77			$	48.88	$	1.09			$	49.97
Loose Material														
1 to 4 cubic Yards	$	21.19	$	0.34			$	21.53	$	0.48			$	22.01
Additional cu yards	$	15.19	$	0.24			$	15.43	$	0.35			$	15.78
Drive-in Charges														
Driveways over 125 feet														
Residential per month	$	7.40	$	0.12			$	7.52	$	0.17			$	7.69
Commercial per pick up	$	1.70	$	0.03			$	1.73	$	0.04			$	1.77

ORDINANCE NO. _____

AN ORDINANCE IN RELATION TO GOVERNMENTAL ADMINISTRATION; ADDING A NEW SECTION TO CHAPTER 2.04 OF THE McCLEARY MUNICIPAL CODE PROVIDING A PROCEDURE FOR PUBLIC HEARINGS IN THE ABSENCE OF ANY STATUTORY PROVISION, & PROVIDING FOR THE WAIVER THEREOF IN CERTAIN SITUATIONS.

R E C I T A L S:

1. At various times, the Mayor and Council are required to have public hearings pursuant to the provisions of a statute.

2. While most statutes regarding such hearings have notice requirements set out, some do not.

3. In order to insure consistency, it is the intention of the Mayor and Council to establish notice requirements in relation to public hearings when the applicable statute requiring the hearing does not provide such standards.

NOW, THEREFORE, BE IT ORDAINED AS FOLLOWS BY THE CITY COUNCIL OF THE CITY OF McCLEARY:

SECTION I: There shall be added to Chapter 2.04 of the McCleary Municipal Code a new section to read as follows:

In the event a public hearing is required by a statute in terms of action to be considered by the Council and the statute does not provide notice requirements, unless waived as

CITY OF McCLEARY
100 SOUTH 3RD STREET
McCLEARY, WASHINGTON 98557

provided herein, the Notice of Public Hearing shall be published in the legal newspaper of the City at least seven calendar days in advance of the date of the public hearing: PROVIDED, THAT, to the extent allowed by law, this notice requirement may be waived or shortened by action of the Council if it finds that such waiver or shortening of time is necessary.

SECTION II: If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases had been declared invalid or unconstitutional, and if for any reason this Ordinance should be declared invalid or unconstitutional, then the original ordinance or ordinances shall be in full force and effect.

SECTION III: This Ordinance shall take effect upon the fifth day following date of publication.

PASSED THIS _____ DAY OF _____, 2012, by the City Council of the City of McCleary, and signed in approval therewith this _____ day of _____, 2012.

CITY OF McCLEARY:

_____
D. GARY DENT, Mayor

CITY OF McCLEARY
100 SOUTH 3RD STREET
McCLEARY, WASHINGTON 98557

ATTEST:

_____
WENDY COLLINS, Clerk-Treasurer

APPROVED AS TO FORM:

_____
DANIEL O. GLENN, City Attorney

STATE OF WASHINGTON)
: ss.
GRAYS HARBOR COUNTY)

I, WENDY COLLINS, being the duly appointed Clerk-Treasurer of the City of McCleary, do certify that I caused to have published in a newspaper of general circulation in the City of McCleary a true and correct summary of Ordinance Number _____ and that said publication was done in the manner required by law. I further certify that a true and correct copy of the summary of Ordinance Number _____, as it was published, is on file in the appropriate records of the City of McCleary.

_____
WENDY COLLINS

SIGNED AND SWORN to before me this _____ day of _____, 2012, by WENDY COLLINS.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, Residing at:
My appointment expires:

CITY OF McCLEARY
100 SOUTH 3RD STREET
McCLEARY, WASHINGTON 98557