

**EATONVILLE TOWN COUNCIL
REGULAR COUNCIL MEETING AGENDA**

**THIS MEETING WILL BE HELD AT THE
EATONVILLE COMMUNITY CENTER
305 CENTER ST. WEST, EATONVILLE**

AGENDAS ARE SUBJECT TO CHANGE

7:00 PM REGULAR COUNCIL MEETING JUNE 27, 2011

1. CALL TO ORDER

A. ROLL CALL

ALLISON _____ BOWMAN _____ PIERCE _____ SCHAUB _____
VALENTINE _____

2. OPENING CEREMONIES

A. PLEDGE OF ALLEGIANCE

B. TOWN OF EATONVILLE- MISSION STATEMENT

“The Towns mission is to create, provide and administer municipal services while protecting the present and future health, safety and general welfare of the community”

3. AGENDA REVIEW and APPROVAL/SET TIME RESTRICTIONS

4. COMMENTS FROM CITIZENS

5. CONSENT AGENDA

A. Payroll Checks	24018 thru 24039	\$ 94,386.69
B. Claim Checks	30056 thru 30057	\$ 2,000.00
C. Claim Checks	30058 thru 30104	\$274,937.27

6. DEPARTMENT HEAD/COUNCIL COMMITTEE/BOARD/COMMISSION REPORT

A. COMMITTEE REPORTS

B. MAYOR'S REPORT

C. STAFF REPORTS-

D. FINANCE REPORT

7. NEW BUSINESS

A. RESOLUTION 2011-W

A RESOLUTION OF THE EATONVILLE TOWN COUNCIL TO AUTHORIZE THE EXECUTION OF A CONSULTANT AGREEMENT WITH LOADSTONE ENGINEERING

B. RESOLUTION 2011-X

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A DEVELOPMENT AGREEMENT WITH CENTERPOINT EATONVILLE TO FURTHER THE GOALS AND POLICIES OF THE TOWN OF EATONVILLE'S COMPREHENSIVE PLAN

8. COUNCIL MEMBER COMMENTS

9. ADJOURNMENT

TRANSACTION JOURNAL

Town Of Eatonville
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Trans Date	Redeemed	Acct #	Chk #	Type	InterFund #	Vendor	Receipt #	Amount	Memo
3122	06/27/2011	631	30058	Claims		Advantage Business & Court Forms		341.31	
	512 50 31 00	Court Operating Suppl	001	Current Expense				341.31	Summons, Subpoena, Notice Of Case Settings
<hr/>									
Acct Pay#		Amount		PO's Paid					
10329		341.31							
3123	06/27/2011	631	30059	Claims		Associated Petroleum		3,815.21	
	521 20 32 00	Law Enforcement Fuel	001	Current Expense				1,008.90	Fuel
	522 20 32 00	Fire Control Fuel	001	Current Expense				226.69	Fuel
	526 20 32 00	Emns Fuel	001	Current Expense				295.59	Fuel
	533 10 32 00	Electric Fuel	401	Electric				455.70	Fuel
	534 10 32 00	Water Fuel	410	Water				207.55	Fuel
	535 10 32 00	Sewer Fuel	411	Sewer				453.74	Fuel
	535 10 32 00	Sewer Fuel	411	Sewer				211.34	Fuel
	535 10 32 00	Sewer Fuel	411	Sewer				762.60	Fuel For Generators
	559 60 32 00	Building Code Enforce	001	Current Expense				47.11	Fuel
	576 80 32 00	Parks Fuel	001	Current Expense				145.99	Fuel
<hr/>									
Acct Pay#		Amount		PO's Paid					
10327		2,841.27							
10328		211.34							
10330		762.60							
3124	06/27/2011	631	30060	Claims		Board For Volunteer Firefighters		180.00	
	526 20 20 00	Volunteer Personnel B	001	Current Expense				180.00	Volunteer Pension
<hr/>									
Acct Pay#		Amount		PO's Paid					
10325		180.00							
3125	06/27/2011	631	30061	Claims		Boetcher & Sons		12,347.96	
	594 58 41 01	RCO Habitat Grant	001	Current Expense				12,347.96	Demo And Removal Of Buildings At Ableman Property
<hr/>									
Acct Pay#		Amount		PO's Paid					
10332		12,347.96							
3126	06/27/2011	631	30062	Claims		Nick Bond		88.80	
	558 40 43 00	Planning Training	001	Current Expense				88.80	May And June GMCC Meeting Meal And Mileage, Nisqually Meeting Meal&Mileage

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Amount Memo

Acct Pay# Amount PO's Paid

10331 88.80

3127 06/27/2011 631 30063 Claims Canon Financial Services

273.93

521 20 45 00 Law Enforcement Leas 001 Current Expense

273.93 Copier Contract

Acct Pay# Amount PO's Paid

10333 273.93

3128 06/27/2011 631 30064 Claims Center Electric Inc

25.74

535 80 48 00 Sewer Repairs & Mainr 411 Sewer

25.74 Sludge Pump Repairs, Remaining
Balance Of Invoice

Acct Pay# Amount PO's Paid

10335 25.74

3129 06/27/2011 631 30065 Claims Coastwide Laboratories

773.39

512 50 31 00 Court Operating Suppl 001 Current Expense

52.22 Paper Towels, Toilet Paper, Can Liners,
Hand Soap

514 23 31 00 Finance Operating Sup 001 Current Expense

52.28 Paper Towels, Toilet Paper, Can Liners,
Hand Soap

521 20 31 00 Law Enforcement Oper 001 Current Expense

52.28 Paper Towels, Toilet Paper, Can Liners,
Hand Soap

522 20 31 00 Fire Control Operating 001 Current Expense

52.28 Paper Towels, Toilet Paper, Can Liners,
Hand Soap

526 20 31 00 Ems Operating Supplie 001 Current Expense

52.28 Paper Towels, Toilet Paper, Can Liners,
Hand Soap

533 10 31 00 Electric Operating Sup 401 Electric

54.50 Paper Towels

533 10 31 00 Electric Operating Sup 401 Electric

48.80 Paper Towels, Toilet Paper, Can Liners,
Hand Soap

534 10 31 00 Water Operating Suppl 410 Water

48.80 Paper Towels, Toilet Paper, Can Liners,
Hand Soap

535 10 31 00 Sewer Office/operating 411 Sewer

48.80 Paper Towels, Toilet Paper, Can Liners,
Hand Soap

537 80 31 00 Refuse Operating Supp 460 Refuse Fund

48.80 Paper Towels, Toilet Paper, Can Liners,
Hand Soap

538 30 31 00 Storm Drain Operating 450 Storm Drain

48.80 Paper Towels, Toilet Paper, Can Liners,
Hand Soap

558 60 31 00 Planning Operating Sup 001 Current Expense

52.28 Paper Towels, Toilet Paper, Can Liners,
Hand Soap

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Trans Date	Redeemed	Acct #	Chk #	Type	InterFund #	Vendor	Receipt #
559 60 31 00	Building Code Operati	001		Current Expense			
576 80 31 00	Parks Operating Suppli	001		Current Expense			

Acct Pay# Amount PO's Paid

10334 773.39

3130 06/27/2011	631 30066	Claims	Databar Incorporated
533 10 42 00	Electric Communicatio	401	Electric
534 10 42 00	Water Communication:	410	Water
535 80 42 00	Sewer Communication:	411	Sewer
537 80 42 00	Refuse Communicator	460	Refuse Fund
538 30 42 00	Storm Drain Communi	450	Storm Drain

Acct Pay# Amount PO's Paid

10336 1,425.44

3131 06/27/2011	631 30067	Claims	Day Wireless Systems
521 20 41 00	Law Enforcement Pro	001	Current Expense

Acct Pay# Amount PO's Paid

10381 318.80

3132 06/27/2011	631 30068	Claims	Department Of Commerce
591 34 70 00	PW 5-95-791-007 Prin	410	Water
591 34 70 01	PW 98-791-020 Princij	410	Water
591 34 70 03	PW 02-691-018 Princij	410	Water
591 34 70 04	PW 01-691-023 Princij	410	Water
591 34 70 06	PW 05-691-014 Princij	410	Water
591 35 70 03	PW 001-691-020 Princ	411	Sewer
592 34 80 00	PW 98-791-020 Interes	410	Water
592 34 80 01	PW 5-95-791-007 Inter	410	Water
592 34 80 03	PW 02-691-018 Interes	410	Water
592 34 80 04	PW 01-691-023 Interes	410	Water
592 34 80 06	PW 05-691-014 Interes	410	Water
592 34 80 06	PW 05-691-014 Interes	410	Water
592 35 80 03	PW 00-691-020 Interes	411	Sewer

Acct Pay# Amount PO's Paid

10366 65,750.01
10367 25,986.08
10368 43,403.13

7,989.08	Principal PWTF Water Loan
14,078.95	Principal, PWTF Water Loan
24,515.17	Principal, PW Water Loan
62,322.28	PW Water Loan
40,375.00	Principal, PW Water Loan
39,473.68	PWTF Principal
2,252.63	Interest, PWTF Water Loan
798.91	Interest PWTF Water Loan
1,470.91	Interest, PW Water Loan
3,427.73	PW Water Loan
3,028.13	Interest, PW Water Loan
38.09	Final Interest Pmt PW-5-91-280-021
3,947.37	PWTF Interest

203,717.93

318.80 Calibrate Radar Units

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Acct Pay#	Amount	PO's Paid
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10340	264.86	
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3139	06/27/2011	631	30075	Claims		Humane Society-Pierce Co	160.00	
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539	30	41	00	Animal Control Profess	001	Current Expense	160.00	Animal Drop Off By Residents
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Acct Pay#	Amount	PO's Paid
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10341	160.00	
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3140	06/27/2011	631	30076	Claims		Ladenburg Law PLLC	1,701.00	
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515	21	41	00	Legal Service- Prosecu	001	Current Expense	1,701.00	Prosecuting Attorney
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Acct Pay#	Amount	PO's Paid
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10299	1,701.00	
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3141	06/27/2011	631	30077	Claims		Patterson Buchanan Fobes Leitch & Kal	21,671.05	
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515	22	41	00	Legal Service- Town A	001	Current Expense	1,038.10	April Attorney Services
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515	22	41	00	Legal Service- Town A	001	Current Expense	4,730.47	May 2011 Attorney Fees
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521	20	41	00	Law Enforcement Pro ;	001	Current Expense	5,720.93	Personnel Attorney Services
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521	20	41	00	Law Enforcement Pro ;	001	Current Expense	9,031.05	Personnel Attorney Services
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521	20	41	00	Law Enforcement Pro ;	001	Current Expense	111.00	Attorney, Return Of Evidence
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533	80	41	00	Electric Professional Se	401	Electric	222.00	Franchise Agreement
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538	30	41	00	Storm Drain Professor	450	Storm Drain	571.50	Attorney Fees
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594	33	61	00	2nd Feeder Project	401	Electric	42.50	Second Feeder Project
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595	42	00	02	Mashell Ave TIB Gran	101	Streets	203.50	Bid Protest
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Acct Pay#	Amount	PO's Paid
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10350	5,720.93	
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10351	9,031.05	
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10352	42.50	
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10378	1,352.60	
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10379	5,523.97	
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3142	06/27/2011	631	30078	Claims		Carl (Bud) Lucas	462.28	
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522	20	35	00	Fire Control Minor To	001	Current Expense	60.00	Turnout Pants
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522	20	35	00	Fire Control Minor To	001	Current Expense	288.00	Full Set Of Turnouts
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522	20	49	00	Fire Control Miscellan	001	Current Expense	39.60	Lunch @ Bruno's With Dist 17, 3/15/11
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526	20	49	00	Ems Miscellaneous	001	Current Expense	6.56	Keys For Ambulance
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526	20	49	00	Ems Miscellaneous	001	Current Expense	25.28	Ambulance Title Transfer
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526	20	49	00	Ems Miscellaneous	001	Current Expense	42.84	Mileage For Meeting W/Mayor @ County City Bldg
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Receipt #

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Acct Pay# Amount PO's Paid								
3143	06/27/2011	631	30079	Claims		Orca Pacific, Inc.	2,190.98	
	534 10 31 00	Water Operating Suppl	410	Water			2,190.98	Calcium Hypochlorite, Phosphoric Acid, Soda Ash, Citric Acid

Acct Pay# Amount PO's Paid								
3144	06/27/2011	631	30080	Claims		Inc Parametrix	4,513.88	
	594 35 63 01	Lagoon Improvements/	411	Sewer			4,513.88	Lagoon Liner Engineering

Acct Pay# Amount PO's Paid								
3145	06/27/2011	631	30081	Claims		Pierce Co Budget Finance	326.00	
	523 60 51 00	Care/Custody Of Prison	001	Current Expense			296.00	Jail Housing May 2011
	526 40 43 00	Ems Training	001	Current Expense			30.00	EMT Certification

Acct Pay# Amount PO's Paid								
3146	06/27/2011	631	30082	Claims		Pitney Bowes Purchase Power	674.33	
	512 50 42 00	Court Communications	001	Current Expense			56.64	Postage
	514 23 42 00	Finance Communicatio	001	Current Expense			56.64	Postage
	521 20 42 00	Law Enforcement Com	001	Current Expense			56.64	Postage
	522 20 42 00	Fire Control Communi	001	Current Expense			56.64	Postage
	526 20 42 00	Ems Communications	001	Current Expense			56.64	Postage
	533 10 42 00	Electric Communicatio	401	Electric			57.32	Postage
	534 10 42 00	Water Communicatio:	410	Water			57.32	Postage
	535 80 42 00	Sewer Communicatio:	411	Sewer			57.32	Postage
	537 80 42 00	Refuse Communicator	460	Refuse Fund			49.50	Postage
	538 30 42 00	Storm Drain Communi	450	Storm Drain			56.64	Postage
	558 60 42 00	Planning Communicati	001	Current Expense			56.64	Postage
	559 60 42 00	Building Code Commu	001	Current Expense			56.39	Postage

Acct Pay# Amount PO's Paid								
3147	06/27/2011	631	30083	Claims		Pitney Bowes, Inc	126.00	
	10348						674.33	

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Trans Date	Redeemed	Acct #	Chk #	Type	InterFund #	Vendor	Receipt #
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514 23 45 00	Finance Leases/Rentals	001	Current	Expense			
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Acct Pay#	Amount	PO's Paid	Amount Memo
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10349	126.00						
3148	06/27/2011	631	30084	Claims	Polly L MacLean, CSC	135.70	
512 50 41 00	Court Professional Ser	001	Current	Expense		135.70	Sign Language Interpreting Services For Court Hearing

Acct Pay#	Amount	PO's Paid	Amount Memo
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10347	135.70						
3149	06/27/2011	631	30085	Claims	Quill Corp	381.90	

512 50 31 00	Court Operating Suppl	001	Current	Expense			
514 23 31 00	Finance Operating Sup	001	Current	Expense		16.16	Office Supplies
521 20 31 00	Law Enforcement Ope	001	Current	Expense		16.32	Office Supplies
522 20 31 00	Fire Control Operating	001	Current	Expense		16.32	Office Supplies
526 20 31 00	Ems Operating Supplie	001	Current	Expense		16.32	Office Supplies
533 10 31 00	Electric Operating Sup	401	Electric			29.20	Office Supplies
533 10 31 00	Electric Operating Sup	401	Electric			16.91	Office Supplies
534 10 31 00	Water Operating Suppl	410	Water			29.20	Office Supplies
534 10 31 00	Water Operating Suppl	410	Water			16.91	Office Supplies
535 10 31 00	Sewer Office/operating	411	Sewer			29.20	Office Supplies
535 10 31 00	Sewer Office/operating	411	Sewer			16.91	Office Supplies
536 20 31 00	Cemetery Operating St	001	Current	Expense		32.00	Office Supplies
537 80 31 00	Refuse Operating Supp	460	Refuse Fund			34.50	Office Supplies
537 80 31 00	Refuse Operating Supp	460	Refuse Fund			16.88	Office Supplies
538 30 31 00	Storm Drain Operating	450	Storm Drain			29.20	Office Supplies
538 30 31 00	Storm Drain Operating	450	Storm Drain			16.91	Office Supplies
558 60 31 00	Planning Operating Su	001	Current	Expense		16.32	Office Supplies
559 60 31 00	Building Code Operati	001	Current	Expense		16.32	Office Supplies

Acct Pay#	Amount	PO's Paid	Amount Memo
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10353	265.38						
10354	116.52						

3150	06/27/2011	631	30086	Claims	Qwest	152.93	
521 20 42 00	Law Enforcement Com	001	Current	Expense		152.93	T-1 Line

Acct Pay#	Amount	PO's Paid	Amount Memo
10380	152.93		

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Receipt # Vendor Amount Memo

Trans Date	Redeemed	Acct #	Chk #	Type	InterFund #	Vendor	Amount	Memo
3151 06/27/2011		631	30087	Claims		Rainier Connect	589.65	T-1 Repeater
							521 20 42 00 Law Enforcement Com	001 Current Expense

Acct Pay#	Amount	PO's Paid						
10357	589.65							
3152 06/27/2011		631	30088	Claims		Rohlinger Ent	186.77	
							533 10 31 00 Electric Operating Sup	401 Electric
							533 10 31 00 Electric Operating Sup	401 Electric
							109.13	Test Linemen's Blanket
							77.64	Test Linemen's Gloves

Acct Pay#	Amount	PO's Paid						
10355	109.13							
10356	77.64							
3153 06/27/2011		631	30089	Claims		SMS Cleaning, Inc	2,000.00	
							518 78 41 00 Town Hall Professiona	001 Current Expense
							533 80 41 00 Electric Professional Se	401 Electric
							534 10 41 00 Water Professional Ser	410 Water
							535 80 41 00 Sewer Professional Ser	411 Sewer
							537 80 41 00 Refuse Professional Se	460 Refuse Fund
							538 30 41 00 Storm Drain Professor	450 Storm Drain
							575 50 41 00 Comm Professional Ser	001 Current Expense
							576 80 41 00 Parks Professional Ser	001 Current Expense

Acct Pay#	Amount	PO's Paid						
10364	2,000.00							
3154 06/27/2011		631	30090	Claims		Sharp Electronics Corporation	92.64	
							526 20 45 00 EMS Leases/Rentals	001 Current Expense

Acct Pay#	Amount	PO's Paid						
10361	92.64							
3155 06/27/2011		631	30091	Claims		South Hill Window Cng	170.00	
							512 50 41 00 Court Professional Ser	001 Current Expense
							514 23 41 00 Finance Professional S	001 Current Expense
							521 20 41 00 Law Enforcement Pro	001 Current Expense
							522 10 41 00 Fire Control Professor	001 Current Expense
							526 20 41 00 Ems Professional Servi	001 Current Expense
							533 80 41 00 Electric Professional Se	401 Electric
							534 10 41 00 Water Professional Ser	410 Water
							535 80 41 00 Sewer Professional Ser	411 Sewer

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Trans Date	Redeemed	Acct #	Chk #	Type	InterFund #	Vendor	Receipt #	Amount	Memo
Acct Pay# Amount PO's Paid									
537 80 41 00	Refuse Professional Se	460		Refuse Fund				6.65	Window Cleaning
538 30 41 00	Storm Drain Professor	450		Storm Drain				6.65	Window Cleaning
558 60 41 00	Planning Professional S	001		Current Expense				8.83	Window Cleaning
559 60 41 00	Building Code Professi	001		Current Expense				8.83	Window Cleaning
575 50 41 00	Comm Professional Sei	001		Current Expense				75.00	Window Cleaning
Acct Pay# Amount PO's Paid									
10359		170.00							
3156	06/27/2011	631	30092	Claims		Stericycle		20.72	
	526 20 31 00	Ems Operating Supplie	001	Current Expense				20.72	Small Box Disposal
Acct Pay# Amount PO's Paid									
10363		20.72							
3157	06/27/2011	631	30093	Claims		Sunbelt Rentals		142.94	
	533 10 49 01	Electric Miscellaneous	401	Electric				142.94	Delivery And Pick Up Charge For Scissor Lift
Acct Pay# Amount PO's Paid									
10358		142.94							
3158	06/27/2011	631	30094	Claims		Superior Linen Service		78.64	
	512 50 41 00	Court Professional Ser	001	Current Expense				6.70	Rubber Mat Service
	514 23 41 00	Finance Professional S	001	Current Expense				6.74	Rubber Mat Service
	521 20 41 00	Law Enforcement Pro S	001	Current Expense				6.74	Rubber Mat Service
	522 10 41 00	Fire Control Professor	001	Current Expense				6.74	Rubber Mat Service
	526 20 41 00	Ems Professional Servi	001	Current Expense				6.74	Rubber Mat Service
	533 80 41 00	Electric Professional Se	401	Electric				6.30	Rubber Mat Service
	534 10 41 00	Water Professional Ser	410	Water				6.30	Rubber Mat Service
	535 80 41 00	Sewer Professional Ser	411	Sewer				6.30	Rubber Mat Service
	537 80 41 00	Refuse Professional Se	460	Refuse Fund				6.30	Rubber Mat Service
	538 30 41 00	Storm Drain Professor	450	Storm Drain				6.30	Rubber Mat Service
	558 60 41 00	Planning Professional S	001	Current Expense				6.74	Rubber Mat Service
	559 60 41 00	Building Code Professi	001	Current Expense				6.74	Rubber Mat Service
Acct Pay# Amount PO's Paid									
10360		78.64							
3159	06/27/2011	631	30095	Claims		System Design West, LLC		533.44	
	522 20 42 00	Fire Control Communi	001	Current Expense				49.44	Ambulance Billing Services
	526 20 41 00	Ems Professional Servi	001	Current Expense				484.00	Ambulance Billing Services

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Trans Date	Redeemed	Acct #	Chk #	Type	InterFund #	Vendor	Receipt #	Amount	Memo
535 10 31 00	Sewer Office/operating		411	Sewer				15.08	Garbage Bags
535 80 42 00	Sewer Communication		411	Sewer				15.09	Shipping
536 20 31 00	Cemetery Operating St		001	Current Expense				53.54	Address Labels, Shipping Labels
542 30 31 00	Streets Operating Supp		101	Streets				53.89	PPX Cylinder
558 60 31 00	Planning Operating Sup		001	Current Expense				20.47	Computer Disk
558 60 41 00	Planning Professional S		001	Current Expense				6.32	Health Screening Supplies
559 50 62 01	Town Properties -Vant		001	Current Expense				588.05	Repairs @ Rainier Ave Rental
559 60 20 00	Building Code Person		001	Current Expense				255.79	Repairs At Rainier Ave Rental
559 60 31 00	Building Code Operati		001	Current Expense				6.32	Health Screening Supplies
559 60 48 00	Building Code Repairs		001	Current Expense				24.07	Connector, Crimp
575 50 48 00	Comm Center Repairs		001	Current Expense				3.55	Screws
576 80 31 00	Parks Operating Suppli		001	Current Expense				35.95	Tablecloths For Town Center
576 80 31 00	Parks Operating Suppli		001	Current Expense				1.82	Key
576 80 35 00	Parks Tools & Minor F		001	Current Expense				107.79	Step Ladder
576 80 48 00	Parks Repairs & Maint		001	Current Expense				88.37	Paint, Primer And Supplies For Parks
576 80 48 00	Parks Repairs & Maint		001	Current Expense				52.31	Hillman Fasteners, Roller Frame, Pole, Weed Block
594 22 64 00	Fire Control Machinery		001	Current Expense				126.54	Stancor-contractor, Headlight Upgrade, Programming Cable
594 22 64 00	Fire Control Machinery		001	Current Expense				260.45	Decals For Expedition, Extnsion Box, Tall Stat, Drain Cap
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Acct Pay#	Amount	PO's Paid							
10309	46.59								
10310	344.16								
10311	100.53								
10313	681.49								
10314	731.97								
10315	35.95								
10316	20.47								
10317	779.41								
10318	80.28								
10319	48.43								
10320	323.22								
10321	68.97								
10322	268.40								
10323	956.44								
<hr/>									
3162	06/27/2011	631	30098	Claims	WA Auditors Office	392.50			
519 90 40 00	Audit Costs		001	Current Expense		392.50	Auditor		

TRANSACTION JOURNAL

Town Of Eatonville
 MCAG #: 0578

Time: 15:43:55 Date: 06/22/2011
 Page: 13

Trans	Date	Redeemed	Acct #	Chk #	Type	InterFund #	Vendor	Receipt #	Amount	Memo			
Adjustments: Beginning Balance: 0.00 Revenues: 0.00 Warrant Expenditures: 274,937.27 Non Warrant Expenditures: 0.00 Interfund Transfers: 0.00 Redemptions: 0.00 Deposits: 0.00 Withdrawals: 0.00 Stop Payments: 0.00													
Fund						Adjustments	Beg Bal	Revenues	War Exp	N War Exp	IT In	IT Out	Stop Pmts
001 Current Expense						0.00	0.00	0.00	52,527.31	0.00	0.00	0.00	0.00
101 Streets						0.00	0.00	0.00	972.65	0.00	0.00	0.00	0.00
401 Electric						0.00	0.00	0.00	1,849.71	0.00	0.00	0.00	0.00
410 Water						0.00	0.00	0.00	164,660.61	0.00	0.00	0.00	0.00
411 Sewer						0.00	0.00	0.00	53,138.19	0.00	0.00	0.00	0.00
450 Storm Drain						0.00	0.00	0.00	1,181.08	0.00	0.00	0.00	0.00
460 Refuse Fund						0.00	0.00	0.00	607.72	0.00	0.00	0.00	0.00
						0.00	0.00	0.00	274,937.27	0.00	0.00	0.00	0.00

KATHY LINNEMEYER

BUSINESS

ITEM

DATE 5/16/2011 Safeway
5/12/2011 WY Place To learn

health screening supplies
WFOA Training

TH OP	Fin Train	Finance OP	EMS OP	Fire OP	Water op	Elec Pro	Park op	Plann Op	Bldg OP	Sewer Op	Water Pro
518 78 48	514 23 41	514 23 31	526 20 31	522 20 31	533 10 31	533 80 41	576 80 31	558 60 41	559 60 31	535 10 31	534 10 41
	50.00	6.32	6.31	6.31	6.31	6.32		6.32	6.32	6.32	
##	\$ -	\$50.00	\$6.32	\$6.31	\$6.31	\$6.31	\$6.32	\$0.00	\$6.32	\$6.32	\$0.00
##										DBL CK	\$100.53

BUD LUCAS

DATE	BUSINESS	ITEM	EMS Mis	Fire Tools	Fire Rep	Town rentals	Fire OP	Fire Training	EMS Comm	EMS train	TH repairs	EMS OP	Fire Equip Grant	EMS OP	EMS Repair
			526 20 49	522 20 35	522 50 48	599 50 62 01	522 20 31	522 40 43	526 20 42	526 40 43	518 78 48	526 20 31	594 22 64	526 20 31	526 50 48
5/9/2011	Life Assist	medical supplies										538.98			
5/9/2011	Life Assist	medical supplies										16.56			46.86
5/1/2011	Eatonville Auto	Ext life GA													
5/13/2011	Home Depot	Exhnsion Box, Tall Stat													
5/16/2011	Eatonville Auto	bulb, Str driver			\$10.55										
5/19/2011	Batteries Plus	batterias			\$28.00										
5/19/2011	Paget Sound Instrument	coaxial cable, mini lift cabl jack													
5/16/2011	Sign Connections	decals for Ford Expedition													
5/26/2011	Home Depot	tall stat, drain cap													
			\$0.00	\$0.00	\$38.55	\$0.00	\$ 55.04	\$ -	\$ -	\$ -	\$ -	\$ 555.54	\$280.45	\$0.00	\$46.86
														DBL CK	\$856.44

CHECK REGISTER

Town Of Eatonville
MCAG #: 0578

06/27/2011 To: 06/27/2011

Time: 15:32:02 Date: 06/22/2011
Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
						274,937.27	Claims:
						274,937.27	Payroll:
							274,937.27
							0.00

I, the undersigned do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or labor performed as described herein, & that the claim is a just, due and unpaid obligation against the Town of Eatonville and that I am authorized to certify to said claim.

TOWN COUNCIL MEMBERS

Robert Schaub _____

Gordon Bowman _____

Brenden Pierce _____

Bobbi Allison _____

James Valentine _____

Civil Service _____

CHECK REGISTER

Town Of Eatonville
MCAG #: 0578

06/16/2011 To: 06/16/2011

Time: 14:04:44 Date: 06/16/2011
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3050	06/16/2011	Claims	11	30056	Voided Check, Printing Error		Voided Check, Printing Error
3049	06/16/2011	Claims	11	30057	SMS Cleaning, Inc	2,000.00	
		001 Current Expense				1,700.00	
		401 Electric				300.00	
						<u>2,000.00</u>	Claims: 2,000.00
							Payroll: 0.00

I, the undersigned do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or labor performed as described herein, & that the claim is a just, due and unpaid obligation against the Town of Eatonville and that I am authorized to certify to said claim.

TOWN COUNCIL MEMBERS

Robert Schaub _____

Gordon Bowman _____

Brenden Pierce _____

Bobbi Allison _____

James Valentine _____

Civil Service _____

CHECK REGISTER

Town Of Eatonville
MCAG #: 0578

06/20/2011 To: 06/21/2011

Time: 15:49:17 Date: 06/22/2011

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2992	06/20/2011	Payroll	11	EFT	Shauna Anderson	1,608.35	06/01/2011 to 06/15/2011
2993	06/20/2011	Payroll	11	EFT	Douglas Beagle	2,767.42	06/01/2011 to 06/15/2011
2994	06/20/2011	Payroll	11	EFT	Nicholas M Bond	2,258.39	06/01/2011 to 06/15/2011
2995	06/20/2011	Payroll	11	EFT	Jeremy Brewer	1,557.96	06/01/2011 to 06/15/2011
2996	06/20/2011	Payroll	11	EFT	Christina M Dargan	1,418.24	06/01/2011 to 06/15/2011
2997	06/20/2011	Payroll	11	EFT	Jason Darwent	1,502.52	06/01/2011 to 06/15/2011
2999	06/20/2011	Payroll	11	EFT	Miranda M Doll	1,266.44	06/01/2011 to 06/15/2011
3000	06/20/2011	Payroll	11	EFT	Sheila F Dudley	1,423.91	06/01/2011 to 06/15/2011
3001	06/20/2011	Payroll	11	EFT	Gaille C Finley	1,906.82	06/01/2011 to 06/15/2011
3002	06/20/2011	Payroll	11	EFT	Dexter Habeck	1,921.95	06/01/2011 to 06/15/2011
3003	06/20/2011	Payroll	11	EFT	Raymond Harper	546.65	06/01/2011 to 06/15/2011
3005	06/20/2011	Payroll	11	EFT	Timothy Lincoln	1,733.22	06/01/2011 to 06/15/2011
3006	06/20/2011	Payroll	11	EFT	Kathy Linnemeyer	1,604.57	06/01/2011 to 06/15/2011
3008	06/20/2011	Payroll	11	EFT	Jason L Mcguire	2,453.05	06/01/2011 to 06/15/2011
3009	06/20/2011	Payroll	11	EFT	Steve Mckasson	1,910.50	06/01/2011 to 06/15/2011
3010	06/20/2011	Payroll	11	EFT	Fredrick Mercer	1,729.13	06/01/2011 to 06/15/2011
3011	06/20/2011	Payroll	11	EFT	Terrance W Moore	1,943.29	06/01/2011 to 06/15/2011
3012	06/20/2011	Payroll	11	EFT	Daniel Murphy	1,215.93	06/01/2011 to 06/15/2011
3013	06/20/2011	Payroll	11	EFT	Gronn Morgan	1,375.33	06/01/2011 to 06/15/2011
3014	06/20/2011	Payroll	11	EFT	Kerri Murphy	1,608.04	06/01/2011 to 06/15/2011
3015	06/20/2011	Payroll	11	EFT	Mike Schaub	402.80	06/01/2011 to 06/15/2011
3019	06/20/2011	Payroll	11	EFT	Nestor N Sundita	2,457.93	06/01/2011 to 06/15/2011
3022	06/20/2011	Payroll	11	EFT	Johnny Wade	1,870.14	06/01/2011 to 06/15/2011
3024	06/20/2011	Payroll	11	EFT	Mark Rose	934.51	06/01/2011 to 06/15/2011
3025	06/20/2011	Payroll	11	EFT	Chrystal Mcglone	2,099.67	06/01/2011 to 06/15/2011
2998	06/20/2011	Payroll	11	24018	Stanley Dekofski	742.21	06/01/2011 to 06/15/2011
3004	06/20/2011	Payroll	11	24019	Kathleen E Henriksen	469.55	06/01/2011 to 06/15/2011
3007	06/20/2011	Payroll	11	24020	Carl Lucas	467.87	06/01/2011 to 06/15/2011
3016	06/20/2011	Payroll	11	24021	Daniel G Sharpe	2,135.37	06/01/2011 to 06/15/2011
3017	06/20/2011	Payroll	11	24022	Gary Sokol	2,150.49	06/01/2011 to 06/15/2011
3021	06/20/2011	Payroll	11	24023	Mike W Tiller	2,565.91	06/01/2011 to 06/15/2011
3023	06/20/2011	Payroll	11	24024	Robin Smith	234.21	06/01/2011 to 06/15/2011
3026	06/20/2011	Payroll	11	24025	AWC	16,967.37	06/20/2011 To 06/20/2011 - AWC
3027	06/20/2011	Payroll	11	24026	Aflac	350.66	06/20/2011 To 06/20/2011 - Aflac; 06/20/2011 To 06/20/2011 - Pre Tax Aflac
3028	06/20/2011	Payroll	11	24027	EFTPS 941 Tax Deposits	17,406.64	941 Deposit For 06/20/2011 - 06/20/2011
3029	06/20/2011	Payroll	11	24028	IBEW Local 483	744.84	06/20/2011 To 06/20/2011 - Ibew
3030	06/20/2011	Payroll	11	24029	WA Dept Retirement Systms	6,943.29	06/20/2011 To 06/20/2011 - Pers 2; 06/20/2011 To 06/20/2011 - Leoff 2
3031	06/20/2011	Payroll	11	24030	WA Dept Retirement Systms Deferred Comp	938.00	06/20/2011 To 06/20/2011 - Deferred Comp
3100	06/21/2011	Payroll	11	24031	Thomas G Baublits	47.17	May 2011 Transports
3101	06/21/2011	Payroll	11	24032	John Bethke	27.17	May 2011 Transports
3102	06/21/2011	Payroll	11	24033	Justin Claibourn	47.17	May 2011 Transports
3103	06/21/2011	Payroll	11	24034	Haley Gregersen	141.52	May 2011 Transports
3104	06/21/2011	Payroll	11	24035	Jill Hampton	47.17	May 2011 Transports
3105	06/21/2011	Payroll	11	24036	Timothy Pollock	188.70	May 2011 Transports
3106	06/21/2011	Payroll	11	24037	Mark K Quirie	47.17	May 2011 Transports
3107	06/21/2011	Payroll	11	24038	Jerry Rule	69.35	May 2011 Transports
3108	06/21/2011	Payroll	11	24039	EFTPS 941 Tax Deposits	138.10	941 Deposit For 06/21/2011 - 06/21/2011

001 Current Expense
101 Streets

63,712.02
2,218.72

CHECK REGISTER

Town Of Eatonville
MCAG #: 0578

06/20/2011 To: 06/21/2011

Time: 15:49:17 Date: 06/22/2011
Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		401 Electric				16,991.42	
		410 Water				4,872.57	
		411 Sewer				4,703.49	
		450 Storm Drain				1,888.47	
						<hr/>	
						94,386.69	Claims: 0.00
							Payroll: 94,386.69

I, the undersigned do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or labor performed as described herein, & that the claim is a just, due and unpaid obligation against the Town of Eatonville and that I am authorized to certify to said claim.

TOWN COUNCIL MEMBERS

Robert Schaub _____

Gordon Bowman _____

Brenden Pierce _____

Bobbi Allison _____

James Valentine _____

Civil Service _____

RESOLUTION 2011-W

A RESOLUTION OF THE EATONVILLE TOWN COUNCIL TO AUTHORIZE THE EXECUTION OF A CONSULTANT AGREEMENT WITH LOADSTONE ENGINEERING

WHEREAS, the Town of Eatonville has selected Loadstone Engineering LLC from the consultant roster to provide professional engineering services for the Town of Eatonville's Ridge Road Sewer Extension Project and;

WHEREAS, the cost for the services as shown in the consultant agreement and scope of services attached hereto are not to exceed \$31,520.60 and;

WHEREAS, the town's 2011 budget included a capital allocation for the Ridge Road Sewer Extension Project, and;

WHEREAS, sufficient funds are available in the Sewer Department enterprise fund to cover the costs associated with the proposed agreement, now therefore,

BE IT RESOLVED by the Council of the Town of Eatonville to authorize the execution of the consultant agreement with Loadstone Engineering LLC attached hereto for an amount not to exceed \$31,520.60.

Passed by the Council of the Town of Eatonville at a regular meeting this __ day of June, 2011.

Raymond Harper, Mayor

ATTEST:

Chrystal McGlone, Town Clerk

APPROVED AS TO FORM:

Patricia K. Buchanan, Town Attorney

Local Agency Standard Consultant Agreement	Consultant/Address/Telephone Lodestone Engineering LLC 2558 RW Johnson Blvd SW, Suite 100 Olympia, WA 98512	
<input checked="" type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement Agreement Number _____	360-915-9592	
Federal Aid Number N/A	Project Title And Work Description Ridge Road Sewer Extension	
Agreement Type (Choose one) <input type="checkbox"/> Lump Sum Lump Sum Amount \$ _____ <input type="checkbox"/> Cost Plus Fixed Fee Overhead Progress Payment Rate _____ % Overhead Cost Method <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input type="checkbox"/> Fixed Overhead Rate _____ % Fixed Fee \$ _____	Extend sanitary sewer main on Ridge Road from clean out near Orchard to Maple. Provide service connection stubs for approximately 24 parcels. DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ % Federal ID Number or Social Security Number 27-3358923	
<input checked="" type="checkbox"/> Specific Rates Of Pay <input checked="" type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> Cost Per Unit of Work	Do you require a 1099 for IRS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Completion Date 12-31-2011
		Total Amount Authorized \$ <u>31,520.60</u> Management Reserve Fund \$ <u>0.0</u> Maximum Amount Payable \$ <u>31,520.60</u>

Index of Exhibits (Check all that apply):

- | | |
|---|---|
| <input checked="" type="checkbox"/> Exhibit A-1 Scope of Work | <input type="checkbox"/> Exhibit G-2 Fee-Sub Specific Rates |
| <input type="checkbox"/> Exhibit A-2 Task Order Agreement | <input type="checkbox"/> Exhibit G-3 Sub Overhead Cost |
| <input type="checkbox"/> Exhibit B-1 DBE Utilization Certification | <input type="checkbox"/> Exhibit H Title VI Assurances |
| <input type="checkbox"/> Exhibit C Electronic Exchange of Data | <input type="checkbox"/> Exhibit I Payment Upon Termination of Agreement |
| <input type="checkbox"/> Exhibit D-1 Payment - Lump Sum | <input type="checkbox"/> Exhibit J Alleged Consultant Design Error Procedures |
| <input type="checkbox"/> Exhibit D-2 Payment - Cost Plus | <input type="checkbox"/> Exhibit K Consultant Claim Procedures |
| <input checked="" type="checkbox"/> Exhibit D-3 Payment - Hourly Rate | <input type="checkbox"/> Exhibit L Liability Insurance Increase |
| <input type="checkbox"/> Exhibit D-4 Payment - Provisional | <input type="checkbox"/> Exhibit M-1a Consultant Certification |
| <input type="checkbox"/> Exhibit E-1 Fee - Lump/Fixed/Unit | <input type="checkbox"/> Exhibit M-1b Agency Official Certification |
| <input type="checkbox"/> Exhibit E-2 Fee - Specific Rates | <input type="checkbox"/> Exhibit M-2 Certification - Primary |
| <input type="checkbox"/> Exhibit F Overhead Cost | <input type="checkbox"/> Exhibit M-3 Lobbying Certification |
| <input type="checkbox"/> Exhibit G Subcontracted Work | <input type="checkbox"/> Exhibit M-4 Pricing Data Certification |
| <input type="checkbox"/> Exhibit G-1 Subconsultant Fee | <input type="checkbox"/> App. 31.910 Supplemental Signature Page |

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the Local Agency of Town of Eatonville, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I General Description of Work

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II Scope of Work

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

III General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY and/or such Federal, State, Community, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

IV Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

VI Sub-Contracting

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

VII Employment

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII Nondiscrimination

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT'S failure to perform is without the CONSULTANT'S or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X Changes of Work

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI Disputes

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

XII Venue, Applicable Law, and Personal Jurisdiction

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

XIII Legal Relations

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

The CONSULTANT'S relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the PROJECT. Subject to the processing of a new sole source, or an acceptable supplemental agreement, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIV Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XVI Federal and State Review

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII Certification of the Consultant and the Agency

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

XVIII Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XIX Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

By Stephen Thomas By _____

Consultant Lodestone Engineering LLC Agency Town of Eatonville

Town of Eatonville Ridge Road Sewer Extension

Scope of Work

Exhibit A-1

Introduction

The following document defines work to be performed as part of the agreement between Lodestone Engineering LLC (Consultant) and the Town of Eatonville (Town).

The Town of Eatonville wishes to extend the existing sanitary sewer system on Ridge Road, approximately 1000 to 1300 feet. This project would also include side sewer stubs to the Town's right-of-way for approximately 24 parcels.

Assumptions:

- Project is to provide sewer service to lots identified in FIGURE 1
- The existing sanitary sewer has adequate capacity for the new hookups.
- The Town will provide as-built plans and CAD drawings, as available.
- Utility Easements are not required.
- No State or Federal funds will be used for this project.
 - No Cultural Resources report will be required.
- Town will prepare SEPA Checklist.
- Design criteria for the Town of Eatonville and the Department of Ecology's Orange Book will be followed.
- To the extent practical, sewer will be placed at edge of existing pavement, opposite side of road from water line.
- Roadway repair will be a patch. Roadway will not be rebuilt or receive full overlay.
- The project is to be advertised for bids in early August.
- Right of Way determination and property line locations will be approximate (within 2 feet) and no corners will be set as part of this project. Town datum will be used for vertical control.

Consultant will perform the following tasks on behalf of the Town, and the tasks detailed below constitute the scope of work.

Task 1: Define Project Limits

Task Description:

- Determine which homes in the project area are without sewer service. Determine which of those can be served by this project; define proposed project limits for Client review.

Deliverables:

- Project limits with affected parcel addresses.

Task 2: Survey

Task Description:

- Purchase existing ground surface information suitable for producing 2' contour model.
- Right-of-way will be determined and placed in a basemap.
- Underground utilities will be field located and placed in a basemap.

- The existing ground profile of the proposed sanitary sewer route will be field measured and placed in a basemap.
- Property lines will be located and placed in a basemap.
- Field survey elevation of lowest finished floor of each house to be served by this project.
- Field survey elevations of footing near where the sewer leaves the building.
- Field survey ground elevations near where the sewer leaves the building.

Deliverables:

- Basemap in AutoCAD format

Task 3: SEPA Check List

Task Description:

- A SEPA check list will be prepared by the Town, Consultant will write project description.

Deliverables:

- Project description

Task 4: Meet with Property Owners

Task Description:

- Meet with property owners to determine location of septic system on property.
- Determine the best location for the sewer stub out to be located for each property.
- Request Right of Entry for each parcel.
- Request Construction Easement for each parcel.

Deliverables:

- Right of Entry agreements.
- Construction easements.

Task 5: 50% Plans

Task Description:

- Design the sanitary sewer construction plans as described above.

Deliverables:

- Plan and Profile sheets for the sanitary sewer extension.
- Detail Sheets for the sanitary sewer line and side sewers.

Task 6: 50% Specifications and Estimate

Task Description:

- Write Special Provisions according to WSDOT standards.
- Develop Engineers Estimate of Probable Construction Cost.

Deliverables:

- Special Provisions in word format
- Engineers Estimate of Probable Construction Cost

Task 7: 100% Plans, Specifications, and Estimate

Assumptions:

- All plans will be in 11"X17" format, printed on paper.
- Electronic files will be provided on CD.

Task Description:

- Meet with Town to discuss review comments.
- Incorporate comments and print final documents.
- Compile complete specification package, including front end, general special provisions, special provisions, prevailing wage rates, etc.

Deliverables:

- Photo-ready original of 100% Plans, Specifications & Engineers Estimate.

Task 8: Bidding Support.

Assumptions:

- Town will pay publication fees.
- Builders Exchange will be used to distribute plans and maintain plan holders list.
- Town shall host and conduct the Bid Opening.
- Town will check references of apparent low bidder.
- Town will make a recommendation to the Council relative to award of the contract.

Task Description:

- Consultant shall write Advertisement for Bids and make arrangements for the advertisement to be run in the Town's publication of record.
- Consultant shall upload documents to Builders Exchange.
- Consultant shall answer questions of prospective bidders.
- Consultant shall prepare and distribute any Addenda found necessary.
- Consultant shall attend the Bid Opening.
- Consultant will prepare and distribute the bid tabulation.

END SCOPE OF WORK

Not included in this Scope of Work, but available at the Client's discretion are the following services:

- Construction Management
- Construction Inspection

Prepared by: Steve Thomas Date 6-20-11
Steve Thomas, P.E.

Reviewed by: Krista Kimmel Date 6/20/11
Krista Kimmel, P.E.

FIGURE 1

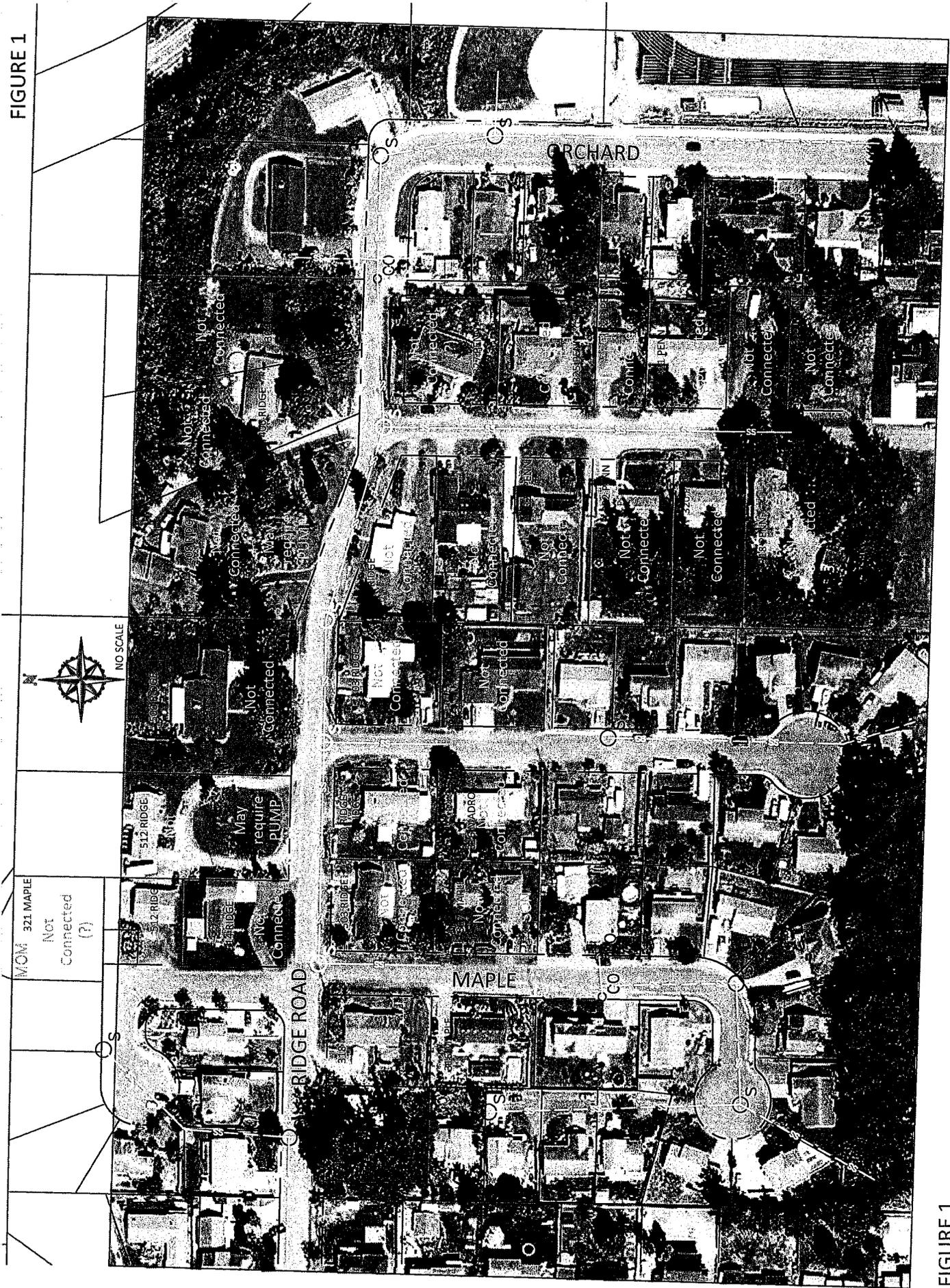


FIGURE 1

Exhibit D-3

PROJECT NAME: Town of Eatonville

Sanitary Sewer Extension - Ridge Road

NEGOTIATED HOURLY RATE (NHR):					
<u>Classification</u>	<u>Man Hours</u>	<u>X</u>	<u>Rate</u>	<u>=</u>	<u>Cost</u>
SENIOR PROJECT MANAGER	0	X	\$155.28	=	\$0.00
PROJECT MANAGER	70	X	\$129.40	=	\$9,058.00
PROJECT ENGINEER	0	X	\$129.40	=	\$0.00
PUBLIC INVOLVEMENT	0	X	\$129.40	=	\$0.00
ENGINEER	104	X	\$129.40	=	\$13,457.60
TECHNICIAN	0	X	\$129.40	=	\$0.00
Total Hours =	174				Total NHR = \$22,515.60
REIMBURSABLES:					
MILEAGE	\$0.50	X	200	=	\$100.00
GROUND SURFACE MODEL	\$1,350.00	X	1	=	\$1,350.00
MISC. EXPENSE	\$75.00	X	1	=	\$75.00
SUB TOTAL					\$1,525.00
SUBCONSULTANT COST (See Exhibit G unless Lump Sum):					
GEOTECHNICAL	\$0.00	X	1.15	=	\$0.00
APPRAISER	\$0.00	X	1.10	=	\$0.00
ROW ACQUISITION	\$0.00	X	1.10	=	\$0.00
ARCHAEOLOGICAL	\$0.00	X	1.10	=	\$0.00
SURVEY	\$6,800.00	X	1.10	=	\$7,480.00
SUB TOTAL					\$7,480.00
MANAGEMENT RESERVE FUND (Optional)					
SUB TOTAL	\$31,520.60	X	0%	=	\$0.00
GRAND TOTAL				=	\$31,520.60
PREPARED BY:	<i>Stephen Thomas</i>			DATE:	<i>6-20-11</i>
REVIEWED BY:	<i>Krista Kimmel</i>			DATE:	<i>6/20/11</i>

Address	Note	Connection Fee Paid?	Connected?	Dye Test Positive for Connection?	Monthly Bill?	Distance From Sewer	Comments	Additional Annual Revenue to be Generated	Projected 2011 Revenue to be Generated	Connection Fee to Be Generated	Connection Maintenance Fees to Be Collected
318 Penn N		Waived	?	?	Y	>100	6/20/2011 NB - Instructed Kern to send notice regarding dye test to determine connection, found agreement in address file which waived sewer connection fee.			\$	0
320 Penn N		N	N	?	Y	>100	6/20/2011 NB - Instructed Kern to send notice regarding dye test to determine connection.			?	0
321 Penn N		N	N	?	Y	>100	6/20/2011 NB - Instructed Kern to send notice regarding dye test to determine connection.			?	0
322 Penn N		N	N	?	N	>100	6/20/2011 NB - Instructed Kern to send notice regarding dye test to determine connection.	\$	469.20	\$	5,900.00
323 Penn N		N	N	?	Y	>100	6/20/2011 NB - Instructed Kern to send notice regarding dye test to determine connection.			?	0
324 Penn N		N	N	?	N	>100	6/20/2011 NB - Instructed Kern to send notice regarding dye test to determine connection.	\$	469.20	\$	5,900.00
325 Penn N		N	N	?	N	>100	6/20/2011 NB - Instructed Kern to send notice regarding dye test to determine connection.	\$	469.20	\$	5,900.00
326 Penn N		N	N	?	N	>100	6/20/2011 NB - Instructed Kern to send notice regarding dye test to determine connection.	\$	469.20	\$	5,900.00
327 Penn N		Y	N	?	Y	<100	6/8/2011 NB - Consider Project to serve Property.				0
302 Ridge Rd		Y	N	?	Y	<100	6/8/2011 NB - Consider Project to serve Property.				0
401 Ridge Rd		Y	N	?	N	>100	6/13/2011 NB - Consider Project to serve Property - Not within 100 feet.	\$	469.20	\$	2,780.64
403 Ridge Rd		Y	N	?	Y	>100	6/8/2011 NB - Consider Project to serve Property.				
405 Ridge Rd		Y	N	?	Y	<100	6/8/2011 NB - Consider Project to serve Property.				
408 Ridge Rd		Y	N	?	N	>100	6/8/2011 NB - Consider Project to serve Property.	\$	469.20	\$	2,780.64
510 Ridge Road		Y	N	?	N	>100	6/13/2011 NB - Project required - not within 100 feet.	\$	469.20	\$	2,780.64
512 Ridge Rd		Y	N	?	Y	>100	6/8/2011 NB - Consider Project to serve Property.				
514 Ridge Rd		Y	N	?	Y	<100	6/8/2011 NB - Consider Project to serve Property.				
503 Ridge Rd		Y	N	?	N	<100	6/8/2011 NB - Consider Project to serve Property.	\$	469.20	\$	2,780.64
316 Madrona		N	N	?	Y	<100	6/8/2011 NB - Consider Sewer Project to serve Property.			\$	5,900.00
317 Madrona		N	N	?	Y	<100	6/8/2011 NB - Consider Sewer Project to serve Property.			\$	5,900.00
318 Madrona	AKA 400 Ridge Road	Y	N	?	N	>100	6/8/2011 NB - Consider Sewer Project to serve Property.	\$	469.20	\$	2,780.64
317 Maple Dr		Y	N	?	Y	<100	6/8/2011 NB - Consider Sewer Project to serve Property.				
321 Maple Dr	Kildahl	Y	N	?	Y	>100	401 Maple - Small adjacent prop - Mike is unsure of connection, send notice. 6/8/2011 NB - Consider Project to serve Property.	\$	4,222.80	\$	35,400.00
								\$	1,407.60	\$	13,993.20

RESOLUTION 2011-X

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A DEVELOPMENT AGREEMENT WITH CENTERPOINT EATONVILLE TO FURTHER THE GOALS AND POLICIES OF THE TOWN OF EATONVILLE'S COMPREHENSIVE PLAN

WHEREAS, CenterPoint Eatonville, a non-profit religious organization (“CenterPoint”), owns real property within an area of the Town of Eatonville (the “Town”) and desires to develop this property consistent with the Town’s Comprehensive Plan; and,

WHEREAS, the Town wishes to provide mechanisms to assure that the public health and safety is protected while having growth pay for growth; and,

WHEREAS, the Town wishes to provide flexibility in and timing of development to accommodate economic trends and growth within the Eatonville community; and

WHEREAS, the Town and CenterPoint wish to enter into a document entitled “Development Agreement Between the Town of Eatonville and CenterPoint Eatonville” (“Development Agreement” – Exhibit K) to provide for an organized, self-contained set of documents that will govern the development of the Church Property over the next fifteen (15) years consistent with the Town’s Comprehensive Plan; and

WHEREAS, the Development Agreement is related to the conditional use permit for Centerpoint Eatonville, approved by the Town Planning Commission acting as the Board of Adjustment on June 20, 2011, pursuant to Chapter 18.09 of the Eatonville Municipal Code; and,

WHEREAS, the Development Agreement is a Development Agreement under the Revised Code of Washington (“RCW”) 36.70B.170 through 36.70B.210 and contains vesting, use, and mitigation provisions in keeping with the statute; and,

WHEREAS, pursuant to RCW 36.70B.200, a public hearing was held on June 20, 2011;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EATONVILLE:

The Mayor is authorized to enter into a Development Agreement with CenterPoint in substantially the same form as Exhibit K attached hereto and incorporated herein by reference.

PASSED by the Council of the Town of Eatonville at a regular meeting held this _____ day of June, 2011.

Raymond Harper, Mayor

ATTEST:

Chrystal McGlone, Town Clerk

APPROVED AS TO FORM:

Patricia Buchanan, Town Attorney

**DEVELOPMENT AGREEMENT
BETWEEN
THE TOWN OF EATONVILLE
AND CENTERPOINT EATONVILLE**

1. **DATE AND PARTIES.**

1.1 This document (“Development Agreement”), for references purposes only, is dated the _____ day of _____, 2011 (“Agreement Date”) and is entered into by and between the Town of Eatonville, Washington, a non charter code city organized under the laws of the State of Washington (the “Town”); and CenterPoint Eatonville, a non-profit religious organization authorized under the laws of the State of Washington (“CenterPoint”). The Town and CenterPoint are sometimes referred to herein individually as “Party” and collectively as “Parties.”

2. **AUTHORITY.**

2.1 The Town is entering into the Development Agreement under the authority and power given to it by the general laws and the constitution of the state of Washington and Chapter 36.70B of the Revised Code of Washington relating to development agreements, and Town Ordinance No. ____ that authorized the Mayor to sign this Development Agreement. Once the Ordinance authorizing the Mayor to sign the Development Agreement has been passed by the Town Council, its designation shall be entered in paragraph 2.1.

2.2 CenterPoint is entering into this Development Agreement pursuant to Resolution No. ____ adopted by the CenterPoint Board of Elders.

3. **SUBJECT PROPERTY.**

3.1 The real property that is subject to the terms and conditions of this Development Agreement is legally described in Exhibit A attached hereto and by reference incorporated herein and shall be referred to as the “Church Property.”

4. **DEVELOPMENT AGREEMENT INTENT AND PURPOSE.**

4.1 The intent of this Development Agreement is to: (1) further the goals and policies of the Town’s Comprehensive Plan; (2) provide mechanisms to assure that the public health and safety is protected while having growth pay for growth; (3) provide recreational opportunities within close proximity to housing; and (4) provide flexibility in and timing of development to accommodate economic trends and growth within the Eatonville community.

4.2 The purpose of this Development Agreement is to provide for an organized, self contained set of documents that shall govern the development of the Church Property over the next fifteen (15) years in order to accomplish the goals set forth in paragraph 4.1.

5. **DEVELOPMENT AGREEMENT TERM.**

Development Agreement between Town of Eatonville and CenterPoint

Page 1 of 13

Draft 061411

5.1 The Development Agreement term shall commence on the date the Ordinance authorizing the Mayor to execute the Development Agreement becomes effective and all appeal periods have run, or, if appealed, on the date that the appeals are finally concluded and a development application can be submitted to the Town (“Development Agreement Term Commencement Date”) and shall terminate at midnight on the fifteenth (15th) anniversary of the Development Agreement Term Commencement Date. This fifteen (15) year period shall be known as the Development Agreement Term. The Development Agreement Term Commencement Date, once it has been determined, shall be entered in paragraph 28.1 below and confirmed by the parties by initialing the entry.

6. **VESTING.**

6.1 Any development to occur within the Church Property during the Development Agreement Term shall do so in conformity with the provisions of the Development Agreement. For purposes of the Development Agreement, development means any activity that affects the temporary or permanent use of any land within the Church Property, and/or results in the alteration of the surface or subsurface of land within the Church Property, and that is regulated in whole or in part by the Town.

6.2 During the Development Agreement Term, CenterPoint shall have the vested right to develop the Church Property in accordance with the provisions of the Development Agreement, and the Town codes and regulations relating to zoning, site design and layout, building envelope, parking standards and landscape standards in effect on the Development Agreement Term Commencement Date.

6.3 When a development application is submitted for the stormwater system for the first phase, the development application shall include the stormwater system that is adequate for the project at full buildout (“Stormwater System”). The Stormwater System application shall comply with all applicable Town codes and regulations in effect at the time the complete Stormwater System application is filed. The vesting date for the Stormwater System for the Development Agreement Term shall be the date the complete Stormwater System application is filed. The construction of the Stormwater System may be phased so that all storm water facilities that are needed to treat the stormwater for any development activity is in place and operational prior to the time the development activity is completed.

6.4 When a building permit application is submitted for the first phase of the church building, it shall comply with the design guidelines in effect at the time the complete building permit application is submitted. The vesting date for design guidelines for the Development Agreement Term shall be the date the complete building permit application is filed.

6.5 Except as specified in paragraphs 6.2, 6.3, and 6.4, the vesting date for all development on the Church Property shall be the date a complete application for the development activity is submitted to the Town. This shall include, but not be limited to life safety codes, impact fees, building fees, and such other fees and costs imposed by Town Code or duly adopted regulations.

6.6 The provision of paragraphs 6.2, 6.3 and 6.4 notwithstanding, the Town reserves the right for the Town Council to modify a condition of the Development Agreement if the Town

Council determines its modification is necessary as a result of a serious threat to the public health and safety, and the modification is the minimum necessary, both in content and duration, to alleviate the adverse consequences to the public health and safety that would be caused by the serious threat. Provided, no modification shall occur until consultation with CenterPoint has occurred in order to seek its input on how to modify the Development Agreement so as to address the serious threat to the public health and safety, while minimizing the impact on the Church Property development and the Development Agreement's intent and purpose. The Parties agree to use the Development Agreement's dispute resolution process regarding any dispute over the appropriate way to modify the vested rights of CenterPoint. If the modification is mandated by governmental action other than the Town's, then the Town agrees that CenterPoint shall have the right, at its sole discretion and expense, to contest the governmental action.

7. **PHASING AND TIMING.**

7.1 The Parties acknowledge that the sequencing of development shall occur in accordance with CenterPoint's own time schedule in light of market conditions and CenterPoint shall determine the order, size, number and timing of phases of development.

7.2 The Town shall determine which mitigation measures must be constructed in each phase in order to mitigate the impacts associated with that phase, as more fully set forth in section 9 below.

8. **DEVELOPMENT TO BE CONSISTENT WITH THE DEVELOPMENT AGREEMENT CONDITIONS.**

8.1 All development within the Church Property shall comply with the Development Agreement terms. If a development application is consistent with the Development Agreement, then it shall be approved. If a development application is not consistent with the Development Agreement, then the conditions of approval shall include such conditions as will make the application consistent with the Development Agreement. If it is determined that the application cannot be conditioned to make it consistent with the Development Agreement terms, then the application shall be denied.

9. **ENVIRONMENTAL REVIEW AND MITIGATION CONDITIONS.**

9.1 A Mitigated Determination of Non-Significance dated the ____ day of _____, 2011 ("MDNS") was issued for the Church Property Conditional Use Permit Application. The mitigation conditions set forth in the MDNS are hereby adopted as mitigation conditions for the Church Property, and are set forth in Exhibit B attached hereto and by reference incorporated herein. Any development occurring within the Church Property must be consistent with those conditions. The relevant mitigation conditions shall be made conditions of any development permit which would generate the impact that requires the mitigation measure.

10. **DEVELOPMENT REGULATIONS.**

10.1 Unless the Development Agreement specifies otherwise, in lieu of the zoning and development regulations set forth in the Eatonville Municipal Code the Development Agreement conditions shall apply to all development in the Church Property.

11. **INTERPRETATION OF APPLICABLE DEVELOPMENT CONDITIONS.**

11.1 It is the Parties intent that all development within the Church Property be consistent with the provisions of the Development Agreement. The provisions of any applicable Town codes and regulations shall be so construed whenever possible in a manner that shall make the applicable code and/or regulation consistent with the Development Agreement's intent and purpose.

11.2 In the case of any conflict between governing regulations, the following shall be the order of priority, with the highest level of priority controlling. The level of priority, starting with the highest level and then descending in priority, is as follows: (1) changes adopted pursuant to Development Agreement paragraph 6.6; (2) Development Agreement Exhibit B; (3) the Development Agreement provisions not contained in an Exhibit; (4) Development Agreement Exhibit C; (5) any project specific conditions of development approval; and (6) all other Town Codes and regulations.

12. **RECAPTURE AND REIMBURSEMENT OF SANITARY SEWER, WATER AND OTHER UTILITY SYSTEM IMPROVEMENTS.**

12.1 The Town authorizes CenterPoint to recapture, if applicable, a pro-rata portion of the cost it incurs for the design and construction of any Town utility improvement for which it would be entitled under state law for reimbursement from non-contributing benefitted properties. The method and manner of determining the amount of the reimbursement, and the non-contributing benefitted properties to which the assessment will apply shall be done in accordance with the Eatonville Municipal Code and applicable state law. The Town reserves the right to establish administrative fees it deems necessary for the administration of latecomer agreements and the administrative fee shall be added to the assessment.

13. **AMENDMENTS.**

13.1 The Development Agreement may be modified, including termination of the Agreement or any part thereof, at any time, but only by the Parties by written agreement. If a particular process is called out in the agreement relative to modifying or terminating the Development Agreement, such as in the case of a serious threat to public health and safety as set forth in paragraph 6.6, then that process shall be followed.

13.2 In considering an application to be processed in accordance with the Development Agreement, the responsible Town official may agree to minor changes to the site plan attached as Exhibit C, consistent with the Development Agreement, but all changes to the Development Agreement must be approved by the Town Council. A minor change is a change that does not involve the following: a change of use, a major change in the vehicular circulation system, an increase in density or relocation of density patterns, a reduction in open space by more than 5%, a change in the exterior boundaries, an increase in building height, or a change that would be

inconsistent with the Development Agreement. The minor amendment process shall be the administrative process used by the Town in processing minor amendments under its Planned Unit Development code.

14. **DESIGNATED REPRESENTATIVE FOR EACH PARTY.**

14.1 Representative of Town. The Town Mayor shall be the designated person with overall responsibility in connection administering the Development Agreement on behalf of the Town. The Mayor may delegate this responsibility to a Town staff member..

14.2 Representative of CenterPoint. The Senior Pastor for CenterPoint shall be the designated person with overall responsibility in connection with administering the Development Agreement on behalf of CenterPoint, who may delegate that responsibility from time to time to another individual.

14.3 The designated representatives shall meet on an as needed basis to discuss: 1) the development of the Church Property; 2) the order of construction and timing for necessary improvements; 3) the preparation and implementation of other agreements necessary to carry out the intent and purpose of the Development Agreement; and 4) such other matters as are deemed by other party to be matters that need to be discussed in order to assist in the timely and orderly development of The Church Property.

15. **NOTICES.**

15.1 Any notice or communication required by this Development Agreement between the Town and CenterPoint must be in writing, and may be given either personally, electronically with evidence or receipt, or by express delivery service, return receipt requested. If given personally, or by registered or certified mail, such notice or communication shall be deemed to have been given and received upon actual receipt. If delivery is made electronically, either by e-mail or facsimile transmission, a notice shall be deemed to have been given when delivered to the party to who it is addressed, and there is electronic confirmation that it was received. Such notices or communications shall be given to the Parties at their addresses set forth below:

To: CenterPoint:

Jonathan Cross
P.O. Box 900
Eatonville, WA 98328
Facsimile: (360) 832-4275
jonathanc@thecenterpoint.org

With a copy to:

Loren D. Combs
VSI Law Group, PLLC
3600 Port of Tacoma Road, Suite 311
Tacoma, WA 98424
Facsimile: (253) 922-5848
Email: ldc@vsilawgroup.com

To: Town of Eatonville

Mayor Raymond Harper
Town of Eatonville
201 Center Street West
P.O. Box 309
Eatonville, WA 98328
Facsimile: (360) 832-3977
Email: rharper@eatonville.-wa.gov

15.2 Either party, by giving ten (10) days notice, may at any time change its contact information by sending its new contact information to the other party in the same manner as is provided for sending the other party notice under the provisions of paragraph 26.2.

16. **BINDING EFFECT; ASSIGNABILITY.**

16.1 This Development Agreement shall run with the land and shall be binding on the Parties hereto; their heirs, successors, and assigns.

17. **NO THIRD PARTY BENEFICIARIES.**

17.1 This Development Agreement is between CenterPoint and the Town. This Development Agreement is not intended to, and shall not be construed as benefitting third-parties.

18. **REPRESENTATIONS AND WARRANTIES.**

18.1 Each signatory to this Development Agreement represents and warrants that he or she has full power and authority to execute and deliver this Development Agreement on behalf of the Party for which he or she is signing, and that he or she shall defend and hold harmless the other Parties and signatories from any claim that he or she was not fully authorized to execute this Development Agreement on behalf of the person or entity for whom he or she signed. Upon proper execution and delivery, this Development Agreement shall have been duly entered into by the Parties, shall constitute as against each Party a valid legal and binding obligation that shall run with the land, and shall be enforceable against each Party in accordance with the terms herein.

19. **EXHIBITS.**

19.1 The following are the Exhibits that are a part of the Development Agreement and are incorporated herein by reference:

- Exhibit A Legal Description for The Church Property
- Exhibit B Environmental Mitigation Conditions
- Exhibit C Site Plan for the Church Property
- Exhibit D Memorandum of Agreement

20. **NO PRESUMPTION OF DRAFTSMENSHIP BY EITHER PARTY.**

20.1 The Development Agreement has been reviewed and revised by both parties and has been the subject of public hearings.

21. **CAPTIONS.**

21.1 The captions are for ease of reference and are not considered substantive provisions of the Development Agreement, nor shall they be given any weight in determining the interpretation of any provision of the Development Agreement

22. **SEVERABILITY.**

22.1 If any provision of the Development Agreement is determined to be unenforceable or invalid pursuant to a final decree or judgment by a court of law with jurisdiction, then the remainder of this Development Agreement not decreed or adjudged unenforceable or invalid shall remain unaffected and in full force and effect, subject to the provisions of paragraph 22.2.

22.2 If any provision or provisions of the Development Agreement are determined to be unenforceable, then the Parties agree to negotiate in good faith a substitute provision or provisions that would accomplish the intent and purpose of the invalid provision in a method and manner that would be legal.

22.3 In the event of any administrative, legal or equitable action or other proceeding instituted by any person not a party to this Development Agreement challenging the validity of any provision of this Development Agreement, or any subsequent action taken by the parties to implement the Development Agreement conditions, the Parties shall cooperate in defending such action or proceeding to settlement or final judgment, including all appeals. Each Party shall select its own legal counsel and bear its own costs in defending such action or proceeding.

23. **DEVELOPMENT AGREEMENT TO BE RECORDED.**

23.1 The parties shall execute and record the Memorandum of Agreement attached hereto as Exhibit D.

24. **JURISDICTION AND VENUE.**

24.1 The Development Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party that the Development Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Development Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Pierce County, Washington.

25. **COOPERATION IN EXECUTION OF DOCUMENTS.**

25.1 The Parties agree to properly and promptly execute and deliver any and all additional documents that may be necessary to render this Development Agreement practically effective. This paragraph shall not require the execution of any document that expands, alters or in any way changes the terms of this Development Agreement.

26. **FINAL AND COMPLETE AGREEMENT.**

26.1 This Development Agreement constitutes the final and complete expression of the Parties on all subjects relating to the development of the Church Property. This Development Agreement may not be modified, interpreted, amended, waived or revoked except by written instrument signed by all Parties hereto. This Development Agreement supersedes and replaces all prior agreements, discussions and representations on all subjects discussed herein, without limitation. No Party is entering into this Development Agreement in reliance on any oral or written promises, inducements, representations, understandings, interpretations or agreements other than those contained in this Development Agreement and the exhibits hereto.

27. **DISPUTE RESOLUTION PROCESS.**

27.1 The Parties are committed to working diligently in good faith to carry out the intent and purpose of this Development Agreement. The Parties agree that if a dispute arises they will engage in good faith negotiations to resolve the dispute. Such negotiations shall first be conducted at the staff level.

27.2 If the parties are unable to resolve their dispute on an informal basis, then the matter shall mediate the dispute using the services of the Washington Arbitration and Mediations Services (WAMS), with each paying one half of the WAMS fee and the mediator's fee. The provisions of paragraph 27.3 shall not apply to fees and costs incurred related to mediation.

27.3 Any dispute arising under this Agreement that has not been resolved pursuant to the processes set forth in paragraphs 27.1 or 27.2, will be resolved by binding arbitration by a single arbitrator. If the parties cannot agree on the identity of such arbitrator, then either party may apply to the Superior Court of Pierce County for appointment of an arbitrator pursuant to RCW 7.04. The parties shall split equally the arbitrator's fee and all arbitration expenses. The prevailing party at the arbitration is entitled to its costs and attorney fees, in the arbitrator's discretion. A judgment may be entered on the arbitrator's award, pursuant to RCW 7.04. The arbitrator shall include within his/her ruling a statement of the facts found by the arbitrator and the legal principles applied to those facts.

TOWN OF EATONVILLE:

CENTERPOINT EATONVILLE

By: _____
Raymond Harper
Its: Mayor

By: Jonathan Cross
Jonathan Cross
Its: Senior Pastor

ATTEST:

By: Chrystal McGlone
Chrystal McGlone
Its: Town Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Raymond Harper is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the Town of Eatonville, Washington, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said office of the municipal corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said municipal corporation.

Dated: _____, 2011

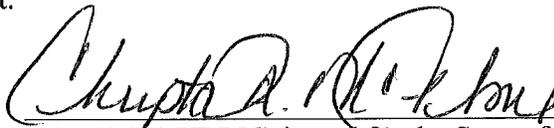
NOTARY PUBLIC in and for the State of Washington
Residing at: _____
My Commission Expires: _____

(Use this space for notarial stamp/seal)

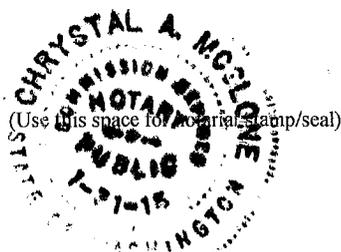
STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Jonathan Cross is the person who appeared before me, and he acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Senior Pastor of CenterPoint Eatonville, and acknowledged it to be the free and voluntary act of such company for the uses and purposes mentioned in the instrument.

Dated: 6/22, 2011



NOTARY PUBLIC in and for the State of Washington
Residing at: Pierce County
My Commission Expires: 1/31/2015



27. **DEVELOPMENT AGREEMENT TERM COMMENCEMENT DATE.**

27.1 Pursuant to the provisions of paragraph 5.1 above, the parties acknowledge, by the initials set forth below, that the Development Agreement Term Commencement Date is the ___ day of _____, 2011.

Town of Eatonville

CenterPoint Eatonville

EXHIBIT A

LEGAL DESCRIPTION FOR CHURCH PROPERTY

A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 16 NORTH, RANGE 4 EAST OF THE W.M. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE QUARTER CORNER COMMON SECTIONS 23 AND 14 OF SAID TOWNSHIP AND RANGE; THENCE S88°19'41"E ALONG THE NORTH LINE OF SAID SECTION 23 A DISTANCE OF 822.24 FEET TO A POINT ON THE EAST LINE OF THE ABANDONED TACOMA EASTERN/CHICAGO MILWAUKEE AND SAINT PAUL RAILROAD RIGHT OF WAY BOUNDARY AS PER PIERCE COUNTY RECORD OF SURVEY RECORDED UNDER AFN 200705045017 AND MONUMENTED WITH A ½" REBAR AND CAP STAMPED L.S. 21546; THENCE S39°44'19"W ALONG SAID EAST LINE A DISTANCE OF 97.67 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE TOWN OF EATONVILLE'S OAK STREET EXTENDED EAST AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S89°24'19"E ALONG THE NORTH LINE OF SAID OAK STREET EXTENDED EAST A DISTANCE OF 280.95 FEET; THENCE AT A RIGHT ANGLE S00°35'41"W A DISTANCE OF 258.72 FEET; THENCE S50°15'00"E A DISTANCE OF 296.51 FEET; THENCE S39°45'00"W A DISTANCE OF 582.72 FEET; THENCE N50°15'00"W A DISTANCE OF 677.61 FEET TO A POINT ON THE EAST LINE OF SAID ABANDONED RIGHT OF WAY AS DEPICTED ON SAID AFN 200705045017; THENCE N39°44'19"E ALONG SAID LINE A DISTANCE OF 605.94 FEET TO THE TRUE POINT OF BEGINNING AND TERMINUS POINT OF THIS DESCRIPTION.

CONSISTING OF 10.00 ACRES SITUATE IN THE TOWN OF EATONVILLE, COUNTY OF PIERCE, STATE OF WASHINGTON.

MITIGATED DETERMINATION OF NONSIGNIFICANCE
Centerpoint Eatonville
Conditional Use Permit and Developer Agreement
351 Madison Avenue
Town of Eatonville

Project Title: Centerpoint Eatonville

Applicant: Pastor Jonathan Cross

Description: The proposal is to construct a multi-phased church facility on a 10 acre site. Phase one would include a 17,000 square foot plus facility with a 350 seat sanctuary. The project would be expanded in later phases to include up to an 800 seat sanctuary. The final project may include athletic fields, trails, parking, and a picnic shelter. The applicant is seeking a conditional use permit authorizing all phases of construction as shown on the attached site plan.

Location: This site is located at 351 Madison Avenue adjacent to Mill Pond Park.

The Responsible Official of the Town of Eatonville has determined, based on a review of the completed environmental checklist dated April 12, 2011 and other information on file with the Town of Eatonville and the policies, plans, and regulations designated by the Town of Eatonville as a basis for the exercise of substantive authority under the Washington State Environmental Policy Act (SEPA) pursuant to the Revised Code of Washington (RCW) 43.21C.060, that the proposed project would not have significant impacts on the environment, provided the applicant incorporates into the proposal certain mitigating measures or conditions required by the reviewing agencies. Pursuant to RCW 43.21C.030(2)(C), an Environmental Impact statement (EIS) will not be required. The Mitigated Determination of Nonsignificance (MDNS) is specifically dependent upon full compliance with the conditions as stated below.

Impacts Identified and Mitigating Conditions:

General Information

Earth

Impact: The environmental checklist dated May 6th, 2010 identified possible erosion impacts which could result from the project.

Mitigation: The applicant shall prepare an erosion control plan consistent with EMC 16.53 and 16.54 and in accordance with the Stormwater Management Manual in effect at which time as the applicant submits its building permit application which is currently the 2005 Pierce County Stormwater Management Manual.

Air

Impact: It is anticipated the dust could be produced as a result of construction during periods of dry weather.

Mitigation: The applicant shall administer dust control during construction during the periods of dry weather.

Water

1. Impact: The applicant has identified that the completed project would result in 51% of the site being covered in impervious surfaces thus generating a significant volume of stormwater. Further, there are no public stormwater retention, detention, pretreatment, or treatment facilities available to treat stormwater generated from this site. Lastly, the site is located in an aquifer recharge area and is hydrologically connected to the Mashel River. Altering the current relationship between surface flow and infiltration rates could alter in-stream flow including surges of stormwater entering the Mashel River and more frequent occurrences of low in stream flows resulting from reduced ground water levels.

Mitigation: The applicant shall be required to design an onsite stormwater management system consistent with the 2005 Pierce County Stormwater Management Manual and in conjunction with a level 2 hydrogeologic study. The applicant shall provide stormwater treatment and infiltration onsite. A low impact development approach to stormwater management shall be required unless it is determined to be technically infeasible or harmful to the town's aquifer by the applicant's engineers and hydrogeologist and if that opinion is shared by the town's engineers and/or hydrogeologist. An LID approach should ensure that the hydrologic conditions for the site do not change significantly as a result of the project. Lastly, the proposal shall be subject to full critical areas review at the time that structural and civil plan review occurs.

2. Impact: The construction of transportation (sidewalk) improvements as required under this MDNS will create new impervious surfaces having similar impacts as identified in 1 above. Furthermore, increases in vehicle traffic as shown in the transportation study (and the associated increases in surface water pollution resulting from the new traffic) will increase the need for stormwater pretreatment.

Mitigation: The applicant shall construct stormwater improvements to serve all new offsite impervious surfaces created as a result of this project. These

stormwater improvements shall provide for bio-infiltration and pretreatment of all water which falls within the roadway. The types of stormwater and roadway improvements which are required are often referred to as green streets. The design of these improvements shall be reviewed in conjunction with the onsite stormwater system according to the requirements in 1 above.

3. Impact: The proposed athletic fields could require the use of fertilizer or other chemical applications which could impact groundwater and aquifer water quality.

Mitigation: The applicant shall seek approval from the Eatonville Water Department before applying any chemical or fertilizer on the landscaping or athletic fields.

Plants

Impact: The phasing of this project will result in the existence of large expanses of undeveloped area which may be developed in the future. These areas could become overgrown with noxious weeds and/or invasive species or could present health or safety hazards.

Mitigation: Any areas which are not developed as part of phase 1 of this project shall either remain undisturbed or if landscaped should be replanted with native species or grasses. Under either scenario, the site shall be maintained to prevent health and safety hazards and nuisance conditions and shall be kept free of noxious weeds and invasive species.

Light and Glare

Impact: The use of certain types of lighting fixtures for pedestrian lighting, parking lot lighting, signage, and exterior structural lighting could create light pollution and glare offsite.

Mitigation: The applicant shall adhere to EMC 19.03.020 (D) lighting standards to ensure that minimum and maximum lighting thresholds are not exceeded.

Transportation

1. Impact: The proposed facility will create a demand for safe passage of pedestrians from the facility to the adjacent park, and across Alder-Madison to both sides of Oak Street East.

Mitigation: The applicant shall design and construct a sidewalk across the property frontage on Alder-Madison, from the northern property boundary on Madison to the nearest public sidewalk along Alder at Mill Pond Park. In addition, ADA pedestrian accessible sidewalk curb cuts and landings with bulbouts if needed shall

be provided on both sides of the Alder-Madison right of way across on the south side of the Oak Street\Alder-Madison intersection, as well as across Oak Street at that intersection and shall be connected to the existing sidewalks located on both sides of Oak Street. The sidewalks shall be properly marked with signage and street paint\marking materials to give adequate warning of the pedestrian crossings. The bulbs (if needed), sidewalks, and ADA ramps shall be placed to accommodate the full build out of Alder-Madison so that the sidewalks will not have to be removed when the street is upgraded due to future development. As required by EMC 13.28, the final plans for the pedestrian improvements shall be subject to City Council approval prior to construction.

2. Impact: This project will likely generate pedestrian trips to and from the north and west. The nearest major intersection to the north has substandard pedestrian crossings (lacking an ADA ramp on the north side of Center Street). The pedestrian improvements at this intersection are inadequate to accommodate the pedestrian traffic to and from the church from this direction.

Mitigation: The applicant shall have designed and constructed at ADA accessible pedestrian crosswalk including sidewalk ramps at the intersection of Center Street and Madison Ave. It should be located to the west of the intersection.

Public Services

Impact: The development of the church will increase the demand for fire suppression at the site. The building, once built out through all phases, will need to be served by multiple fire hydrants with sufficient fire flow and Storz adapters.

Mitigation: To mitigate fire department impacts resulting from the construction of a building of this size, the applicant shall construct a fire loop water main around the building. (Water main sizing to be determined by town engineers, likely an 8" loop) Fire hydrants shall be installed so that all sides of the building can be protected in the event of a fire. (Spacing to be determined by the Eatonville Fire Department at the time of civil design) The hydrants shall be located a minimum distance from the building equal to 1.5 times the height of the adjacent building. All hydrants shall be fitted with 4.0 inch Storz adapters. Since the town does not own a ladder truck, the building height shall be limited to 2 stories. However the facility height may be increased to 3 stories if, when phase 3 building permits are applied for, a ladder truck is available.

Action:

Exhibit B

This MDNS is issued under WAC 197-11-350. The Town of Eatonville may not act on this proposal prior to June 9, 2011. Comments must be submitted by 5:00pm on June 8th, 2011, to Town of Eatonville, 201 Center Street West, Post Office Box 309, Eatonville, Washington 98328, (360) 832-3361 x115. The Responsible Official will reconsider the MDNS based on timely comments and may retain, modify, or if significant adverse comments are likely, withdraw the MDNS. If the MDNS is retained, it will be final after the date of action. No permits may be issued and the applicant shall not begin work until the action deadline has expired and any other necessary permits are issued.

Responsible Official: Nicholas Bond, Town Planner

Lead Agency: Town of Eatonville
201 Center Street West
Post Office Box 309
Eatonville, Washington 98328
(306) 832-3361 x115

Date of Issue: May 24, 2011

Comment Deadline: June 8, 2011, 5:00pm

Date of Action: Not before June 9, 2011

Signature of Responsible Official

Note: Pursuant to RCW 43.21C.075 and EMC Chapter 15.04, decisions of the Responsible Official may be appealed. Appeals must be filed with the Town of Eatonville within 14 days of the expiration of the comment deadline.

Note: The issuance of this Mitigated Determination of Nonsignificance does not constitute project approval. The applicant must comply with all other applicable requirements of the Town of Eatonville Public Works Department and/or Building Official, before receiving construction permits.

EXHIBIT D
To
DEVELOPMENT AGREEMENT

AFTER RECORDING
PLEASE RETURN TO:

CHRYSTAL McGLONE
TOWN CLERK
TOWN OF EATONVILLE
201 CENTER STREET WEST
P.O. BOX 309
EATONVILLE, WA 98328

MEMORANDUM OF DEVELOPMENT AGREEMENT

1. Notice is hereby given that TOWN OF EATONVILLE, a non charter code city organized under the laws of the State of Washington (the "Town"); whose address is P.O. Box 309, Eatonville, Washington and CENTERPOINT EATONVILLE, a nonprofit religious organization authorized under the laws of the State of Washington ("CenterPoint"), whose address is P.O. Box 900, Eatonville, Washington 98328 have entered into an agreement dated _____, 2011 entitled "Development Agreement Between the Town of Eatonville and CenterPoint Eatonville" (the "Development Agreement"). The real property affected by the Development Agreement is identified as Pierce County Assessor's Tax Parcel Number 0416231049; shall be referred to herein and the Subject Property, and it is legally described as follows:

A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 16 NORTH, RANGE 4 EAST OF THE W.M. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE QUARTER CORNER COMMON SECTIONS 23 AND 14 OF SAID TOWNSHIP AND RANGE; THENCE S88°19'41"E ALONG THE NORTH LINE OF SAID SECTION 23 A DISTANCE OF 822.24 FEET TO A POINT ON THE EAST LINE OF THE ABANDONED TACOMA EASTERN/CHICAGO MILWAUKEE AND SAINT PAUL

MEMORANDUM OF DEVELOPMENT AGREEMENT
PAGE 1 OF 2

EATONVILLE

CENTERPOINT

RAILROAD RIGHT OF WAY BOUNDARY AS PER PIERCE COUNTY RECORD OF SURVEY RECORDED UNDER AFN 200705045017 AND MONUMENTED WITH A ½" REBAR AND CAP STAMPED L.S. 21546; THENCE S39°44'19"W ALONG SAID EAST LINE A DISTANCE OF 97.67 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE TOWN OF EATONVILLE'S OAK STREET EXTENDED EAST AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S89°24'19"E ALONG THE NORTH LINE OF SAID OAK STREET EXTENDED EAST A DISTANCE OF 280.95 FEET; THENCE AT A RIGHT ANGLE S00°35'41"W A DISTANCE OF 258.72 FEET; THENCE S50°15'00"E A DISTANCE OF 296.51 FEET; THENCE S39°45'00"W A DISTANCE OF 582.72 FEET; THENCE N50°15'00"W A DISTANCE OF 677.61 FEET TO A POINT ON THE EAST LINE OF SAID ABANDONED RIGHT OF WAY AS DEPICTED ON SAID AFN 200705045017; THENCE N39°44'19"E ALONG SAID LINE A DISTANCE OF 605.94 FEET TO THE TRUE POINT OF BEGINNING AND TERMINUS POINT OF THIS DESCRIPTION.

CONSISTING OF 10.00 ACRES SITUATE IN THE TOWN OF EATONVILLE, COUNTY OF PIERCE, STATE OF WASHINGTON.

2. The term of the Development Agreement is fifteen (15) years, commencing on the ____ day of _____, 2011, and continuing through and including ____ day of _____, 2026. The Development Agreement is a binding agreement that affects the right to develop the Subject Property. The Development Agreement is a public document on file with the Town Clerk of the Town of Eatonville, Washington and was approved by the City Council with the adoption of Resolution No. _____. The Development Agreement should be reviewed before purchasing any of the Subject Property.

TOWN OF EATONVILLE:

CENTERPOINT EATONVILLE

By: _____
Raymond Harper
Its: Mayor

By: _____
Jonathan Cross
Its: Senior Pastor

ATTEST:

By: _____
Chrystal McGlone
Its: Town Clerk

Findings and Recommendation Conditional Use Permit Application and Developer Agreement Centerpoint Eatonville

Project Title: Centerpoint Eatonville

Applicant: Pastor Jonathan Cross

Description: The proposal is to construct a multi-phased church facility on a 10 acre site. Phase one could include a 17,000 square foot plus facility with a 350 seat sanctuary. The project would be expanded in later phases to include up to an 800 seat sanctuary. The final project may include athletic fields, trails, parking, and a picnic shelter. The applicant is seeking a conditional use permit authorizing all phases of construction as shown on the attached site plan.

Location: This site is located at 351 Madison Avenue adjacent to Mill Pond Park.

At Issue

Centerpoint Eatonville has submitted a conditional use permit application for a church facility to be located within a mixed use zone. They have also submitted a developer agreement which they have asked to be approved in conjunction with the CUP. The Planning Commission acting as the Board of Adjustment is tasked with reviewing conditional use permit application to determine whether it complies with the EMC and specifically does it comply with the conditions for granting as established in EMC 18.09.030 (D). The Planning Commission acting as the Board of Adjustment has the authority to attach conditions to the permit per EMC 18.09.030 (E) in order to make the project meet the conditions for granting as established in EMC 18.09.030 (D). The Planning Commission acting as the Board of Adjustment has the ability to make the approval of the CUP contingent upon Town Council approval of the proposed developer agreement. On the issue of the developer agreement, the planning commission only recommends its approval, approval with amendments, or disapproval.

Findings

* note, code text is in *italics*, findings are in standard type

18.04.150 Mixed Use Zone

“Religious facilities” are allowed as a conditional use in accordance with EMC 18.04.150 (C) (5).

18.09.030 *Conditional use permit.*

A. Purpose.

1. Conditional use permits, revocable, conditional or valid for a time period may be issued by the planning commission for any of the uses or purposes for which such permits are required or permitted by the terms of this title. The purpose of the conditional use permit is to allow the proper integration into the community of uses which may be suitable only on certain conditions in specific locations in a zoning district, or if the site is regulated in a particular manner.

2. Any use existing at the time of adoption of this title which is within the scope of uses permitted by a conditional use permit in the district in which the property is situated shall be deemed a conforming use without necessity of a conditional use permit.

3. Any expansion of any existing conditional use may be required to apply for a new conditional use permit if the planning director finds that there is a change in the nature of the use by such expansion.

B. Application.

1. The owner or his agent may make application for a conditional use permit, which shall be on a form prescribed by the planning director and filed with the planning director. The application shall be submitted at least 30 days prior to the next regularly scheduled public hearing date, and shall be heard by the board of adjustment within 45 days of the date of the application; provided, however, that this period may be extended in any case for which an environmental impact statement is required.

The application is complete and is marked as Exhibit J. A legal description has been provided and is marked Exhibit A. The SEPA Checklist which was submitted with the application is attached and marked Exhibit F

2. Development plans shall be submitted, drawn to scale, showing the actual dimensions and shape of the lot to be built upon, the exact sizes and locations on the lot of buildings already existing, if any, and the location on the lot of the proposed building or alteration. The plans shall show proposed landscaping, off-street parking, signs, ingress and egress and adjacent land uses. The plan shall include other information as may be required by the planning director.

A site plan has been provided and is labeled Exhibit C.

C. Public Hearing. The board of adjustment shall hold a public hearing on any proposed conditional use, and shall give notice thereof in at least one publication in the local newspaper at least 10 days prior to the public hearing.

1. Notice shall be given to all property owners within a radius of at least 300 feet. Such notice is to be sent 10 days prior to the public hearing. The failure of any property owner to receive the notice of hearing will not invalidate the proceedings.

2. Public notices shall be posted on one conspicuous place on or adjacent to the property which is the subject of the application at least 10 days prior to the date of the public

hearing. Public notice shall be accomplished through use of a two-foot by two-foot plywood face generic notice board, to be issued by the town planning director, and as follows: the applicant shall apply to the town for issuance of the notice board, and shall deposit with the town planning director the amount of money as specified in the current rate and/or fee resolution. The applicant shall be responsible for placement of the notice boards in one conspicuous place on or adjacent to the property which is the subject of the application at least 14 days prior to the date of the public hearing. Planning department shall post laminated notice sheets and vinyl information packets on the board not later than 10 days prior to the hearing. Upon return of the notice board in good condition to the planning director by the applicant, an amount of dollars of the initial notice board deposit shall be refunded to the applicant as specified in the current rate and/or fee resolution.

All notices have been posted and mailed in accordance with section C above. Copies of the notices are attached as Exhibit G.

D. Standards and Criteria for Granting. A conditional use permit shall only be granted after the board of adjustment has reviewed the proposed use to determine if it complies with the standards and criteria listed in this subsection (D). A conditional use permit shall only be granted if such finding is made.

1. The proposed use in the proposed location will not be detrimental to other uses legally existing or permitted outright in the zoning district;

The proposed use in the proposed location will not be detrimental to other uses legally existing or permitted outright in the zoning district provided that the applicant adheres to and satisfies all of the conditions listed in recommendations section and with conditions which have been established under SEPA (Exhibit B) and the attached developer agreement (Exhibit K).

2. The size of the site is adequate for the proposed use;

The size of the sites, 10 acres, is adequate for the proposed use.

3. The traffic generated by the proposed use will not unduly burden the traffic circulation system in the vicinity;

A transportation study (Exhibit H) was provided to the town and has been reviewed by town staff. The study shows that vehicle traffic generated by the proposed use will not unduly burden the traffic circulation system in the vicinity. However, several pedestrian traffic impacts were identified under SEPA review and appropriate mitigation has been required.

4. The other performance characteristics of the proposed use are compatible with those of other uses in the neighborhood or vicinity;

The performance characteristics of the proposed religious facility are compatible with the other uses in the vicinity.

5. Adequate buffering devices such as fencing, landscaping or topographic characteristics protect adjacent properties from adverse effects of the proposed use, including adverse visual or auditory effects;

Buffering for the site as proposed in the site plan has been found to be adequate for the proposed religious facility.

6. The other uses in the vicinity of the proposed site are such as to permit the proposed use to function effectively;

The other uses in the vicinity of the proposed site include Mill Pond Park, a single family neighborhood, vacant mixed use property, and vacant commercial property. These adjacent uses are such as to permit the proposed religious facility use to function effectively.

7. The proposed use complies with the performance standards, parking requirements and other applicable provisions of this title.

The proposed use meets performance standards including parking requirements which it exceeds. The proposed facility for the CenterPoint Eatonville Church will meet the Town's parking requirements for each phase of its development as summarized below:

Phase/ number of seats	Requirement/Proposed Parking
Phase One/ 350-seat sanctuary	70 spaces required / 196 provided
Phase Two/ 500-seat sanctuary	100 spaces required/ 281 provided
Phase Three / 800-seat sanctuary	160 spaces required/ 458 provided

Any other similar considerations may be applied that may be appropriate to a particular case.

E. Action of the Board of Adjustment.

1. Special conditions may be imposed on the proposed development to ensure that the proposed use will meet the standards and criteria of subsection (D) of this section in granting a conditional use permit. Guarantees and evidence that such conditions are being complied with may be required.

Town staff has suggested conditions in the recommendations section.

2. *If the proposal also involves the requirement to obtain exceptions to development standards, the board of adjustment may approve, modify or deny conditional exceptions to those developments standards, including height, unique structures, signage and setbacks, when considering a conditional use permit application for that same proposal.*

None proposed or suggested.

F. Appeals. The decision of the board of adjustment shall be final, unless an appeal is made to the town council within 10 days after the board of adjustments decision. The appeal shall be in writing to the town council and filed with the town clerk.

The town received only 1 public comment by mail which is attached and labeled Exhibit I.

G. Period of Validity. Any conditional use permit granted by the board of adjustment shall remain effective only for one year unless the use is begun within that time or construction has commenced. If not in use or construction has not commenced within one year, the conditional use permit shall become invalid. (Ord. 94-06 § 2, 1994).

Conclusions

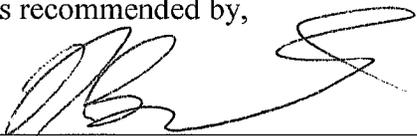
Town Staff has concluded that the proposed conditional use permit application is complete, that all notices have been issued in accordance with the EMC and that if approved with the suggested conditions for approval included in the Recommendations section below, that the applications meet all of the standards and criteria for granting.

Recommendation

Town Staff recommends that the Board of Adjustment move to recommend approval of the proposed developer agreement as presented and approve the Conditional Use Permit application from Centerpoint Eatonville subject to the following conditions:

1. All mitigation as established in the MDNS (exhibit B) shall be a binding condition of this Conditional Use Permit.
2. This approval is contingent on town council approval of the proposed developer agreement marked (exhibit A).
3. Notwithstanding this condition, the district shall be required to comply with all applicable EMC provisions.

As recommended by,



Nicholas M. Bond, Town Planner

June 1, 2011

Date

Suggested Motion

“I move to adopt the town staff report titled Findings and Recommendation, Conditional Use Permit and Developer Agreement, Centerpoint Eatonville dated May 24th, 2011 as the official findings of the Board of Adjustment and approve the Conditional Use Permit subject to the conditions contained herein.”

Approved by the Planning Commission this 20th day of June, 2011 and signed in witness thereof;



Chris Lambert, Chairman



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PO Box 47600 • Olympia, WA 98504-7600 • 360-407-6000

711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

June 3, 2011

The Honorable Raymond Harper
Mayor of Eatonville
P.O. Box 309
Eatonville, WA 98328

Dear Mayor Harper:

Congratulations! The Washington State Department of Ecology (Ecology) has identified the Town of Eatonville Wastewater Treatment Plant as a recipient of the 2010 "Wastewater Treatment Plant Outstanding Performance" award. Ecology will issue a news release recognizing the 2010 award recipients that will include your wastewater treatment plant.

My staff evaluated wastewater treatment plants in Washington for compliance with the effluent limits, monitoring and reporting requirements, spill prevention planning, pretreatment, and overall operational demands of the National Pollutant Discharge Elimination System (NPDES) permit. Of approximately 300 wastewater treatment plants statewide, yours is one of 104 that achieved full compliance with its NPDES permit in 2010.

It takes diligent operators and a strong management team, working effectively together, to achieve this high level of compliance. It's not easy to operate a wastewater treatment plant 24 hours a day, 365 days a year, without violations. Ecology appreciates the extraordinary level of effort demonstrated throughout 2010. Skillful and proficient operators are critical to the successful plant operations and protection of Washington State's precious waters. Your excellent record demonstrates that dedicated operators run the Town of Eatonville Wastewater Treatment Plant and their combined efforts lead to outstanding compliance.

Please call Pat Bailey at 360-407-6271 if you have questions or comments about your award.

Thank you for the excellent service you provide. Congratulations!

Sincerely,

Kelly Susewind, P.E., P.G.
Water Quality Program Manager

cc: Mike Tiller

