

# 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 28, 2010**

**1. CALL TO ORDER**

**A. ROLL CALL**

ALLISON \_\_\_\_\_ PIERCE \_\_\_\_\_ BOWMAN \_\_\_\_\_ VALENTINE \_\_\_\_\_  
SCHAUB \_\_\_\_\_

**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. Minutes from May 24<sup>th</sup> and June 14<sup>th</sup> meetings**

Payroll Checks	22886 thru 22927	\$ 96,464.92
Claim Checks	28568 thru 28615	\$ 559,896.88

**B. Approval of 8 Park rental applications**

**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 2010-BB**

A RESOLUTION OF THE EATONVILLE TOWN COUNCIL AUTHORIZING THE MAYOR TO PETITION WASHINGTON STATE CONSERVATION COMMISSION FOR INCLUSION OF ADDITIONAL TERRITORY WITHIN THE PIERCE CONSERVATION DISTRICT

**B. RESOLUTION 2010-CC**

A RESOLUTION OF THE EATONVILLE TOWN COUNCIL AUTHORIZING THE MAYOR TO SIGN A PURCHASE AND SALE AGREEMENT WITH WEYERHAEUSER REAL ESTATE DEVELOPMENT COMPANY IN FURTHERANCE OF THE TOWN'S MASHEL RIPARIAN HAVITAT ACQUSITION AND PROTECTION PROJECT

**C. EXECUTIVE SESSION**

EXECUTIVE SESSION TO DISCUSS PERSONNEL MATTERS

**8. COUNCIL MEMBER COMMENTS**

**9. ADJOURNMENT**

**EATONVILLE TOWN COUNCIL  
MINUTES OF REGULAR COUNCIL MEETING**

**TIME:** 7:00 PM

**DATE:** May 24, 2010

**PLACE:** Eatonville Community Center

**CALL TO ORDER**

Mayor Raymond Harper called the meeting of the Eatonville Town Council to order at 7:00p.m.

**ROLL CALL**

Town Clerk Chrystal McGlone called the roll. The following were:

Present: Mayor Raymond Harper, Mayor Pro Tem James Valentine, and Council members; Gordon Bowman, Bobbi Allison, Bob Schaub, and Brenden Pierce

Also Present: Town Clerk Chrystal McGlone, Town Administrator Gary Armstrong, Town Planner Nick Bond, Town Attorney Carol Morris, Treasurer Mike Schaub, Police Chief Lewis and Interim Fire Chief Bud Lucas

**OPENING CEREMONIES**

Mayor Harper led the assembly in reciting the Pledge of Allegiance to the American Flag

The Town Clerk read the Mission Statement for the Town of Eatonville:

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

**APPROVAL OF AGENDA**

Council member Allison moved approval and Council member Schaub seconded. All were in favor.

**COMMENTS FROM CITIZENS**

Janet Dornier and Monty Mahan gave a short presentation on what the benefits are to belonging to the Pierce Conservation District.

Citizen Bob Walter brought forward a letter received from Town Administration denying the additional land for lease and wanted a better explanation.

## CONSENT AGENDA

### A. Minutes from April 26<sup>th</sup> and May 10<sup>th</sup> meetings

a. Payroll checks	22777 thru 22828	\$92,309.16
b. Claim checks	28448 thru 28449	\$14,500.00
c. Claim checks	28450 thru 28498	\$183,525.00

Council member Allison moved approval and Council member Schaub seconded. AIF

### DEPARTMENT HEAD/COUNCIL COMMITTEE/BOARD/COMMISSION REPORT

- a. Committee Reports- Council member Allison advised that PCRC voted to forward Eatonville as number one for the grant funds for Washington Ave to PSRC
- b. Mayor's Report –spoke about the Town Staff's wellness program and new hours for Town Hall would be 8:30am to 5:00pm and closing during lunch from 12pm to 12:30pm. He also gave an update on Multicare project.
- c. Staff Report- Chief Lucas stated he received a list from Civil Service for hiring a firefighter/paramedic. Planner Nick Bond stated 5 out of 9 properties that were sent nuisance letters have cleaned up their properties. Town Administrator gave a brief report on the Water Aquifer Storage, the recent power outage, visitor center progress and the Lagoon Liner project.
- d. Finance Report- Budget position report was enclosed in the Council packet and Treasurers report handed out tonight is through the end of business May 21, 2010

### RESOLUTIONS AND ORDINANCES

#### Ordinance 2010-8

An Ordinance of the Eatonville Town Council formally establishing the Police Department in the Eatonville Municipal Code, setting forth the duties of the Police Chief, creating the position of Deputy Chief, setting forth the duties of Deputy chief, filing the job description with the Town Clerk, and adding a new chapter 2.29 to the Eatonville Municipal Code

Town Clerk Chrystal McGlone read the Ordinance into the record

Council member Pierce moved approval and was seconded by Council member Schaub. AIF

**Ordinance 2010-10**

An Ordinance amending the 2010 Budget of the Town of Eatonville, as adopted by Ordinance No. 2009-20.

Town Clerk Chrystal McGlone read the Ordinance by title into the record

Council member Allison moved approval and Council member Valentine seconded. AIF

**Ordinance 2010-11**

An Ordinance of the Town of Eatonville, Washington, relating to removal of junk vehicles from private property, declaring junk vehicles to be nuisances and unlawful, defining junk vehicles, describing the procedure for issuance of notices of violation to the property owner and owner of the vehicle, hearing, abatement, imposition of civil penalties and collection of penalties, and adding a new chapter 8.09

Town Clerk Chrystal McGlone read the Ordinance by title into the record

Council member Allison moved approval and Council member Valentine seconded.

Council member Valentine moved to hold a public hearing at the second reading on June 9<sup>th</sup> and was seconded by Council member Pierce seconded. AIF

Mayor called for a vote and the ordinance passed with a vote of 4 to 1 with Council member Pierce voting against.

**Resolution 2010-Y**

A Resolution of the Eatonville Town Council authorizing the Mayor to sign a purchase and sale agreement with Ableman Property LLC in furtherance of the Town's Mashel Riparian Habitat Acquisition and Protection Project

Town Clerk Chrystal McGlone read the Resolution by title into the record.

Council member Allison moved approval of Resolution 2010-Y with the additional language added to section 3 and Council member Schaub seconded. AIF

**Resolution 2010-Z**

A Resolution of the Eatonville Town Council authorizing the Mayor to sign an interlocal agreement with Pierce County Fire Protection District 17

Town Clerk Chrystal McGlone read the Resolution by title into the record.

Council member Allison moved to deny the Resolution 2010-Z and Council member Valentine seconded.

Council member Allison stated her concerns about the agreement.

Chief Lucas spoke on the interlocal agreement.

**COUNCIL MEMBER COMMENTS**

**ADJOURNMENT**

Council member Allison moved to adjourn. Council member Schaub seconded the motion. Mayor Harper adjourned the meeting at PM.

\_\_\_\_\_  
Raymond Harper, Mayor

ATTEST:

\_\_\_\_\_  
Chrystal McGlone, Town Clerk

**EATONVILLE TOWN COUNCIL  
MINUTES OF REGULAR COUNCIL MEETING**

**TIME:** 7:00 PM

**DATE:** June 14, 2010

**PLACE:** Eatonville Community Center

**CALL TO ORDER**

Mayor Raymond Harper called the meeting of the Eatonville Town Council to order at 7:00p.m.

**ROLL CALL**

Town Clerk Chrystal McGlone called the roll. The following were:

Present: Mayor Raymond Harper, Mayor Pro Tem Brenden Pierce, and Council members; Gordon Bowman, Bobbi Allison, Bob Schaub, and Jim Valentine

Also Present: Town Clerk Chrystal McGlone, Town Administrator Gary Armstrong, Town Planner Nick Bond on vacation, Treasurer Mike Schaub on vacation, Town Attorney Jeff Taraday, Police Chief Lewis and Interim Fire Chief Bud Lucas

**OPENING CEREMONIES**

Mayor Harper led the assembly in reciting the Pledge of Allegiance to the American Flag

The Town Clerk read the Mission Statement for the Town of Eatonville:

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

**APPROVAL OF AGENDA**

Council member Allison moved approval and Council member Bowman seconded. All were in favor.

**COMMENTS FROM CITIZENS**

*Stephen Cossalman residing at 218 Orchard Avenue South felt he was charged twice for a business license when he applied for a fireworks stand license.*

*Town Clerk McGlone explained the process of obtaining a fireworks permit for a fireworks stand and the charge. She advised when the time comes around again the*

*process will be explained thoroughly and seen that they are not charged twice for a business license.*

*Bob Walter residing at 120 Antonie Avenue North expressed his disappointment in the Administration not granting the Historical Society the additional land requested to lease.*

### **CONSENT AGENDA**

a. Payroll checks	22829 thru 22885	\$100,615.61
b. Claim checks	28499 thru 28503	\$61,870.78
b. Claim checks	28505 thru 28567	\$121,684.01

Council member Allison moved approval and Council member Schaub seconded. AIF

### **DEPARTMENT HEAD/COUNCIL COMMITTEE/BOARD/COMMISSION REPORT**

- a. Fire/Ems Report- May's Report is on file with the Town Clerk. New paramedic/firefighter will start June 21<sup>st</sup>.
- b. Police Report- May's monthly report is on file with the Town Clerk.
- c. Public Works Report- May's reports are on file with the Town Clerk.
- d. Youth Connection Report- May's monthly report is on file with the Town Clerk
- e. Committee Reports-None
- f. Mayor's Report-
- g. Staff Reports- Mr. Armstrong stated the Town Square is almost finalized and a punch list has been given to the contractor. Gray and Osbourne has been selected from our Consultant Roster for the Sewer Lagoon Liner Project. The contractor for Nevitt came back and thatched and aerated Nevitt Park. The Second Feeder project is making great progress.
- h. Treasurer's Report-handout current through end of business June 11, 2010.

### **RESOLUTIONS AND ORDINANCES**

#### **Ordinance 2010-8**

An Ordinance of the Eatonville Town Council, formally establishing the Police Department in the Eatonville Municipal Code, setting forth the duties of the Police Chief, creating the position of Deputy Chief, setting forth the duties of Deputy chief, filing the job description with the Town Clerk, and adding a new chapter 2.29 to the Eatonville Municipal Code

**Second reading**

Town Clerk Chrystal McGlone read the Ordinance by title into the record

Council member Allison moved approval and Council member Bowman seconded.

Council member Valentine moved to add to the minimum qualifications section of both the deputy chief and chief job descriptions "Associates Degree or Equivalency" and strike "High School diploma or GED." Council member Pierce seconded the amendment and all were in favor.

The Council moved to approve the Ordinance as amended.

**Ordinance 2010-10**

An Ordinance amending the 2010 Budget of the Town of Eatonville, as adopted by Ordinance No. 2009-20.

**Second reading**

Town Clerk Chrystal McGlone read the Ordinance by title into the record

Council member Allison moved approval and Council member Valentine seconded. AIF

**Ordinance 2010-11**

An Ordinance of the Town of Eatonville, Washington, relating to removal of junk vehicles from private property, declaring junk vehicles to be nuisances and unlawful, defining junk vehicles, describing the procedure for issuance of notices of violation to the property owner and owner of the vehicle, hearing, abatement, imposition of civil penalties and collection of penalties, and adding a new chapter 8.09

**Second reading-Public Hearing**

Town Clerk Chrystal McGlone read the Ordinance by title into the record

Council member Allison moved approval and Council member Valentine seconded.

Mayor Harper opened the Public Hearing and asked for speakers.

Mr. Bryan Workman residing at 421 Jet Court asked for this ordinance to be explained. He also expressed his concerns on how this would be enforced.

Mayor Harper closed the Public Hearing and asked for Council member comments.

Council member moved to amend by striking A #1 under 8.09.020 and under "B" striking "Town Administrator" and replace with "Mayor". Council member Pierce seconded and all were in favor.

Council member Bowman moved to amend by striking “reasonably” in section A under 8.09.060 and adding “has probable cause” and was seconded by Council member Allison. AIF

Council member Allison moved to amend B #1 under 8.09.060 by striking “citation” and adding “notice of violation”. This was seconded by Council member Bowman and all were in favor.

Council member Pierce moved to amend B #6 under 8.09.060 by adding “which shall be less than 60 days.” Council member Allison seconded. All were in favor.

Council member Pierce moved to amend section 8.09.030 by adding section D. to state “an exemption from the application from this ordinance for an Individual’s personal vehicle restoration of up to two vehicles on property is appropriate because such use is reasonably associated with the primary use of property.” Council member Valentine seconded and all were in favor.

Mayor Harper called for a vote on the Ordinance as amended and all were in favor.

**Proclamation**

A Proclamation of the Town of Eatonville, Washington proclaiming July 10<sup>th</sup> thru the 11<sup>th</sup> of 2010 as “Relay for Life Days”.

Town Clerk Chrystal McGlone read the Proclamation by title into the record

Council member Schaub moved approval and Council member Valentine seconded. AIF

**Resolution 2010-AA**

A Resolution of the Eatonville Town Council authorizing the Mayor to sign a Conservation Easement with the Nisqually Land Trust in furtherance of the Town’s Mashel Riparian Habitat Acquisition and Protection Project

Town Clerk Chrystal McGlone read the Resolution by title into the record

Council member Allison moved approval and Council member Valentine seconded. AIF

**Council member Allison moved to have Council member comments before the Executive Session. Council member Valentine seconded and all were in favor.**

**COUNCIL MEMBER COMMENTS**

*Council member Valentine asked where we were with the Comcast Agreement. Mr. Armstrong advised that Attorney Carol Morris had it and was working with Comcast.*

*Council member Valentine thanked the Fire Department for getting heat to the animal shelter.*

*Council member Allison asked for a written scope of what the Chambers' duties at the Visitor Center. She also commented that the flower beds at Nevitt needed to be weeded.*

*The Mayor responded that the summer help started today and Nevitt was mowed and weeded.*

### **ADJOURNMENT**

Council member Allison moved to continue until the June 24, 2010 meeting. Council member Schaub seconded the motion. Mayor Harper adjourned the meeting at 9:30 PM.

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Raymond Harper, Mayor

ATTEST:

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Chrystal McGlone, Town Clerk

# TRANSACTION JOURNAL

Town Of Eatonville  
MCAG #: 0578

Time: 16:10:14 Date: 06/23/2010  
Page: 1

Trans Date	Redeemed	Acct #	Chk #	Type	Receipt # InterFund #	Vendor	Amount	Memo
2619	06/16/2010	631	28568	Claims		Clements Bros Inc And Town Of Eatonv	2,164.71	Retainage #8
	595 42 62 01	ARRA Downtown Plaz	101 Streets				2,164.71	Retainage Town Center Construction Estimate #8
Acct Pay#	8366	Amount	PO's Paid				2,164.71	
2620	06/16/2010	631	28569	Claims		Clements Brothers, Inc	41,129.56	
	595 42 62 01	ARRA Downtown Plaz	101 Streets				41,129.56	Town Center Construction
Acct Pay#	8365	Amount	PO's Paid				41,129.56	
2663	06/28/2010	631	28570	Claims		Advanced Electric & Security, Inc	3,457.00	
	576 80 48 00	Parks Repairs & Maint	001 Current Expense				1,000.00	Glacier Pk & Town Center Bathroom Electronic Locks
	595 42 62 01	ARRA Downtown Plaz	101 Streets				2,457.00	Glacier Pk & Town Center Bathroom Electronic Locks
Acct Pay#	8374	Amount	PO's Paid				3,457.00	
2664	06/28/2010	631	28571	Claims		Airgas Norpac	110.71	
	526 20 31 00	Ems Operating Supplie	001 Current Expense				110.71	Oxygen
Acct Pay#	8369	Amount	PO's Paid				110.71	
2665	06/28/2010	631	28572	Claims		Aqua-Aerobic System	14,617.68	
	594 35 63 01	Lagoon Improvements/	411 Sewer				14,617.68	Aqua Lagoon Aerators
Acct Pay#	8375	Amount	PO's Paid				14,617.68	
2666	06/28/2010	631	28573	Claims		William Atkins	87.50	
	576 80 49 00	Parks Miscellaneous	001 Current Expense				87.50	Atkins Mileage 6/9/10 To 6/18/10 Driving Own Vehicle
Acct Pay#	8377	Amount	PO's Paid				87.50	

# TRANSACTION JOURNAL

Town Of Eatonville  
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Trans Date	Redeemed	Acct #	Chk #	Type	Receipt #	InterFund #	Vendor	Amount	Memo
<b>2667</b>	<b>06/28/2010</b>	<b>631</b>	<b>28574</b>	<b>Claims</b>			<b>Board For Voulnteer Firefighters</b>	<b>150.00</b>	
	522 20 20 00	Fire Control Personnel	001	Current Expense			Bauer, Bechtel, Gregersen, Riley, Salinas Firefighter Pension	150.00	
Acct Pay#		Amount	PO's Paid						
	8381	150.00							
<b>2668</b>	<b>06/28/2010</b>	<b>631</b>	<b>28575</b>	<b>Claims</b>			<b>Bonneville Power Admin</b>	<b>58,488.00</b>	
	533 60 33 00	Power Purchased To R	401	Electric			Transmission Statement	11,732.00	
	533 60 33 00	Power Purchased To R	401	Electric			Power Purchased For Resale	46,756.00	
Acct Pay#		Amount	PO's Paid						
	8378	11,732.00							
	8379	46,756.00							
<b>2669</b>	<b>06/28/2010</b>	<b>631</b>	<b>28576</b>	<b>Claims</b>			<b>Brown &amp; Kysar Inc</b>	<b>4,101.50</b>	
	594 33 61 00	2nd Feeder Project Gra	401	Electric			2nd Substation Feeder	4,101.50	
Acct Pay#		Amount	PO's Paid						
	8380	4,101.50							
<b>2670</b>	<b>06/28/2010</b>	<b>631</b>	<b>28577</b>	<b>Claims</b>			<b>Canon Financial Services</b>	<b>105.41</b>	
	521 20 45 00	Law Enforcement Leas	001	Current Expense			Copier Contract	105.41	
Acct Pay#		Amount	PO's Paid						
	8364	105.41							
<b>2671</b>	<b>06/28/2010</b>	<b>631</b>	<b>28578</b>	<b>Claims</b>			<b>Cascade Columbia Distribution Co</b>	<b>2,393.98</b>	
	534 10 31 00	Water Operating Suppl	410	Water			Citric Acid, Phosphoric Acid, Soda Ash	2,393.98	
Acct Pay#		Amount	PO's Paid						
	8382	2,393.98							
<b>2672</b>	<b>06/28/2010</b>	<b>631</b>	<b>28579</b>	<b>Claims</b>			<b>Cecil E Snodgrass MD INC PS</b>	<b>1,500.00</b>	
	526 20 41 00	Ems Professional Servi	001	Current Expense			Medical Director Fees	1,500.00	
Acct Pay#		Amount	PO's Paid						
	8368	1,500.00							
<b>2673</b>	<b>06/28/2010</b>	<b>631</b>	<b>28580</b>	<b>Claims</b>			<b>Department Of Commerce</b>	<b>212,215.33</b>	

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Trans Date	Redeemed	Acct #	Chk #	Type	Receipt # InterFund #	Vendor	Amount	Memo
591 34 70 00	PW 5-95-791-007	Prin 410	Water				7,989.09	Principal Pmt, Water Storage Pond & Chlorine System Upgrade
591 34 70 01	PW 98-791-020	Prin 410	Water				14,078.95	Water Loop Construction Loan, Principal
591 34 70 02	PW 91-280-021	Prin 410	Water				6,924.81	Water Project, Principal Payment
591 34 70 03	PW 02-691-018	Prin 410	Water				24,515.17	Hilltop Zone Reservoir Payment, Principal
591 34 70 04	PW 01-691-023	Prin 410	Water				62,322.28	Principal Payment, New Water Source Water Supply
591 34 70 06	PW 05-691-014	Prin 410	Water				40,375.00	Principal Payment, Installation Of Alternative Filtration Plant
591 35 70 03	PW 001-691-020	Prin 411	Sewer				39,473.69	WWTP & Sewer Improvements, Principal Payment
592 34 80 00	PW 98-791-020	Interes 410	Water				2,534.21	Water Loop Construction Loan, Interest
592 34 80 01	PW 5-95-791-007	Inter 410	Water				958.69	Interest Pmt, Water Storage Pond & Chlorine System Upgrade
592 34 80 02	PW 91-280-021	Interes 410	Water				138.50	Water Project, Interest Payment
592 34 80 03	PW 02-691-018	Interes 410	Water				3,739.34	Interest Payment, New Water Source Water Supply
592 34 80 03	PW 02-691-018	Interes 410	Water				1,593.49	Hilltop Zone Reservoir Payment, Interest
592 34 80 06	PW 05-691-014	Interes 410	Water				3,230.00	Interest Payment, Installation Of Alternative Filtration Plant
592 35 80 03	PW 00-691-020	Interes 411	Sewer				4,342.11	WWTP & Sewer Improvements, Interest Payment
Acct Pay#							Amount	PO's Paid
8398							16,613.16	
8399							66,061.62	
8400							26,108.66	
8401							43,605.00	
8402							8,947.78	
8403							43,815.80	
8404							7,063.31	
2674	06/28/2010	631	28581	Claims		Dispatch	2,462.50	
511 30 44 00	Council Advertising	001	Current Expense				95.00	Ord 2010-7 Council Packet Distribution Time
522 20 42 00	Fire Control Communi	001	Current Expense				158.75	Ord 2010-5 Volunteer FF Point System
558 60 42 00	Planning Communicati	001	Current Expense				87.50	Ord 2010-2 Koch Donation \$50,000
558 60 42 00	Planning Communicati	001	Current Expense				98.75	Ord 2010-6 Rails To Trails Donation \$221,607
558 60 42 00	Planning Communicati	001	Current Expense				2,022.50	Ord 2010-3 SEPA

# TRANSACTION JOURNAL

Town Of Eatonville  
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Trans Date	Redeemed	Acct #	Chk #	Type	InterFund #	Vendor	Amount	Memo															
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Acct Pay#	8383	Amount	PO's Paid																				
		2,462.50																					
<b>2675</b>	<b>06/28/2010</b>		<b>631</b>	<b>28582</b>	<b>Claims</b>	<b>Eatonville (Petty Cash)</b>	<b>385.50</b>																
	514 23 31 00	Finance Operating Sup	001	Current Expense			34.95	Car Charger, Air Freshner, Office Supplies															
	514 23 42 00	Finance Communicatio	001	Current Expense			4.50	Postage															
	514 23 49 00	Finance Miscellaneous	001	Current Expense			10.50	Doll Mileage															
	514 23 49 00	Finance Miscellaneous	001	Current Expense			20.00	April, June Chamber Meetings															
	521 20 31 00	Law Enforcement Oper	001	Current Expense			21.89	Armstrong															
	521 20 42 00	Law Enforcement Com	001	Current Expense			8.80	Evidence Bags															
	521 20 48 00	Law Enforce Repairs &	001	Current Expense			20.46	Postage, Pd															
	521 40 43 00	Law Enforcement Train	001	Current Expense			98.46	Wiper Blades															
	521 40 43 00	Law Enforcement Train	001	Current Expense			56.00	Funley Training, Meals, Mileage															
	522 20 42 00	Fire Control Communi	001	Current Expense			5.34	Anderson, Meals Training															
	558 40 43 00	Planning Training	001	Current Expense			101.00	Fire Dept Postage															
	576 80 31 00	Parks Operating Suppli	001	Current Expense			3.60	Murphy Training															
								Town Dedication Supplies															
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">Acct Pay#</td> <td style="width: 10%;">8437</td> <td style="width: 10%;">Amount</td> <td style="width: 10%;">PO's Paid</td> <td colspan="4"></td> </tr> <tr> <td></td> <td></td> <td style="text-align: right;">385.50</td> <td></td> <td colspan="4"></td> </tr> </table>							Acct Pay#	8437	Amount	PO's Paid							385.50						
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<b>2676</b>	<b>06/28/2010</b>		<b>631</b>	<b>28583</b>	<b>Claims</b>	<b>Eatonville - Utilities</b>	<b>10,267.16</b>																
	518 78 47 00	Town Hall Utility Serv	001	Current Expense			839.49	Utility Service															
	533 80 47 00	Electric Utility Service	401	Electric			1,193.99	Utility Service															
	534 80 47 01	Water Utility Services	410	Water			2,195.49	Utility Service															
	535 80 47 00	Sewer Utility Services	411	Sewer			3,868.76	Utility Service															
	536 50 47 00	Cemetery Utility Servit	001	Current Expense			89.15	Utility Service															
	539 30 41 00	Animal Control Profes	001	Current Expense			6.54	Utility Service															
	542 30 47 00	Streets Utility Services	101	Streets			348.57	Utility Service															
	575 50 47 00	Comm Center Utility S	001	Current Expense			942.09	Utility Service															
	576 80 47 00	Parks Utility Services	001	Current Expense			783.08	Utility Service															
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		10,267.16																					
<b>2677</b>	<b>06/28/2010</b>		<b>631</b>	<b>28584</b>	<b>Claims</b>	<b>Emergency Reporting</b>	<b>481.87</b>																
	522 20 31 00	Fire Control Operating	001	Current Expense			240.93	3rd Qtr Full ERS Package															
	526 20 31 00	Ems Operating Supplie	001	Current Expense			240.94	3rd Qtr Full ERS Package															

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8371	481.87			PO's Paid				
<b>2678</b>	<b>06/28/2010</b>	<b>631</b>	<b>28585</b>	<b>Claims</b>		<b>Evergreen Rural Water Of Washington</b>	<b>135.00</b>	
	534 40 43 00		410	Water			135.00	M. Tiller Fall Conference
8385	135.00			PO's Paid				
<b>2679</b>	<b>06/28/2010</b>	<b>631</b>	<b>28586</b>	<b>Claims</b>		<b>Johnson &amp; Reeder, P. Faubion</b>	<b>500.00</b>	
	512 50 41 00		001	Court Professional Ser			500.00	Judge Service
8388	500.00			PO's Paid				
<b>2680</b>	<b>06/28/2010</b>	<b>631</b>	<b>28587</b>	<b>Claims</b>		<b>City Of Fife</b>	<b>2,534.24</b>	<b>5653; 5663</b>
	521 20 51 00		001	Law Enforcement Inter			2,384.24	May Dispatching Service
	523 60 51 00		001	Care/Custody Of Prison			150.00	May Jail Services
8386	2,384.24			PO's Paid				
8387	150.00			PO's Paid				
<b>2681</b>	<b>06/28/2010</b>	<b>631</b>	<b>28588</b>	<b>Claims</b>		<b>Gary Armstrong</b>	<b>309.50</b>	
	514 40 43 00		001	Finance Training			278.50	TCC Lunch, Labor Relations Yakima
	533 40 43 00		401	Electric Training			31.00	Meals Mileage PCCPA Meeting Mileage
8389	309.50			PO's Paid				
<b>2682</b>	<b>06/28/2010</b>	<b>631</b>	<b>28589</b>	<b>Claims</b>		<b>General Pacific Inc.</b>	<b>1,164.36</b>	<b>1112961</b>
	533 80 34 00		401	Electric Inventory Purc			1,164.36	Transformer Cover, Ground Lug, Locks, Ground Rod Clamps, Tape
8390	1,164.36			PO's Paid				
<b>2683</b>	<b>06/28/2010</b>	<b>631</b>	<b>28590</b>	<b>Claims</b>		<b>Key Bank</b>	<b>1,905.98</b>	
	521 20 31 00		001	Law Enforcement Oper			8.70	Connector

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521 20 31 00	Law Enforcement Oper	001		Current Expense				14.57	Key
521 20 48 00	Law Enforce Repairs &	001		Current Expense				871.75	Repairs Veh 07
521 20 49 00	Law Enforcement Misc	001		Current Expense				385.83	Locks
533 10 31 00	Electric Operating Sup.	401		Electric				445.13	Computer Software
535 10 31 00	Sewer Office/operatng	411		Sewer				180.00	Computer Software
Acct Pay# Amount PO's Paid									
8391								1,905.98	
<b>2684</b>	<b>06/28/2010</b>	<b>631</b>	<b>28591</b>	<b>Claims</b>			<b>Lynch Creek Quarry</b>	<b>679.40</b>	<b>77119; 77192</b>
522 50 48 00	Fire Control Repairs &	001		Current Expense				352.70	Replace Gravel Washed Away During Hydrant Flushing
533 10 31 00	Electric Operating Sup.	401		Electric				326.70	Gravel Yard
Acct Pay# Amount PO's Paid									
8392								326.70	
8393								352.70	
<b>2685</b>	<b>06/28/2010</b>	<b>631</b>	<b>28592</b>	<b>Claims</b>			<b>Kerri Murphy</b>	<b>152.00</b>	
533 40 43 00	Electric Training	401		Electric				38.00	Mileage, UW Classes
534 40 43 00	Water Training	410		Water				38.00	Mileage, UW Classes
535 40 43 00	Sewer Training	411		Sewer				38.00	Mileage, UW Classes
538 40 43 00	Storm Training	450		Storm Drain				38.00	Mileage, UW Classes
Acct Pay# Amount PO's Paid									
8397								152.00	
<b>2686</b>	<b>06/28/2010</b>	<b>631</b>	<b>28593</b>	<b>Claims</b>			<b>Nisqually Police Dept</b>	<b>1,820.00</b>	
523 60 51 00	Care/Custody Of Priso	001		Current Expense				1,820.00	Incarceration Fees
Acct Pay# Amount PO's Paid									
8396								1,820.00	
<b>2687</b>	<b>06/28/2010</b>	<b>631</b>	<b>28594</b>	<b>Claims</b>			<b>Northwest Cascade</b>	<b>292.40</b>	
576 80 41 00	Parks Professional Serv	001		Current Expense				292.40	Sanican Rental Smallwood Park
Acct Pay# Amount PO's Paid									
8395								292.40	
<b>2688</b>	<b>06/28/2010</b>	<b>631</b>	<b>28595</b>	<b>Claims</b>			<b>Nybo Redi Mix Concrete</b>	<b>1,980.00</b>	

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542 61 48 00	Sidewalk Repairs And		101	Streets			1,980.00	Sidewalk Poured Around Flag Pole @ Nevitt
8394		Amount PO's Paid					1,980.00	
<b>2689</b>	<b>06/28/2010</b>	<b>631</b>	<b>28596</b>	<b>Claims</b>		<b>Pierce Co Budget Finance</b>	<b>1,241.00</b>	
523 60 51 00	Care/Custody Of Prison	001	Current Expense				1,241.00	May 2010 Jail Housing
8407		Amount PO's Paid					1,241.00	
<b>2690</b>	<b>06/28/2010</b>	<b>631</b>	<b>28597</b>	<b>Claims</b>		<b>Pitney Bowes Purchase Power</b>	<b>618.99</b>	
512 50 42 00	Court Communications	001	Current Expense				55.71	Postage
514 23 42 00	Finance Communicatio	001	Current Expense				55.71	Postage
521 20 42 00	Law Enforcement Com	001	Current Expense				55.71	Postage
522 20 42 00	Fire Control Communi	001	Current Expense				55.71	Postage
526 20 42 00	Ems Communications	001	Current Expense				55.71	Postage
533 10 42 00	Electric Communicatio	401	Electric				61.90	Postage
534 10 42 00	Water Communication:	410	Water				55.71	Postage
535 80 42 00	Sewer Communication:	411	Sewer				55.71	Postage
537 80 42 00	Refuse Communicator	460	Refuse Fund				55.71	Postage
558 60 42 00	Planning Communicati.	001	Current Expense				55.71	Postage
559 60 42 00	Building Code Commu	001	Current Expense				55.70	Postage
8405		Amount PO's Paid					618.99	
<b>2691</b>	<b>06/28/2010</b>	<b>631</b>	<b>28598</b>	<b>Claims</b>		<b>Quality Controls Corporation</b>	<b>3,892.66</b>	<b>P1284-I</b>
594 35 63 03	Sewer Other Improver	411	Sewer				3,892.66	WWTP SCADA System Software Package & Programming
8409		Amount PO's Paid					3,892.66	
<b>2692</b>	<b>06/28/2010</b>	<b>631</b>	<b>28599</b>	<b>Claims</b>		<b>Quickprint</b>	<b>172.84</b>	<b>29417</b>
512 50 31 00	Court Operating Suppli	001	Current Expense				172.84	Court Order Forms
8408		Amount PO's Paid					172.84	

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<b>2693</b>	<b>06/28/2010</b>	<b>631</b>	<b>28600</b>	<b>Claims</b>			<b>Quill Corp</b>	<b>546.36</b>	<b>6076015; 6076025</b>
	512 50 31 00	Court Operating Suppli	001	Current Expense				17.54	File Folder Labels
	514 23 31 00	Finance Operating Sup	001	Current Expense				247.08	Toner Cartridges, Dvd Rw, Office Supplies
	514 23 31 00	Finance Operating Sup	001	Current Expense				153.70	Office Supplies
	514 23 31 00	Finance Operating Sup	001	Current Expense				128.04	Laser Toner
Acct Pay#		Amount	PO's Paid						
	8406	247.08							
	8410	171.24							
	8411	128.04							
<b>2694</b>	<b>06/28/2010</b>	<b>631</b>	<b>28601</b>	<b>Claims</b>			<b>Qwest</b>	<b>152.93</b>	
	521 20 42 00	Law Enforcement Com	001	Current Expense				152.93	Radio Circuit
Acct Pay#		Amount	PO's Paid						
	8412	152.93							
<b>2695</b>	<b>06/28/2010</b>	<b>631</b>	<b>28602</b>	<b>Claims</b>			<b>Raimier Connect</b>	<b>590.93</b>	
	521 20 42 00	Law Enforcement Com	001	Current Expense				590.93	Repeater Line
Acct Pay#		Amount	PO's Paid						
	8413	590.93							
<b>2696</b>	<b>06/28/2010</b>	<b>631</b>	<b>28603</b>	<b>Claims</b>			<b>Sefuco Communication</b>	<b>167,090.00</b>	<b>2010-3018</b>
	594 33 61 00	2nd Feeder Project Gra	401	Electric				167,090.00	SR 161 Conduit Installation For 2nd Feeder
Acct Pay#		Amount	PO's Paid						
	8421	167,090.00							
<b>2697</b>	<b>06/28/2010</b>	<b>631</b>	<b>28604</b>	<b>Claims</b>			<b>Sharp Electronics Corporation</b>	<b>271.62</b>	<b>6745589860</b>
	526 20 31 00	Ems Operating Supplie	001	Current Expense				271.62	Copier Contract
Acct Pay#		Amount	PO's Paid						
	8416	271.62							
<b>2698</b>	<b>06/28/2010</b>	<b>631</b>	<b>28605</b>	<b>Claims</b>			<b>Shell Fleet Processing Center</b>	<b>400.50</b>	
	521 20 32 00	Law Enforcement Fuel	001	Current Expense				400.50	Fuel
Acct Pay#		Amount	PO's Paid						

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Acct Pay#	8414	Amount	400.50	PO's Paid				
<b>2699</b>	<b>06/28/2010</b>	<b>631</b>	<b>28606</b>	<b>Claims</b>	<b>Sprint</b>			<b>573.86 365818817-031</b>
	521 20 42 00	Law Enforcement Com	001	Current Expense				573.86 Mdt Air Cards
Acct Pay#	8373	Amount	573.86	PO's Paid				
<b>2700</b>	<b>06/28/2010</b>	<b>631</b>	<b>28607</b>	<b>Claims</b>	<b>Stericycle</b>			<b>31.20 3000958505</b>
	526 20 31 00	Ems Operating Supplie	001	Current Expense				31.20 Haz Waste Disposal
Acct Pay#	8367	Amount	31.20	PO's Paid				
<b>2701</b>	<b>06/28/2010</b>	<b>631</b>	<b>28608</b>	<b>Claims</b>	<b>System Design West, LLC</b>			<b>481.08</b>
	522 20 42 00	Fire Control Communic	001	Current Expense				41.08 Ambulance Billing Services
	526 20 41 00	Ems Professional Servi	001	Current Expense				440.00 Ambulance Billing Services
Acct Pay#	8372	Amount	481.08	PO's Paid				
<b>2702</b>	<b>06/28/2010</b>	<b>631</b>	<b>28609</b>	<b>Claims</b>	<b>Systems For Public Safety</b>			<b>82.19 14224</b>
	521 20 48 00	Law Enforce Repairs &	001	Current Expense				82.19 Install Radar System, Veh 06
Acct Pay#	8415	Amount	82.19	PO's Paid				
<b>2703</b>	<b>06/28/2010</b>	<b>631</b>	<b>28610</b>	<b>Claims</b>	<b>US Bank</b>			<b>11,271.88</b>
	514 23 31 00	Finance Operating Sup	001	Current Expense				<b>T. Pine; C. Dargan; G. Armstrong; K. Linnemeyer; S. Dudley; D. Habeck; B. Lucas; T. Lincoln; T. Moore; N. Sundita; B. Albaitis; B. Atkins; C. McGlone; M. Tiller; S. Mckasson</b>
	514 23 31 00	Finance Operating Sup	001	Current Expense				<b>29.95 Winzip Program</b>
	514 23 31 00	Finance Operating Sup	001	Current Expense				<b>1,231.01 07 Office Pro, Blue Ants,</b>
	514 40 43 00	Finance Training	001	Current Expense				<b>300.00 Valentine AWC Conference,</b>
	518 78 31 00	Town Hall Operating S	001	Current Expense				<b>116.43 Lodging AWC Training, Linnemeyer</b>
								<b>99.42 Th Baskets, Town Sq Dedication</b>
								<b>Supplies</b>
								<b>371.94 Key Pad Entry Lever Door Locks</b>

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521 20 31 00	Law Enforcement Oper		001	Current Expense			428.16	Blue Ants
522 20 31 00	Fire Control Operating		001	Current Expense			5.85	Bindcombs
522 20 31 00	Fire Control Operating		001	Current Expense			314.18	Op Supply Fire
522 20 31 00	Fire Control Operating		001	Current Expense			399.85	Foam Concentrate, Batteries,
522 20 35 00	Fire Control Minor Tool		001	Current Expense			232.42	Adapter
522 50 48 00	Fire Control Repairs &		001	Current Expense			389.15	Brakes
526 20 31 00	Ems Operating Supplie		001	Current Expense			1,640.93	Op Supply
526 20 31 00	Ems Operating Supplie		001	Current Expense			1.21	Fasteners
526 50 48 00	Ems Repairs & Mainte		001	Current Expense			511.90	Brakes
533 10 31 00	Electric Operating Sup		401	Electric			38.89	Diode, Heatsink
533 10 31 00	Electric Operating Sup		401	Electric			272.77	Sheet Metal Screws, Blue Tooth,
								Inverters
533 10 31 00	Electric Operating Sup		401	Electric			53.67	Glove, Safety Glasses, Hillman Fasteners
533 10 42 00	Electric Communicatio		401	Electric			11.35	Shipping
533 40 43 00	Electric Training		401	Electric			625.00	Sundita Training
534 10 31 00	Water Operating Suppl		410	Water			27.17	Keys, Key Rings, Cable Clamps, Shop
								Towels
534 10 31 00	Water Operating Suppl		410	Water			516.41	Duplexor, Solar Salt
534 10 31 00	Water Operating Suppl		410	Water			204.95	Apc Replacement Battery
534 80 20 00	Water Operations Bene		410	Water			151.02	Office Pro
535 10 31 00	Sewer Office/operating		411	Sewer			98.02	Hillman Fasteners
535 10 31 00	Sewer Office/operating		411	Sewer			564.17	Lab Supplies, Hillman Fasteners,
535 40 43 00	Sewer Training		411	Sewer			290.70	Lodging, Mckasson
535 80 35 00	Sewer Tools & Minor J		411	Sewer			91.54	Blow Gun, Fiber Blades For Saw
542 30 31 00	Streets Operating Supp		101	Streets			10.33	Tee-galv, Plug Sq Head, Clear Vinyl
558 40 43 00	Planning Training		001	Current Expense			196.52	Lodging, Downtown Revital Training
558 40 43 00	Planning Training		001	Current Expense			116.44	Lodging AWC Training, Murphy
558 60 31 00	Planning Operating Sup		001	Current Expense			172.72	Blue Ants
559 60 31 00	Building Code Operati		001	Current Expense			51.74	Nail Set, Chisels, Wood Chisel, Key Set,
								Hex Set
559 60 31 00	Building Code Operati		001	Current Expense			71.36	Blue Ants
576 80 31 00	Parks Operating Suppli		001	Current Expense			15.90	Oil, Hillman Fasteners,screw, Beld, Air
								Freshner,
576 80 31 00	Parks Operating Suppli		001	Current Expense			59.13	Plants For Planters @ Town Square
576 80 31 00	Parks Operating Suppli		001	Current Expense			31.39	Simple Green, Rags, Glass Scrpr
576 80 31 00	Parks Operating Suppli		001	Current Expense			22.56	Concrete Redi Mix
576 80 48 00	Parks Repairs & Maint		001	Current Expense			32.55	Belt, Cleaner, Spark Plug
576 80 48 00	Parks Repairs & Maint		001	Current Expense			10.75	Screws, Thrd Lock, Grasshopper Repairs
576 80 48 00	Parks Repairs & Maint		001	Current Expense			202.76	Grasshopper Parts, Quick Drop
594 22 64 00	Fire Control Machinery		001	Current Expense			12.94	Fire Logo
594 22 64 00	Fire Control Machinery		001	Current Expense			369.46	911 Outdoor Phone, Diamond Wire
594 22 64 00	Fire Control Machinery		001	Current Expense			877.27	Items For Remodel

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<hr/>									
Acct Pay#	Amount	PO's Paid							
8422	48.45								
8423	401.89								
8424	196.52								
8425	292.00								
8426	1,659.72								
8427	1,345.31								
8428	1,789.02								
8429	51.74								
8430	11.35								
8431	272.77								
8432	64.42								
8433	156.58								
8434	3,078.69								
8435	719.17								
8436	1,184.25								
<hr/>									
<b>2704</b>	<b>06/28/2010</b>	<b>631</b>	<b>28611</b>	<b>Claims</b>		<b>Verizon Wireless</b>		<b>72.28</b>	<b>0875704350</b>
	522 20 42 00	Fire Control Communi	001	Current Expense				72.28	Fire Dept Cell Phones
Acct Pay#	Amount	PO's Paid							
8370	72.28								
<hr/>									
<b>2705</b>	<b>06/28/2010</b>	<b>631</b>	<b>28612</b>	<b>Claims</b>		<b>WA Dept Ecology Hwf</b>		<b>46.00</b>	
	535 10 49 00	Sewer Miscellaneous	411	Sewer				46.00	2009 Haz Waste Generation Fee
Acct Pay#	Amount	PO's Paid							
8417	46.00								
<hr/>									
<b>2706</b>	<b>06/28/2010</b>	<b>631</b>	<b>28613</b>	<b>Claims</b>		<b>WA Dept Of Transportation</b>		<b>479.31</b>	
	542 30 41 00	Streets Professional Sv	101	Streets				479.31	Sr 161 Review & Inspection
Acct Pay#	Amount	PO's Paid							
8419	479.31								
<hr/>									
<b>2707</b>	<b>06/28/2010</b>	<b>631</b>	<b>28614</b>	<b>Claims</b>		<b>WH Pacific, Inc</b>		<b>5,977.96</b>	<b>34776-02</b>
	595 42 62 01	ARRA Downtown Plaz	101	Streets				5,977.96	Mashell Ave Right Of Way Verification, Technical Review
Acct Pay#	Amount	PO's Paid							
8420	5,977.96								

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2708 06/28/2010		631	28615	Claims		Water Management Lab Inc	312.00	
				535 80 41 00 Sewer Professional Ser	411 Sewer		312.00	Testing

Acct Pay#	Amount	PO's Paid
8418	312.00	

Adjustments:

Beginning Balance:	0.00
Revenues:	0.00
Warrant Expenditures:	559,896.88
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 Prmts
001 Current Expense	0.00	0.00	0.00	29,325.17	0.00	0.00	0.00	0.00
101 Streets	0.00	0.00	0.00	54,547.44	0.00	0.00	0.00	0.00
401 Electric	0.00	0.00	0.00	233,942.26	0.00	0.00	0.00	0.00
410 Water	0.00	0.00	0.00	174,117.26	0.00	0.00	0.00	0.00
411 Sewer	0.00	0.00	0.00	67,871.04	0.00	0.00	0.00	0.00
450 Storm Drain	0.00	0.00	0.00	38.00	0.00	0.00	0.00	0.00
460 Refuse Fund	0.00	0.00	0.00	55.71	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	559,896.88	0.00	0.00	0.00	0.00

# CHECK REGISTER

Town Of Eatonville  
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06/01/2010 To: 06/30/2010

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2619	06/16/2010	Claims	631	28568	Clements Bros Inc And Town Of Eatonville	2,164.71	Retainage #8
2620	06/16/2010	Claims	631	28569	Clements Brothers, Inc	41,129.56	8
2663	06/28/2010	Claims	631	28570	Advanced Electric & Security, Inc	3,457.00	
2664	06/28/2010	Claims	631	28571	Airgas Norpac	110.71	101556371
2665	06/28/2010	Claims	631	28572	Aqua-Aerobic System	14,617.68	982365
2666	06/28/2010	Claims	631	28573	William Atkins	87.50	
2667	06/28/2010	Claims	631	28574	Board For Voulnteer Firefighters	150.00	
2668	06/28/2010	Claims	631	28575	Bonneville Power Admin	58,488.00	
2669	06/28/2010	Claims	631	28576	Brown & Kysar Inc	4,101.50	
2670	06/28/2010	Claims	631	28577	Canon Financial Services	105.41	
2671	06/28/2010	Claims	631	28578	Cascade Columbia Distribution Co	2,393.98	
2672	06/28/2010	Claims	631	28579	Cecil E Snodgrass MD INC PS	1,500.00	
2673	06/28/2010	Claims	631	28580	Department Of Commerce	212,215.33	
2674	06/28/2010	Claims	631	28581	Dispatch	2,462.50	
2675	06/28/2010	Claims	631	28582	Eatonville (Petty Cash)	385.50	
2676	06/28/2010	Claims	631	28583	Eatonville - Utilities	10,267.16	
2677	06/28/2010	Claims	631	28584	Emergency Reporting	481.87	
2678	06/28/2010	Claims	631	28585	Evergreen Rural Water Of Washingt	135.00	
2679	06/28/2010	Claims	631	28586	Johnson & Reeder, P. Faubion	500.00	
2680	06/28/2010	Claims	631	28587	City Of Fife	2,534.24	5653; 5663
2681	06/28/2010	Claims	631	28588	Gary Armstrong	309.50	
2682	06/28/2010	Claims	631	28589	General Pacific Inc.	1,164.36	1112961
2683	06/28/2010	Claims	631	28590	Key Bank	1,905.98	
2684	06/28/2010	Claims	631	28591	Lynch Creek Quarry	679.40	77119; 77192
2685	06/28/2010	Claims	631	28592	Kerri Murphy	152.00	
2686	06/28/2010	Claims	631	28593	Nisqually Police Dept	1,820.00	
2687	06/28/2010	Claims	631	28594	Northwest Cascade	292.40	
2688	06/28/2010	Claims	631	28595	Nybo Redi Mix Concrete	1,980.00	
2689	06/28/2010	Claims	631	28596	Pierce Co Budget Finance	1,241.00	
2690	06/28/2010	Claims	631	28597	Pitney Bowes Purchase Power	618.99	
2691	06/28/2010	Claims	631	28598	Quality Controls Corporation	3,892.66	P1284-1
2692	06/28/2010	Claims	631	28599	Quickprint	172.84	29417
2693	06/28/2010	Claims	631	28600	Quill Corp	546.36	6076015; 6076025
2694	06/28/2010	Claims	631	28601	Qwest	152.93	
2695	06/28/2010	Claims	631	28602	Rainier Connect	590.93	
2696	06/28/2010	Claims	631	28603	Sefnco Communication	167,090.00	2010-3018
2697	06/28/2010	Claims	631	28604	Sharp Electronics Corporation	271.62	6745589860
2698	06/28/2010	Claims	631	28605	Shell Fleet Processing Center	400.50	
2699	06/28/2010	Claims	631	28606	Sprint	573.86	365818817-031
2700	06/28/2010	Claims	631	28607	Stericycle	31.20	3000958505
2701	06/28/2010	Claims	631	28608	System Design West, LLC	481.08	
2702	06/28/2010	Claims	631	28609	Systems For Public Safety	82.19	14224
2703	06/28/2010	Claims	631	28610	US Bank	11,271.88	T. Pine; C. Dargan; G. Armstrong; K. Linnemeyer; S. Dudley; D. Habeck; B. Lucas; T. Lincoln; T. Moore; N. Sundita; B. Albaitis; B. Atkins; C. McGlone; M. Tiller; S. Mckasson
2704	06/28/2010	Claims	631	28611	Verizon Wireless	72.28	0875704350
2705	06/28/2010	Claims	631	28612	WA Dept Ecology Hwf	46.00	
2706	06/28/2010	Claims	631	28613	WA Dept Of Transportation	479.31	
2707	06/28/2010	Claims	631	28614	WH Pacific, Inc	5,977.96	34776-02
2708	06/28/2010	Claims	631	28615	Water Management Lab Inc	312.00	

001 Current Expense	29,325.17
101 Streets	54,547.44
401 Electric	233,942.26
410 Water	174,117.26
411 Sewer	67,871.04

# CHECK REGISTER

Town Of Eatonville  
MGAC #: 0578

06/01/2010 To: 06/30/2010

Time: 16:04:51 Date: 06/23/2010  
Page: 2

<u>Trans</u>	<u>Date</u>	<u>Type</u>	<u>Acct #</u>	<u>Chk #</u>	<u>Claimant</u>	<u>Amout</u>	<u>Memo</u>
		450 Storm Drain				38.00	
		460 Refuse Fund				55.71	
						<hr/>	
						559,896.88	Claims: 559,896.88
							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  
MGAC #: 0578

06/16/2010 To: 06/18/2010

Time: 10:55:37 Date: 06/16/2010  
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2567	06/18/2010	Payroll	632	22886	William Albaitis	1,623.13	
2568	06/18/2010	Payroll	632	22887	Shauna Anderson	1,444.51	
2569	06/18/2010	Payroll	632	22888	Gary Armstrong	3,343.34	
2570	06/18/2010	Payroll	632	22889	William P Atkins	1,439.90	
2571	06/18/2010	Payroll	632	22890	Nicholas M Bond	990.90	
2572	06/18/2010	Payroll	632	22891	Christina M Dargan	1,419.23	
2573	06/18/2010	Payroll	632	22892	Jason Darwent	1,487.22	
2574	06/18/2010	Payroll	632	22893	Stanley Dekofski	514.39	
2575	06/18/2010	Payroll	632	22894	Miranda M Doll	1,284.53	
2577	06/18/2010	Payroll	632	22895	Sheila F Dudley	1,458.77	
2578	06/18/2010	Payroll	632	22896	Gaille C Finley	1,440.19	
2579	06/18/2010	Payroll	632	22897	Brian Goody	1,864.12	
2580	06/18/2010	Payroll	632	22898	Dexter Habeck	1,801.15	
2581	06/18/2010	Payroll	632	22899	Kathleen E Henricksen	491.90	
2582	06/18/2010	Payroll	632	22900	Edgar L Lewis	1,892.47	
2583	06/18/2010	Payroll	632	22901	Timothy Lincoln	1,806.58	
2584	06/18/2010	Payroll	632	22902	Kathy Linnemeyer	1,594.85	
2585	06/18/2010	Payroll	632	22903	Carl Lucas	458.43	
2586	06/18/2010	Payroll	632	22904	Chrystal Mcglone	2,415.62	
2587	06/18/2010	Payroll	632	22905	Jason L Mcguire	1,726.02	
2588	06/18/2010	Payroll	632	22906	Steve Mckasson	1,783.41	
2589	06/18/2010	Payroll	632	22907	Fredrick Mercer	1,612.26	
2590	06/18/2010	Payroll	632	22908	Terrance W Moore	1,803.74	
2591	06/18/2010	Payroll	632	22909	Gronn Morgan	1,143.29	
2592	06/18/2010	Payroll	632	22910	Kerri Murphy	1,568.32	
2593	06/18/2010	Payroll	632	22911	Tera L Pine	1,311.54	
2594	06/18/2010	Payroll	632	22912	Mike Schaub	394.36	
2595	06/18/2010	Payroll	632	22913	Raymond Harper	597.87	
2596	06/18/2010	Payroll	632	22914	Gary Sokol	1,813.49	
2597	06/18/2010	Payroll	632	22915	Nestor N Sundita	2,278.92	
2598	06/18/2010	Payroll	632	22916	Mike W Tiller	2,290.24	
2599	06/18/2010	Payroll	632	22917	Johnny Wade	1,657.14	
2601	06/18/2010	Payroll	632	22918	Steven Watton	1,799.06	
2602	06/18/2010	Payroll	632	22919	Jaidon Reichert	174.63	
2603	06/18/2010	Payroll	632	22920	Aaron M Bell	109.31	
2604	06/18/2010	Payroll	632	22921	John Rivera	218.62	
2605	06/18/2010	Payroll	632	22922	AWC	18,099.77	06/18/2010 To 06/18/2010 - AWC
2606	06/18/2010	Payroll	632	22923	EFTPS 941 Tax Deposits	16,954.61	941 Deposit For 06/18/2010 - 06/18/2010
2607	06/18/2010	Payroll	632	22924	IBEW Local 483	786.17	06/18/2010 To 06/18/2010 - Ibew
2608	06/18/2010	Payroll	632	22925	WA Dept Retirement Systms	7,153.20	06/18/2010 To 06/18/2010 - Pers 3; 06/18/2010 To 06/18/2010 - Loeff 2; 06/18/2010 To 06/18/2010 - Pers 2
2609	06/18/2010	Payroll	632	22926	WA Dept Retirement Systms Deferred Comp	717.50	06/18/2010 To 06/18/2010 - Deferred Comp
2613	06/16/2010	Payroll	632	22927	IBEW Local 483	1,700.22	To Replace Voided Checks #22512 4/5/10 And 22584 4/20/10
		000				1,140.52	
		001 Current Expense				69,751.77	
		101 Streets				1,764.56	
		401 Electric				14,162.30	
		410 Water				4,401.84	
		411 Sewer				4,242.40	
		450 Storm Drain				1,001.53	

# CHECK REGISTER

Town Of Eatonville  
MGAC #: 0578

06/16/2010 To: 06/18/2010

Time: 10:55:37 Date: 06/16/2010  
Page: 2

<u>Trans</u>	<u>Date</u>	<u>Type</u>	<u>Acct #</u>	<u>Chk #</u>	<u>Claimant</u>	<u>Amount</u>	<u>Memo</u>
							Claims: 0.00
						96,464.92	Payroll: 96,464.92

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 \_\_\_\_\_

































Town of Eatonville

Glacier Park

P.O. Box 309  
Eatonville, WA 98328

Application for Use

Organization / Agency / Business: \_\_\_\_\_

Person in Charge: CAROL Ward

Phone Number: (360) 832-6402

Mailing Address: PO Box 694

Type of Activity: Family Reunion

Date Requested: 7-3-10 Time Requested: 12:00 am/pm to 5:00 am/pm

Estimated Group Size: 70

Kitchen Use: Yes  No  Bathroom Use: Yes  No  Stage Use: Yes  No

\*\*\*\*\*  
The Town of Eatonville, its employees, appointed or elected persons, shall not be held liable for injuries or loss or destruction of property resulting from the use of the premises or facilities. Applicant agrees to defend, indemnify and save harmless the Town, it's appointed and elective officers and employees from and against all lost and expense including but not limited to judgment, settlements, attorney's fees and costs by reason of personal or bodily injury including death at any time resulting there from sustained by any person or persons and in account of damage to or loss of property, including loss of use thereof arising out of or in consequence of the performance of the stated activity; as a result of the negligence of persons other than the Town of Eatonville. Applicant is responsible for the supervision and control of group or individuals to prevent injury and insure safety, as well as all aspects of use, including payment of fees and charges, damage to equipment, property or grounds; which may be incurred. I understand that all Town of Eatonville ordinances apply to this rental application. I acknowledge that I have reviewed the information on both sides of this form.

NAME: CAROL Ward

SIGNATURE: Carol J Ward DATE: 3-4-10

\*\*\*\*\*  
\*\*\*FOR OFFICE USE ONLY\*\*\*  
DAMAGE DEPOSIT, \$50.00 50.00  
KITCHEN FEE, \$35.00 35.00  
APPLICATION PROCESSED BY: M All DATE: 3/8/10  
RETURN KEYS TO UTILITY DROP BOX AT TOWN HALL.

Town of Eatonville

~~Glacier Park~~

Mill Pond Park \*

P.O. Box 309  
Eatonville, WA 98328

Application for Use

Organization /Agency/Business: Fourth of July Heritage Inv

Person in Charge: Audrey Thompson or Karen Woodcock

Phone Number: 360 832-8366 - 253 307 9288

Mailing Address: Box 1086 Eatonville 98328-1086

Type of Activity: SALMON BAKE

Date Requested: July 3<sup>rd</sup> 4<sup>th</sup> Time Requested: ALL DAY <sup>Bob h days</sup> am/pm to            am/pm

Estimated Group Size: July 3<sup>rd</sup> just workers - 4<sup>th</sup> 500 people

Kitchen Use: Yes  No  Bathroom Use: Yes  No  Stage Use: Yes  No

\*\*\*\*\*  
The Town of Eatonville, its employees, appointed or elected persons, shall not be held liable for injuries or loss or destruction of property resulting from the use of the premises or facilities. Applicant agrees to defend, indemnify and save harmless the Town, it's appointed and elective officers and employees from and against all lost and expense including but not limited to judgment, settlements, attorney's fees and costs by reason of personal or bodily injury including death at any time resulting there from sustained by any person or persons and in account of damage to or loss of property, including loss of use thereof arising out of or in consequence of the performance of the stated activity; as a result of the negligence of persons other than the Town of Eatonville. Applicant is responsible for the supervision and control of group or individuals to prevent injury and insure safety, as well as all aspects of use, including payment of fees and charges, damage to equipment, property or grounds; which may be incurred. I understand that all Town of Eatonville ordinances apply to this rental application. I acknowledge that I have reviewed the information on both sides of this form.

NAME: Audrey Thompson

SIGNATURE: Audrey Thompson DATE: 1-6-2010

\*\*\*\*\*  
\*\*FOR OFFICE USE ONLY\*\*  
DAMAGE DEPOSIT, \$50.00 P.O. #10/10 #540  
KITCHEN FEE, \$35.00  
APPLICATION PROCESSED BY: M. Bell DATE: 6/15/10  
RETURN KEYS TO UTILITY DROP BOX AT TOWN HALL.



Town of Eatonville  
Glacier Park

P.O. Box 309  
Eatonville, WA 98328

Application for Use

Organization / Agency / Business: Home Spun Ministries

Person in Charge: Larry Dorothy

Phone Number: 360 832 4315

Mailing Address: PO 1185 Eatonville Wa 98328

Type of Activity: Evangelical Outreach

Date Requested: July 28 9 Time Requested: 5:00 am (pm) to 9:00 am (pm)

Estimated Group Size: 50

Kitchen Use: Yes  No  Bathroom Use: Yes  No  Stage Use: Yes  No

\*\*\*\*\*  
The Town of Eatonville, its employees, appointed or elected persons, shall not be held liable for injuries or loss or destruction of property resulting from the use of the premises or facilities. Applicant agrees to defend, indemnify and save harmless the Town, its appointed and elective officers and employees from and against all lost and expense including but not limited to judgment, settlements, attorney's fees and costs by reason of personal or bodily injury including death at any time resulting there from sustained by any person or persons and in account of damage to or loss of property, including loss of use thereof arising out of or in consequence of the performance of the stated activity; as a result of the negligence of persons other than the Town of Eatonville. Applicant is responsible for the supervision and control of group or individuals to prevent injury and insure safety, as well as all aspects of use, including payment of fees and charges, damage to equipment, property or grounds; which may be incurred. I understand that all Town of Eatonville ordinances apply to this rental application. I acknowledge that I have reviewed the information on both sides of this form.

NAME: Lawrence (Larry) Dorothy

SIGNATURE: [Signature] DATE: \_\_\_\_\_

\*\*\*\*\*  
\*\*\*FOR OFFICE USE ONLY\*\*\*  
DAMAGE DEPOSIT, \$50.00 paid  
KITCHEN FEE, \$35.00 \_\_\_\_\_  
APPLICATION PROCESSED BY: EMD DATE: 3/1/10  
RETURN KEYS TO UTILITY DROP BOX AT TOWN HALL

Town of Eatonville  
Glacier Park

P.O. Box 309  
Eatonville, WA 98328

Application for Use

Organization / Agency / Business: Melode Akewick  
Person in Charge: Same as above  
Phone Number: 360 8324222  
Mailing Address: PO Box 835 Eatonville, WA 98328  
Type of Activity: Family Reunion  
Date Requested: July 10, 2010 Time Requested: 10 am/pm to 4 PM am/pm  
Estimated Group Size: 30  
Kitchen Use: Yes  No  Bathroom Use: Yes  No  Stage Use: Yes  No

\*\*\*\*\*  
The Town of Eatonville, its employees, appointed or elected persons, shall not be held liable for injuries or loss or destruction of property resulting from the use of the premises or facilities. Applicant agrees to defend, indemnify and save harmless the Town, it's appointed and elective officers and employees from and against all lost and expense including but not limited to judgment, settlements, attorney's fees and costs by reason of personal or bodily injury including death at any time resulting there from sustained by any person or persons and in account of damage to or loss of property, including loss of use thereof arising out of or in consequence of the performance of the stated activity; as a result of the negligence of persons other than the Town of Eatonville. Applicant is responsible for the supervision and control of group or individuals to prevent injury and insure safety, as well as all aspects of use, including payment of fees and charges, damage to equipment, property or grounds; which may be incurred. I understand that all Town of Eatonville ordinances apply to this rental application. I acknowledge that I have reviewed the information on both sides of this form.

NAME: Melode Akewick

SIGNATURE: Melode Akewick DATE: 06/07/10

\*\*\*\*\*  
\*\*\*FOR OFFICE USE ONLY\*\*\*  
DAMAGE DEPOSIT, \$50.00  
KITCHEN FEE, \$35.00  
APPLICATION PROCESSED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
RETURN KEYS TO UTILITY DROP BOX AT TOWN HALL.

# Town of Eatonville

## Glacier Park

P.O. Box 309  
Eatonville, WA 98328

### Application for Use

Organization / Agency / Business: W/A  
Person in Charge: Abby Schmit  
Phone Number: 253 678 3547  
Mailing Address: 311 Penn Ave N Eatonville WA 98328  
Type of Activity: Wedding  
Date Requested: July 17, 2010 Time Requested: 8 am/pm to 9 am/pm  
Estimated Group Size: 60  
Kitchen Use: Yes  No  Bathroom Use: Yes  No  Stage Use: Yes  No

\*\*\*\*\*  
The Town of Eatonville, its employees, appointed or elected persons, shall not be held liable for injuries or loss or destruction of property resulting from the use of the premises or facilities. Applicant agrees to defend, indemnify and save harmless the Town, its appointed and elective officers and employees from and against all lost and expense including but not limited to judgment, settlements, attorney's fees and costs by reason of personal or bodily injury including death at any time resulting there from sustained by any person or persons and in account of damage to or loss of property, including loss of use thereof arising out of or in consequence of the performance of the stated activity; as a result of the negligence of persons other than the Town of Eatonville. Applicant is responsible for the supervision and control of group or individuals to prevent injury and insure safety, as well as all aspects of use, including payment of fees and charges, damage to equipment, property or grounds; which may be incurred. I understand that all Town of Eatonville ordinances apply to this rental application. I acknowledge that I have reviewed the information on both sides of this form.

NAME: Abby Schmit

SIGNATURE: Abby Schmit DATE: 5.1.09

\*\*\*\*\*

#### \*\*\*FOR OFFICE USE ONLY\*\*\*

DAMAGE DEPOSIT, \$50.00 DD

KITCHEN FEE, \$35.00

APPLICATION PROCESSED BY UMALL DATE: 5/4/09

RETURN KEYS TO UTILITY DROP BOX AT TOWN HALL.

# Town of Eatonville

## Glacier Park

P.O. Box 309  
Eatonville, WA 98328

### Application for Use

Organization / Agency / Business: Olympic #1 CTCI

Person in Charge: Rosemarie Van Cleve

Phone Number: 360-832-3654

Mailing Address: P.O. Box 305

Type of Activity: Picnic

Date Requested: 8-15-10 Time Requested: 9:00 am/pm to 4:30 am/pm

Estimated Group Size: 40

Kitchen Use: Yes  No  Bathroom Use: Yes  No  Stage Use: Yes  No

\*\*\*\*\*  
The Town of Eatonville, its employees, appointed or elected persons, shall not be held liable for injuries or loss or destruction of property resulting from the use of the premises or facilities. Applicant agrees to defend, indemnify and save harmless the Town, its appointed and elective officers and employees from and against all lost and expense including but not limited to judgment, settlements, attorney's fees and costs by reason of personal or bodily injury including death at any time resulting there from sustained by any person or persons and in account of damage to or loss of property, including loss of use thereof arising out of or in consequence of the performance of the stated activity; as a result of the negligence of persons other than the Town of Eatonville. Applicant is responsible for the supervision and control of group or individuals to prevent injury and insure safety, as well as all aspects of use, including payment of fees and charges, damage to equipment, property or grounds; which may be incurred. I understand that all Town of Eatonville ordinances apply to this rental application. I acknowledge that I have reviewed the information on both sides of this form.

NAME: Rosemarie Van Cleve

SIGNATURE: Rosemarie Van Cleve DATE: \_\_\_\_\_

\*\*\*\*\*  
\*\*\*FOR OFFICE USE ONLY\*\*\*  
DAMAGE DEPOSIT, \$50.00 CMD  
KITCHEN FEE, \$35.00 CMD  
APPLICATION PROCESSED BY: [Signature] DATE: 1/5/09  
RETURN KEYS TO UTILITY DROP BOX AT TOWN HALL.

# Town of Eatonville

## Glacier Park

P.O. Box 309  
Eatonville, WA 98328

### Application for Use

Organization / Agency / Business: Eatonville Chamber of Commerce

Person in Charge: Kathy Dogman

Phone Number: 360-832-6125

Mailing Address: PO Box 845 Eatonville WA 98328

Type of Activity: Dog Days in the Park

Date Requested: 9-18-10 Time Requested: 8 am/pm to 7 am/pm

Estimated Group Size: 100

Kitchen Use: Yes  No  Bathroom Use: Yes  No  Stage Use: Yes  No

\*\*\*\*\*  
The Town of Eatonville, its employees, appointed or elected persons, shall not be held liable for injuries or loss or destruction of property resulting from the use of the premises or facilities. Applicant agrees to defend, indemnify and save harmless the Town, its appointed and elective officers and employees from and against all lost and expense including but not limited to judgment, settlements, attorney's fees and costs by reason of personal or bodily injury including death at any time resulting there from sustained by any person or persons and in account of damage to or loss of property, including loss of use thereof arising out of or in consequence of the performance of the stated activity; as a result of the negligence of persons other than the Town of Eatonville. Applicant is responsible for the supervision and control of group or individuals to prevent injury and insure safety, as well as all aspects of use, including payment of fees and charges, damage to equipment, property or grounds; which may be incurred. I understand that all Town of Eatonville ordinances apply to this rental application. I acknowledge that I have reviewed the information on both sides of this form.

NAME: Jacqueline K Sparrow

SIGNATURE: Jacqueline K Sparrow DATE: 3-17-10

\*\*\*\*\*  
\*\*\*FOR OFFICE USE ONLY\*\*\*  
DAMAGE DEPOSIT, \$50.00 mmhell TD  
KITCHEN FEE, \$35.00 \_\_\_\_\_  
APPLICATION PROCESSED BY: mmhell DATE: 3/18/10  
RETURN KEYS TO UTILITY DROP BOX AT TOWN HALL.

**RESOLUTION 2010-BB**

**A RESOLUTION OF THE EATONVILLE TOWN COUNCIL AUTHORIZING THE MAYOR TO PETITION WASHINGTON STATE CONSERVATION COMMISSION FOR INCLUSION OF ADDITIONAL TERRITORY WITHIN THE PIERCE CONSERVATION DISTRICT**

**WHEREAS**, pursuant to the Conservation Districts Law (Chapter 89.08 RCW) the undersigning government authority of the Town of Eatonville and the Pierce Conservation District, respectfully represent, and;

**WHEREAS**, that heretofore the Pierce Conservation District was duly organized as a governmental subdivision of this state, and a public body corporate and politic, and;

**WHEREAS**, that there is need, in the interest of the public health, safety, and welfare, for the inclusion of the territory hereinafter described within the said Pierce Conservation District.

**WHEREAS**, that the territory proposed for inclusion within the said district includes substantially the following, and;

**NOW THEREFORE, BE IT RESOLVED** by the Council of the Town of Eatonville that the Mayor is the authorized undersigned petitioner and respectfully requests that the State Conservation Commission duly define the boundaries of the additional territory; and that the State Conservation Commission determine that such additional territory be so included and made a part of the Pierce Conservation District.

**PASSED** by the Council of the Town of Eatonville at a regular meeting this 28 day of June, 2010.

\_\_\_\_\_  
Raymond Harper, Mayor

ATTEST:

\_\_\_\_\_  
Chrystal McGlone, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Carol A Morris  
Office of the Town Attorney

**RESOLUTION 2010-CC**

**A RESOLUTION OF THE EATONVILLE TOWN COUNCIL AUTHORIZING THE MAYOR TO SIGN A PURCHASE AND SALE AGREEMENT WITH WEYERHAEUSER REAL ESTATE DEVELOPMENT COMPANY IN FURTHERANCE OF THE TOWN'S MASHSEL RIPARIAN HABITAT ACQUISITION AND PROTECTION PROJECT**

**WHEREAS**, the Town of Eatonville was awarded a grant in the amount of \$823,286.00 from the Washington State Recreation and Conservation Office (WSRCO) to purchase riparian habitat along the Mashel River, and;

**WHEREAS**, one property providing such riparian habitat is owned by WEYERHAEUSER REAL ESTATE DEVELOPMENT COMPANY, and;

**WHEREAS**, the Town's acquisition of property of this kind will benefit the environment and the citizens of Eatonville, and;

**WHEREAS**, the Town has obtained an appraisal of the property owned by WEYERHAEUSER REAL ESTATE DEVELOPMENT COMPANY, and;

**WHEREAS**, the Town and WEYERHAEUSER REAL ESTATE DEVELOPMENT COMPANY have negotiated a purchase and sale agreement which allows the Town to purchase the subject property for \$51,500.00; and

**WHEREAS**, the entire purchase price shall come from the WSRCO grant funds;

**NOW THEREFORE, BE IT RESOLVED** by the Council of the Town of Eatonville as follows:

Section 1: The mayor is authorized to sign the Purchase and Sale Agreement with WEYERHAEUSER REAL ESTATE DEVELOPMENT COMPANY in the amount of Fifty-one Thousand Five Hundred Dollars (\$51,500.00), a copy of which is attached hereto as **Exhibit A**.

**PASSED** by the Council of the Town of Eatonville at a regular meeting this \_\_\_ day of June, 2010.

---

Ray Harper, Mayor

ATTEST:

---

Chrystal McGlone, Town Clerk

APPROVED AS TO FORM:

---

Jeff Taraday, Office of the Town Attorney

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is entered into by and between **TOWN OF EATONVILLE**, a Washington municipal corporation ("Purchaser"), and **WEYERHAEUSER REAL ESTATE DEVELOPMENT COMPANY**, a Washington corporation ("Seller") and is effective as of the \_\_\_\_ day of June, 2010.

### RECITALS

WHEREAS, Seller is the owner of certain unimproved property located in **PIERCE** County, WASHINGTON, legally described in the Quit Claim Deed form attached as **Exhibit A** ("Deed") and depicted on the map attached as **Exhibit B**, and shall be subject to the reservations listed in the Deed, collectively ("Permitted Exceptions"), and

WHEREAS, Subject to the terms and conditions set forth in this Agreement, Seller desires to sell and Purchaser desires to purchase the Property.

### AGREEMENT

THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained, the parties agree as follows:

1. AGREEMENT TO PURCHASE AND SELL. Seller hereby agrees to sell the Property to Purchaser and Purchaser hereby agrees to purchase the Property from Seller for the price and subject to the terms and conditions set forth in this Agreement.

2. PURCHASE PRICE AND TERMS.

(a) **PURCHASE PRICE.** The total consideration for the Property shall be **FIFTY ONE THOUSAND FIVE HUNDRED** dollars (U.S. **\$51,500.00**) (the "Purchase Price"). The Purchase Price shall be paid in immediately available funds by wire transfer at closing.

(b) **EARNEST MONEY DEPOSIT.** Upon execution of this Agreement, Purchaser shall deposit into escrow with the Escrow Holder (defined below) the sum of **ZERO** dollars and no cents (**\$0**) (the "Earnest Money Deposit"), which amount shall be paid as set forth below and held by the Escrow Holder, in escrow in an insured, interest-bearing account. All interest shall accrue to Seller and not be credited against the Purchase Price. At the Closing, the Earnest Money Deposit shall be credited against the Purchase Price.

(1) **PURCHASER FAILS TO CLOSE.** Should Purchaser fail to close this transaction, through no fault of the Seller, the parties agree and acknowledge that Seller would not suffer any damages by reason of a failure of this transaction to close.

(2) **SELLER FAILS TO CLOSE.** Should Closing not occur due to the default of Seller, Purchaser's remedy shall be limited to specific performance.

3. CLOSING.

(a) **ESCROW.** The purchase and sale of the Property shall be conducted through **NORTHPOINT ESCROW** (Carol Robson, escrow agent) ("Escrow Holder") at the Escrow Holder's office located at **615 EAST PIONEER AVENUE, SUITE 1113 PUYALLUP, WA 98372.**

(b) **OPENING OF ESCROW.** The opening of Escrow ("Opening of Escrow") shall occur when Escrow Holder possesses a copy or copies of this Agreement executed in counterparts or otherwise by the parties. Escrow Holder's signature below shall constitute the agreement of Escrow Holder to serve hereunder in such capacity, and Escrow Holder shall insert the date of the Opening of Escrow where indicated at the end of this Agreement. Escrow Holder shall notify the parties of the Opening of Escrow immediately by e-mail, and shall promptly return to each party counterparts of this Agreement executed by the other party and Escrow Holder.

(c) **FURTHER ESCROW INSTRUCTIONS.** The parties shall promptly execute and deliver to Escrow Holder such additional instructions, resolutions, and other documents as Escrow Holder may reasonably require that are not inconsistent with or contrary to the provisions hereof. In the event of any inconsistency or conflict between said instructions and the provisions of this Agreement, this Agreement shall control.

(d) **CLOSING DATE.** The sale of the Property shall close as soon as reasonably possible; Provided, however, that in no event shall close occur no later than July 31, 2010.

(e) **CLOSING DOCUMENTS.** On or before the business day immediately prior to the closing, the parties shall do the following:

(1) **SELLER DEPOSITS.** Seller shall deposit into Escrow the following documents (each fully executed) (i) the acknowledged Deed(s); and (ii) such other documents as Seller is required to deliver to Purchaser hereunder.

(2) **PURCHASER DEPOSITS.** Purchaser shall deposit into Escrow: (i) the Purchase Price plus or minus (as the case may be) all other amounts credited to or against Purchaser hereunder ("Balance of the Purchase Price"), and (ii) such other documents as Purchaser is required to deliver to Seller hereunder.

(f) **CLOSING PREREQUISITES.** Closing shall occur as soon as (i) Seller has deposited into Escrow all the documents specified herein including, without limitation, the Deed(s); (ii) Purchaser has deposited into Escrow the Balance of the Purchase Price and all the documents specified herein; and (iii) Escrow Holder is prepared to cause the recordation of the Deed, in the county wherein the Property is situated.

(g) **ESCROW HOLDER.** Escrow Holder shall do the following: (i) record the Deed(s); (ii) deliver to Purchaser any documents which Seller is to deliver and Purchaser is to receive hereunder through Escrow; (iii) deliver to Seller any documents which Purchaser is to deliver and Seller is to receive hereunder through Escrow; and (iv) disburse to Seller, by wire transfer to an account designated by Seller in writing, the Purchase Price less (v) the amount of any net credit to Purchaser resulting from the prorations required hereunder and less (vi) any costs that Seller is required to pay hereunder. Escrow Holder's performance of the foregoing actions shall be deemed to occur simultaneously. The taking of such actions and the moment thereof are hereinabove and hereinafter called the "Closing".

4. **CONVEYANCE OF TITLE.** At closing, Seller shall convey to Purchaser marketable fee simple title to the Property by Quit Claim Deed subject to no interest, defect, restriction, encumbrance, contract, reservation, exception, or claim except (a) any conditions described in Exhibit A; (b) rights reserved in federal patents or state deeds; and (c) building, use, zoning, environmental, and protected species restrictions general to the vicinity of the Property.

5. **TITLE INSURANCE.**

(a) **PRELIMINARY COMMITMENTS OF TITLE INSURANCE.** Seller has furnished Purchaser with a preliminary title commitment. If any exceptions other than the Permitted Exceptions arise against the Property prior to Closing, and such new exceptions are not approved by Purchaser or removed by Seller by the closing date, Purchaser may, in its sole discretion, terminate this Agreement or waive its disapproval of such exceptions and close. Seller shall not hereafter, during the pendency of this Agreement, create or intentionally permit the creation of any exceptions, encumbrances, or timber cutting or logging contracts against the Property or any interest therein or any portion thereof. Seller's breach of the foregoing proviso shall constitute a default under this Agreement entitling Purchaser to sue for damages and/or specific performance.

(b) **OWNER'S TITLE INSURANCE.** Seller shall deliver or cause to be delivered to Purchaser as soon as practicable after closing a standard form policy of owner's title insurance dated as of the date of closing in the full amount of the purchase price and showing title to that portion of the Property described in the respective preliminary title commitment vested in the name of Purchaser, subject to no special exceptions other than the Permitted Exceptions.

6. **CLOSING COSTS FOR PRORATIONS.**

(a) **CLOSING COSTS AND EXPENSES.** The escrow closing fee, if any, shall be shared equally by Purchaser and Seller.

(1) Seller shall pay: (i) all costs and expenses related to Seller's exchange transaction; (ii) any real estate excise tax or other transfer taxes due on the transfer of the Property; and (iii) any amount due Purchaser for prorations; (v) any amounts for which Seller is responsible pursuant to paragraph 9(f).

(2) Purchaser shall pay: (i) the costs to record the Deed(s); and (ii) any amount due Seller for prorations, if any.

(b) **PRORATIONS.** Current year real property taxes and assessments with respect to the Property, both general and special, shall be prorated between the parties as of the date of closing. The last officially certified rate and valuation shall be used for such prorations.

(1) Seller shall be solely responsible for all real property taxes and assessments applicable to the Property payable in prior years. Seller shall be solely responsible for any assessments, taxes, expenses, or contract obligations pertaining to the Property arising, accruing, or incurred prior to closing, as well as after the date of closing as to any amounts for which Seller is responsible pursuant to paragraph 9(g).

(2) Except for any amounts for which Seller is responsible pursuant to paragraph 6(b)(1), above, Purchaser shall be responsible for all taxes and assessments arising on the Property, including, but not limited to, any compensating taxes or penalties associated with Purchaser's changing the use or classification of the Property or any taxes and assessments which may accrue at closing or anytime thereafter by reason of any change in the zoning, land use classification, or other tax classification of the Property.

7. CONTINGENCIES.

(a) INSPECTION & FEASIBILITY. This Agreement shall be contingent upon the inspections listed below. Purchaser will have until June 15, 2010 to complete an inspection and feasibility study for the Property. At the end of this feasibility period, Purchaser must notify Seller in writing that Purchaser is satisfied with the investigation releasing this contingency and move forward with the purchase. Once the feasibility is satisfied, or deemed satisfied, by Purchaser, Purchaser's earnest money deposit will be non-refundable and, at the election of Seller, may be retained if the purchase is not completed by Purchaser. Purchaser shall receive a refund of the earnest money deposit along with a termination of this Agreement if Purchaser gives written notice to Seller on or before the feasibility period expires stating that Purchaser is not satisfied with the results of the following inspections:

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(b) FINANCING: The sale is  or is not  conditioned upon Purchaser obtaining a purchase grant. Purchaser is obtaining a grant from the **WASHINGTON STATE RECREATION AND CONSERVATION OFFICE (WSRCO)**. If seller does not receive sufficient grant funds from the WSRCO prior to Closing, this sale shall terminate.

(c) CONDITIONS TO PURCHASER'S OBLIGATION TO CLOSE. Purchaser's obligation to complete the purchase shall be subject to and conditioned upon the following.

(1) The material truth and accuracy at closing of Seller's representations and warranties contained in Section 9 of this Agreement.

(2) Purchaser's discovery of any condition or matter that is materially inconsistent with any of the representations, covenants, or warranties of Seller contained in this Agreement or in any conveyancing document contemplated hereby or of a material defect in the Property.

(3) Purchaser's receipt of the WSRCO grant funds referenced in Section 7(b).

(d) GENERAL PROVISIONS REGARDING CONTINGENCIES. If any of the foregoing conditions are not satisfied or waived in writing by Purchaser at the time of closing, then this Agreement shall terminate; *Provided*, however, that if either contingency set forth above is not satisfied due to the fault of or any material misrepresentation by Seller, then Seller shall be in default under this Agreement, and Purchaser may sue Seller for damages and/or specific performance.

8. POSSESSION; INSPECTION OF PROPERTY. Purchaser shall be entitled to possession at closing. Seller hereby agrees that Purchaser and Purchaser's agents, representatives, contractors and subcontractors have a right to enter upon the Property prior to the closing date in order to conduct reasonable studies, tests and inspections at Purchaser's expense. Purchaser shall not damage the Property or any portion thereof or create any liabilities for Seller in connection with its pre-closing activities. Purchaser will restore the Property to its original condition prior to conducting Purchaser's investigation. Purchaser covenants and agrees to indemnify, hold harmless and defend Seller against any and all claims, damages (both personal injury and property damages) and liabilities arising out of any such pre-closing activities.

9. SELLER'S LIMITED WARRANTIES. Seller makes no representations or warranties, express or implied, concerning the Property or its fitness for any purpose, or any matter whatsoever, except as (i) set forth below; (ii) provided in the Deed; and/or (iii) provided in Seller's Certification. Seller covenants, represents, and warrants as follows, which covenants, representations, and warranties are and shall be on closing true and correct in all material respects:

(a) ACCESS. To the best of Seller's knowledge, there are no legal impediments to access. Seller will reserve access to its retained ownership (tax lots 041623-2050 and 041623-3015), which access shall be limited to the purposes of resource management and agriculture.

(b) BOUNDARY DISPUTES AND ADVERSE POSSESSION. Purchaser is aware, either through physical inspection of the Property or viewing of aerial photography, that there may be encroachments onto the Property.

(c) FOREST PRACTICES ACT AND OTHER LAWS. To the best of Seller's knowledge, (i) there are no violations or claimed violations of federal, state, or local laws, rules, regulations, or ordinances which violation would have a material adverse effect on the use of any of the Property as commercial timberland or tree farms or on

the commercial harvesting of merchantable timber therefrom, nor (ii) has there been any material failure by Seller to comply with the order of any court or governmental authority or agency pertaining to any of the Property or the use, occupancy, logging or condition thereof, nor (iii) is there any pending order, finding, decree, judgment, order, litigation (including, without limitation, threatened litigation), proceeding (including, without limitation, eminent domain proceedings, public improvement assessment proceedings, condemnation or zoning actions), or notice of revocation of any permit or application, pertaining to any of the Property that would have a material adverse effect on the value of such property or the ability to log or conduct commercial timber or tree farming operations on such property; nor (iv) is there any pending changes in the application of any forestry, zoning, land classification, environmental, or land use laws or ordinances to the Property that would have a material adverse effect on the value of such property or the ability to log or conduct commercial timber or tree farming operations on such property. To the best of Seller's knowledge there are no reforestation obligations resulting from forest fires or other obligations required by any timber harvest permit or other governmental law or regulation applicable to Seller's prior harvesting of timber from the Property. Any obligations required by any prior timber harvest permit or other governmental law or regulation applicable to Seller's prior harvesting of timber from the Property have been fully complied with and completed, and the land has been left in the condition required by such permits, laws, and regulations. Notwithstanding the foregoing sentences, Seller shall remain solely responsible for compliance with all Forest Practice Act requirements and other laws and regulations, including, but not limited to, any regeneration planting, in connection with prior timber harvest.

(d) **HAZARDOUS WASTE.** To the best of Seller's knowledge, (i) Seller has not, during its ownership of the Property, disposed of any Hazardous Substances into or onto the soils or waters of the Property or used the Property as a landfill, nor are there any underground storage tanks on or under the Property; Provided, however, that Seller has applied pesticides, insecticides, herbicides, and fertilizers (including aerial spraying thereof) of the timber in accordance with applicable approved Forest Practice Applications and best management practices of the industry and in accordance with applicable law; and (ii) Seller has no actual knowledge of any third party disposing of Hazardous Substances into or onto the soils or waters of the Property either before or during Seller's ownership or possession of the Property. As used in this Agreement, the term "Hazardous Substances" means any substance, waste, or material defined or designated as hazardous, toxic, or dangerous by the Comprehensive Environmental Response, Compensation and Liability Act.

(e) **NON-FOREIGN PERSON CERTIFICATION.** Seller is not a foreign person or entity, as described in the Foreign Investments in Real Property Tax Act, Internal Revenue Code S 1445, and upon Closing Seller shall sign and deliver into closing a certificate, in form acceptable to Purchaser, certifying that Seller is not a foreign person or entity.

(f) **HARVEST.** To the best of Seller's knowledge, Seller has not cut or removed or permitted any cutting or removal of any timber on the Property or any portion thereof since 2005. Seller's indemnity (Paragraph 10) is intended to include responsibility for any and all costs, expenses, taxes, fees, liens, etc. related to or originating from its any past timber harvest, as well as any liabilities arising in any manner from the exercise of Seller's prior timber and mineral interests.

(g) **HARVEST EXCISE TAX; ETC.** To the best of Seller's knowledge, all timber harvest excise tax and all amounts owed to timber fellers, loggers and truckers pertaining to Seller's harvest and removal of timber from the Property have been fully paid. Seller shall pay any such amounts arising in the future pursuant to Paragraph 9(f).

(h) **CONTRACTS PERTAINING TO THE PROPERTY.** To the best of Seller's knowledge, except for the Permitted Exceptions, there are no current contracts, liens, agreements, easements, Licenses, encumbrances, leases, or tenancies affecting or pertaining to the Property or any portion thereof.

(i) **ENCUMBRANCES.** To the best of Seller's knowledge, none of the following has arisen by, through, or under Seller, nor, to the best of Seller's knowledge, do any of the following exist with respect to the Property or any portion thereof, except as specifically disclosed in writing by Seller to Purchaser or shown as a special exception in the Preliminary Commitment: (i) rights reserved in federal patents or state deeds; (ii) oil, gas, mineral or fossil rights, reservations, exceptions, or conveyances; (iii) easements and rights of way for public and/or private roads and utilities heretofore established and existing on the Property; (iv) a specific claim as to ancestral rights of descendants of aboriginal inhabitants to occupy, use, and possess any portion of the Property, as reserved by treaties, understandings, practice, statutes, or judicial decisions, for food gathering, shelter, religious ceremonies, social and economic gatherings, battlefields, and burial sites; (v) a specific claim of an interest by any owner(s) of neighboring tracts for water line across and right to appropriate water from any portions of the Property; or (vi) a specific claim of an interest by any owner(s) of neighboring tracts for vehicular access across any portion of the Property.

(j) **SELLER'S KNOWLEDGE.** As used in this Agreement, the term "to the best of Seller's knowledge" means the knowledge after due investigation and inquiry, of any of the following employee(s) of Seller: Julie Keough.

10. **GENERAL CROSS INDEMNITY.** Seller shall indemnify, defend, and hold Purchaser harmless from all claims, liabilities, obligations, damages, penalties, fines, costs and expenses (including reasonable attorneys' fees) (each of the foregoing, a "Claim") that arise out of or relate to: (i) any breach or inaccuracy of any of the representations and warranties made by the Seller in or pursuant to this Agreement; (ii) any failure by the Seller to carry out, perform, satisfy and discharge any of its covenants, agreements, undertakings or obligations in this Agreement or under any of the documents and related materials executed and delivered or to be executed and delivered by the Seller pursuant to this Agreement; (iii) any claims or damages of any kind arising out of Seller's past exercise of timber and/or mineral interests, including pre-harvest/mining, harvest/mining or post harvest/mining activities; (iv) the ownership or operation of the Property, including, without limitation, liability for damage to third parties and/or public improvements (e.g., publicly owned roads, buildings, bridges, and culverts) caused by any landslides that may have occurred in or on the Property prior to the Closing Date.

Purchaser shall indemnify, defend, and hold Seller harmless from all Claims that arise out of or relate to: (i) any breach or inaccuracy of any of the representations and warranties made by the Purchaser in or pursuant to this Agreement; and (ii) any failure by the Purchaser to carry out, perform, satisfy and discharge any of its covenants, agreements, undertakings or obligations in this Agreement or under any of the documents and related materials executed and delivered or to be executed and delivered by the Purchaser pursuant to this Agreement.

11. **OTHERWISE "AS IS" PURCHASE.** Subject to the representations and warranties of the Seller set forth herein and the Deed and Seller's Certification, Purchaser accepts the property "As-Is" and "Where-Is," subject to the risks of all defects and conditions. Purchaser acknowledges that it has had an opportunity to inspect the Property and will be relying in part on such inspections.

12. **RISK OF LOSS.** Seller shall remain liable for the risk of loss to the standing timber located upon the Property until the date of closing. In the event of a material loss of or damage to the timber on the Property by fire or other sudden calamity (not caused by Purchaser or its agents, representatives, invitees, permittees, contractors, or subcontractors) prior to the closing, Purchaser, at its option, may terminate this Agreement. If the Property or any material part of such property is or becomes the subject of a condemnation proceeding prior to closing, Purchaser, at its option, may terminate this Agreement by giving notice of such termination prior to closing; *Provided*, however, that Purchaser may elect to purchase the Property, in which case Purchaser shall receive a cash payment at closing equal to the total of any condemnation award received by or payable to Seller. Seller is not aware of any threatened or pending eminent domain proceeding affecting the Property. Seller agrees to notify Purchaser of eminent domain proceedings immediately after learning thereof.

13. **REMEDIES ON DEFAULT.** If either party defaults in its obligations hereunder, the non-defaulting party may seek damages and/or specific performance of this Agreement.

14. **IRC S 1031 EXCHANGE; ASSIGNMENT.** Each party agrees to cooperate with the other in the event either or both parties elect to consummate the transaction as a Like-kind exchange pursuant to Internal Revenue Code S 1031. Each party agrees to execute the documents necessary to complete the transaction as a tax free exchange.

15. **TAX CLASSIFICATION:** The Property is no longer in a forestland tax classification.

16. **SURVEY:** This property:

- has been surveyed by Purchaser **OR**  has not been surveyed  
 no corners have been staked  
 corners or equivalent have been staked

17. **COMMISSIONS.** Both parties acknowledge that neither have used the services of a broker in this Agreement and there are no commissions due in this transaction.

18. **MISCELLANEOUS.**

(a) **TIME.** Time is of the essence for each and every provision of this Agreement.

(b) **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(c) **ASSIGNMENT.** No assignment of any right or interest or delegation of any duty, responsibility, or obligation under this Agreement shall be made, in whole or in part, by any party without the prior written consent of the other party. Either party may assign this Agreement without consent from the other party if such assignment is to a wholly owned subsidiary of the assigning party. If there is an assignment, such assignment shall not relieve the assignor of its obligations hereunder.

(d) **SURVIVAL.** All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Agreement shall survive and remain in effect following the close of any escrow and the delivery and recording of any deeds, and shall not be merged therein, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.

(e) **WAIVER.** No delay or omission in the exercise of any right or remedy of either party to this Agreement on any default by the other party shall impair such a right to remedy or be construed as a waiver. Either party's consent to or approval of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary the requirement of consent or approval of any subsequent act by either party.

(f) **CORPORATE AUTHORITY.** Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further corporate approvals or consents are required to bind such party.

(g) **GOVERNING LAW.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington.

(h) **ATTORNEYS' FEES.** Should any legal action or proceeding be commenced by either party in order to enforce this Agreement or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.

(i) **INTEGRATED AGREEMENT; MODIFICATION.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations and representations. This Agreement may not be modified except in writing signed by the parties. The parties hereto agree to execute any additional documents reasonably necessary to effectuate the provisions and purposes of this Agreement.

(j) **INTERPRETATION.** Each party acknowledges that it and its legal counsel have reviewed this Agreement. The parties agree that the terms and conditions of this Agreement shall not be construed against any party on the basis of such party's drafting, in whole or in part, of such terms and conditions.

(k) **NOTICES.** Any notices required or desired shall be in writing and delivered personally or by messenger or sent by U.S. certified mail, return receipt requested, postage prepaid, or sent via facsimile transmission, and shall be sent to the respective addressee at the address or facsimile number set forth below or to such other address or facsimile number as the parties may specify in writing. Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if sent via facsimile, upon confirmed facsimile transmission to the designated fax number of said addressee.

**PURCHASER :**  
TOWN OF EATONVILLE  
Address: PO BOX 309  
EATONVILLE WA 98328  
Phone: 360-832-3361  
Fax: 360-832-3977  
E-mail: Nicholas@eatonville-wa.gov

**SELLER:**  
Weyerhaeuser Real Estate Development Company  
PO Box 9733—PH2  
Federal Way, WA 98003  
Phone: 253-924-3006  
Fax: 253-924-3007  
E-mail: scott.dahlquist@weyerhaeuser.com

(l) **NO AGENCY.** The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement.

(m) **EXHIBITS.** All exhibits referred to herein are deemed to be incorporated in this Agreement in their entirety.

(n) **HEADINGS.** The headings in this Agreement are for convenience only and are not intended to, and will not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.

(o) **FACSIMILE TRANSMISSION.** Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission, shall be the same as delivery or execution of an original. At the request of any party, the parties shall conform facsimile transmitted signatures by signing an original document.

(p) **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Agreement.

EXECUTED AND EFFECTIVE as of the following date.

**BUYER:**  
**Town of Eatonville**  
By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**SELLER:**  
**Weyerhaeuser Real Estate Development Company**  
By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Opening of Escrow as of \_\_\_\_\_ day of June, 2010.

Escrow Holder: \_\_\_\_\_

Signature

**EXHIBIT A**

When recorded, return to:

TOWN OF EATONVILLE  
PO BOX 309  
Eatonville WA 98328

Send Tax Statements to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**QUIT CLAIM DEED**

The GRANTOR, **WEYERHAEUSER REAL ESTATE DEVELOPMENT COMPANY**, a Washington corporation, for valuable consideration, receipt of which is hereby acknowledged, bargains, sells, and conveys to **THE TOWN OF EATONVILLE**, a Washington municipal corporation, GRANTEE, the real estate situated in **PIERCE** County, Washington, described on **Exhibit A-1** attached hereto and by this reference made a part hereof, subject to the encumbrances of title and reservations of Grantor as set forth on said **Exhibit A-1**.

DATED the \_\_\_\_\_ day of 2010.

**Weyerhaeuser Real Estate Development Company**

By: \_\_\_\_\_  
[insert name]  
Its: [insert title]

Attest: \_\_\_\_\_  
[insert name]  
Its: Assistant Secretary

STATE OF WASHINGTON                    )  
  )    ss  
COUNTY OF \_\_\_\_\_                )

Personally appeared before me, the undersigned authority in and for said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, within my jurisdiction, the within named \_\_\_\_\_ and \_\_\_\_\_ who acknowledged that they are Vice President and Assistant Secretary of Weyerhaeuser Real Estate Development Company, a corporation, and that for and on behalf of the said corporation, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year herein first above written.

\_\_\_\_\_  
Notary Public in and for the State of Washington.

My appointment expires: \_\_\_\_\_

***EXHIBIT A-1 TO DEED***

LEGAL DESCRIPTION FOR EXHIBIT A-1 TO DEED

Legal Description

**EXHIBIT A-1**

THOSE PORTIONS OF SECTION 22 TOWNSHIP 16 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

A STRIP OF LAND ONE HUNDRED (100) FEET IN WIDTH THROUGH, OVER AND ACROSS THE N ½ SE ¼ OF SAID SECTION 22, BEING FIFTY (50) FEET IN WIDTH ON EACH SIDE OF A CENTER LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST BOUNDARY LINE OF SAID N ½ SE ¼, 922 FEET SOUTH OF THE QUARTER SECTION CORNER ON THE EAST BOUNDARY LINE OF SAID SECTION 22;  
THENCE SOUTH 69°47' WEST A DISTANCE OF 1196 FEET MORE OR LESS TO A POINT ON THE SOUTH BOUNDARY LINE OF SAID N ½ SE ¼ OF SAID SECTION 22;

ALSO BEGINNING AT A POINT IN SAID SOUTH BOUNDARY OF SAID N ½ SE ¼ THAT IS 402 FEET EAST OF THE SOUTHWEST CORNER OF SAID 80 ACRE TRACT;  
THENCE NORTH 55° 38' WEST A DISTANCE OF 65 FEET TO A POINT OF 7° CURVE TO THE SOUTH;  
THENCE ON SAID 7° CURVE 362 FEET MORE OR LESS TO A POINT IN THE WEST BOUNDARY OF SAID N ½ SE¼ OF SAID SECTION 22.

ALSO A STRIP OF LAND ONE HUNDRED (100) FEET IN WIDTH THROUGH, OVER AND ACROSS THE S ½ SE ¼ OF SAID SECTION 22, BEING FIFTY (50) FEET IN WIDTH ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH BOUNDARY LINE OF SAID S ½ SE ¼ AT A POINT 402 FEET EAST OF THE NORTHWEST CORNER OF SAID 80 ACRE TRACT;  
THENCE ON A 7° CURVE TO THE NORTH WHOSE TANGENTIAL ANGLE AT THIS POINT IS SOUTH 55° 38' EAST A DISTANCE OF 625 FEET TO A POINT OF 3° 06' CURVE TO THE NORTH;  
THENCE ON LAST NAMED CURVE 350 FEET TO A POINT OF TANGENT;  
THENCE ON TANGENT NORTH 69° 47' EAST 230 FEET MORE OR LESS TO A POINT ON SAID NORTH BOUNDARY LINE OF SAID 80 ACRE TRACT;

ALSO THAT PORTION OF THE SW ¼ SE ¼ OF SAID SECTION 22 LYING NORTHERLY OF THE HEREINABOVE-DESCRIBED 100-FOOT STRIP OF LAND CONVEYED BY THE CITY OF TACOMA TO WEYERHAEUSER COMPANY BY INSTRUMENT RECORDED UNDER AUDITOR'S FEE NO.2419636;

ALSO, THOSE PORTIONS OF SECTIONS 22 AND 23, TOWNSHIP 16 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 100 FEET IN WIDTH, BEING 50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, OVER AND ACROSS THE NE¼ SE¼ OF SAID SECTION 22, AND THE SW¼NE¼, THE SE¼NW¼, AND THE N ½ SW ¼ OF SAID SECTION 23:

BEGINNING AT A POINT ON THE EAST LINE OF THE SW¼NE¼ OF SAID SECTION 23 WHICH IS SOUTH 01°48'15" WEST 192.73 FEET FROM THE NORTHEAST CORNER THEREOF;  
THENCE SOUTH 61°38'00" WEST 154.30 FEET;

### EXHIBIT A-1 - Continued

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 700.00 FEET, THROUGH A CENTRAL ANGLE OF 14°19' 00", AN ARC DISTANCE OF 174.91 FEET;  
THENCE SOUTH 75°57' 00" WEST 226.72 FEET;  
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 300.00 FEET, THROUGH A CENTRAL ANGLE OF 19° 16' 00", AN ARC DISTANCE OF 100.88 FEET;  
THENCE NORTH 84° 47' 00" WEST 151.33 FEET;  
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 500.00 FEET, THROUGH A CENTRAL ANGLE OF 12°27' 00", AN ARC DISTANCE OF 108.65 FEET;  
THENCE SOUTH 82°46' 00" WEST 218.05 FEET;  
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 500.00 FEET, THROUGH A CENTRAL ANGLE OF 08° 57' 00", AN ARC DISTANCE OF 78.10 FEET;  
THENCE SOUTH 73° 49' 00" WEST 787.94 FEET;  
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 500.00 FEET, THROUGH A CENTRAL ANGLE OF 35°20'10", AN ARC DISTANCE OF 308.37 FEET;  
THENCE SOUTH 38°28' 50" WEST 203.04 FEET TO A POINT DESIGNATED AS POINT "A";  
THENCE CONTINUING SOUTH 38° 28' 50" WEST 725.73 FEET;  
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 1,450.00 FEET, THROUGH A CENTRAL ANGLE OF 35°44' 30", AN ARC DISTANCE OF 904.48 FEET;  
THENCE SOUTH 74° 13' 20" WEST 1,823.76 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF THE NE¼ SE¼ OF SAID SECTION 22 WHICH IS SOUTH 88° 54' 33" EAST 69.98 FEET FROM THE SOUTHWEST CORNER OF SAID NE¼ SE¼ OF SAID SECTION 22;

ALSO THOSE PORTIONS OF SECTION 23, TOWNSHIP 16 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SE¼ NE¼ OF SAID SECTION 23 DESCRIBED AS FOLLOWS:

A STRIP OF LAND 100 FEET IN WIDTH IN THE SE¼ NE¼ BEING 50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 23, WHICH IS 1342 FEET, MORE OR LESS, WEST OF THE NORTHEAST CORNER THEREOF, SAID POINT BEING THE NORTHWEST CORNER OF THE NE¼ NE¼ OF SAID SECTION 23;  
THENCE SOUTH ALONG THE CENTER LINE OF THE NORTHEAST QUARTER 1505 FEET TO A POINT ON THE WEST LINE OF THE SE¼ NE¼ AND WHICH IS THE TRUE POINT OF BEGINNING;  
THENCE NORTH 66° 14' EAST 15.1 FEET;  
THENCE ALONG A 20° CURVE TO THE RIGHT 45.9 FEET;  
THENCE NORTH 75°25' EAST 143.5 FEET;  
THENCE ALONG A 20° CURVE TO THE RIGHT 70.2 FEET;  
THENCE NORTH 89° 45' EAST 38.2 FEET;  
THENCE ALONG A 30° CURVE TO THE LEFT 96.4 FEET;  
THENCE NORTH 60° 50' EAST 2.1 FEET;  
THENCE ALONG A 30° CURVE TO THE LEFT 29.1 FEET;  
THENCE NORTH 52°06' EAST 83.5 FEET, MORE OR LESS, TO A POINT ON THE NORTH BOUNDARY LINE OF SAID SE¼ NE¼ AND WHICH IS 853 FEET WEST OF THE NORTHEAST CORNER OF SAID SE¼ NE¼;

ALSO THOSE PARTS OF THE SE¼ NW¼ AND THE N½ SW¼ OF SAID SECTION 23 LYING NORTH AND WEST OF A LINE PARALLEL WITH AND 150 FEET SOUTHERLY AND EASTERLY FROM, MEASURED AT RIGHT ANGLES TO, THE CENTER LINE OF THAT CERTAIN 100-FOOT STRIP OF LAND

**EXHIBIT A-1 - Continued**

CONVEYED TO THE TACOMA EASTERN RAILROAD COMPANY BY TWO DEEDS (1) DATED MAY 1, 1903 AND RECORDED UNDER AUDITOR'S NO. 161573, AND (2) DATED NOVEMBER 24, 1902 AND RECORDED UNDER AUDITOR'S NO. 157312, RESPECTIVELY; AND SOUTHERLY AND WESTERLY OF THE CENTERLINE OF GROE COUNTY ROAD

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

**LEGAL DESCRIPTION ON PREVIOUS PAGES IS SUBJECT TO:**

1. All easements and rights of way for public roads and utilities heretofore established and existing on said land, whether or not of record.
2. Rights reserved in federal patents or state deeds, mineral or fossil rights reservations, building or use restrictions general to the area, and building or zoning regulations or provisions.
3. Ancestral rights, if any, of descendants of aboriginal inhabitants to occupy, use and possess any portion of the premises, as reserved by treaties, understandings, practice, statutes, or judicial decisions; for food gathering, shelter, religious ceremonies, social and economic gatherings, battlefields and burial sites.
3. All planning, zoning, health and other governmental regulations, if any, affecting the subject property.
4. Any prohibition of or limitation of use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any portion which is now, or has formerly been covered by water.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or other facts which a correct survey would disclose.

----- *End of Exhibit A-1* -----

**EXHIBIT B**

[[INSERT MAP HERE]]

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