

# 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      MAY 24, 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 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"

**3. AGENDA REVIEW and APPROVAL/SET TIME RESTRICTIONS**

**4. COMMENTS FROM CITIZENS**

**"What the district has to offer the Town of Eatonville" presentation by Monty Mahan with Pierce Conservation District.**

**5. CONSENT AGENDA**

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

Payroll Checks	22777 thru 22828	\$92,309.16
Claim Checks	28448 thru 28449	\$14,500.00
Claim Checks	28450 thru 28498	\$183,525.00

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

- A. COMMITTEE REPORTS
- B. MAYOR'S REPORT
- C. STAFF REPORTS
- D. FINANCE REPORT

## **7. UNFINISHED BUSINESS**

### **A. 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

## **8. NEW BUSINESS**

### **A. ORDINANCE 2010-10**

AN ORDINANCE AMENDING THE 2010 BUDGET OF THE TOWN OF EATONVILLE, AS ADOPTED BY ORDINANCE NO. 2009-20.

### **B. 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.

### **C. 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

### **D. 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

## **9. COUNCIL MEMBER COMMENTS**

## **10. ADJOURNMENT**

# TRANSACTION JOURNAL

Town Of Eatonville  
MCAG #: 0578

Time: 14:09:01 Date: 05/19/2010  
Page: 1

Trans Date	Redeemed	Acct #	Chk #	Type	Receipt # InterFund #	Vendor	Amount	Memo
<b>2230</b>	<b>05/24/2010</b>	<b>631</b>	<b>28450</b>	<b>Claims</b>		<b>Airgas Norpac</b>	<b>165.59</b>	
	526 20 31 00	Ems Operating Supplie	001	Current Expense			145.38	Ems Misc
	535 10 31 00	Sewer Office/operatng	411	Sewer			20.21	Sewer Misc
Acct Pay#		Amount	PO's Paid					
	8247	165.59						
<b>2231</b>	<b>05/24/2010</b>	<b>631</b>	<b>28451</b>	<b>Claims</b>		<b>Alpine Products, Inc</b>	<b>536.65</b>	
	542 30 31 00	Streets Operating Supp	101	Streets			536.65	Traffic Cones
Acct Pay#		Amount	PO's Paid					
	8194	536.65						
<b>2232</b>	<b>05/24/2010</b>	<b>631</b>	<b>28452</b>	<b>Claims</b>		<b>Anderson Bjornstad Kane Jacobs</b>	<b>6,750.00</b>	
	594 79 62 01	Koch Pedestrian Bridg	001	Current Expense			6,750.00	Prof Services, Little Mashel Ped Bridge
Acct Pay#		Amount	PO's Paid					
	8198	6,750.00						
<b>2233</b>	<b>05/24/2010</b>	<b>631</b>	<b>28453</b>	<b>Claims</b>		<b>Associated Petroleum</b>	<b>1,864.15</b>	
	521 20 32 00	Law Enforcement Fuel	001	Current Expense			54.48	Aco Fuel
	521 20 32 00	Law Enforcement Fuel	001	Current Expense			657.68	Fuel
	522 20 32 00	Fire Control Fuel	001	Current Expense			118.92	Fuel
	526 20 32 00	Ems Fuel	001	Current Expense			246.96	Fuel
	533 10 32 00	Electric Fuel	401	Electric			225.42	Fuel
	534 10 32 00	Water Fuel	410	Water			81.43	Fuel
	535 10 32 00	Sewer Fuel	411	Sewer			91.08	Fuel
	576 80 32 00	Parks Fuel	001	Current Expense			388.18	Fuel
Acct Pay#		Amount	PO's Paid					
	8197	1,864.15						
<b>2234</b>	<b>05/24/2010</b>	<b>631</b>	<b>28454</b>	<b>Claims</b>		<b>B &amp; G Plumbing</b>	<b>2,573.69</b>	
	594 35 63 03	Sewer Other Improver	411	Sewer			2,573.69	Final Connections For Town Ctr Restrooms
Acct Pay#		Amount	PO's Paid					
	8193	2,573.69						
<b>2235</b>	<b>05/24/2010</b>	<b>631</b>	<b>28455</b>	<b>Claims</b>		<b>Bonneville Power Admin</b>	<b>62,491.00</b>	
	533 60 33 00	Power Purchased To R	401	Electric			62,491.00	Power Purchased For Resale

# TRANSACTION JOURNAL

Town Of Eatonville  
MCAG #: 0578

Time: 14:09:01 Date: 05/19/2010  
Page: 2

Trans Date	Redeemed	Acct #	Chk #	Type	Receipt # InterFund #	Vendor	Amount	Memo
8240	62,491.00							
<b>2236</b>	<b>05/24/2010</b>	<b>631</b>	<b>28456</b>	<b>Claims</b>		<b>Brown &amp; Kysar Inc</b>	<b>1,661.00</b>	
594 33 61 00	2nd Feeder Project Gra	401	Electric				1,661.00	2nd Substation Feeder
Acct Pay#	Amount	PO's Paid						
8192	1,661.00							
<b>2237</b>	<b>05/24/2010</b>	<b>631</b>	<b>28457</b>	<b>Claims</b>		<b>CAB Solutions LLC</b>	<b>212.00</b>	
521 20 42 00	Law Enforcement Com	001	Current Expense				212.00	Ford Expedition Mounts
Acct Pay#	Amount	PO's Paid						
8199	212.00							
<b>2238</b>	<b>05/24/2010</b>	<b>631</b>	<b>28458</b>	<b>Claims</b>		<b>CPS Human Resource Services</b>	<b>433.40</b>	
522 20 31 00	Fire Control Operating	001	Current Expense				433.40	FF/PM Written Tests
Acct Pay#	Amount	PO's Paid						
8200	433.40							
<b>2239</b>	<b>05/24/2010</b>	<b>631</b>	<b>28459</b>	<b>Claims</b>		<b>Canon Financial Services</b>	<b>210.80</b>	
521 20 45 00	Law Enforcement Leas	001	Current Expense				210.80	Copier Lease Police
Acct Pay#	Amount	PO's Paid						
8242	210.80							
<b>2240</b>	<b>05/24/2010</b>	<b>631</b>	<b>28460</b>	<b>Claims</b>		<b>Cascade Columbia Distribution Co</b>	<b>1,526.05</b>	
534 10 31 00	Water Operating Suppl	410	Water				1,526.05	Phosphoric Acid, Soda Ash
Acct Pay#	Amount	PO's Paid						
8201	1,526.05							
<b>2241</b>	<b>05/24/2010</b>	<b>631</b>	<b>28461</b>	<b>Claims</b>		<b>Databar Incorporated</b>	<b>948.08</b>	
533 10 42 00	Electric Communicatio	401	Electric				237.02	
534 10 42 00	Water Communications:	410	Water				237.02	
535 80 42 00	Sewer Communication:	411	Sewer				237.02	
537 80 42 00	Refuse Communicator	460	Refuse Fund				237.02	
Acct Pay#	Amount	PO's Paid						

# TRANSACTION JOURNAL

Town Of Eatonville  
MCAG #: 0578

Time: 14:09:01 Date: 05/19/2010  
Page: 3

Trans Date	Redeemed	Acct #	Chk #	Type	InterFund #	Vendor	Amount	Memo
8202							948.08	
<b>2242</b>	<b>05/24/2010</b>	<b>631</b>	<b>28462</b>	<b>Claims</b>		<b>Dexter Habeck</b>	<b>55.70</b>	
	522 20 42 00	Fire Control Communi	001	Current Expense			55.70	Speaker Microphone
8251							55.70	
<b>2243</b>	<b>05/24/2010</b>	<b>631</b>	<b>28463</b>	<b>Claims</b>		<b>Drain-Pro Inc</b>	<b>598.30</b>	
	535 80 48 00	Sewer Repairs & Main	411	Sewer			598.30	Jet Sewer Line
8203							598.30	
<b>2244</b>	<b>05/24/2010</b>	<b>631</b>	<b>28464</b>	<b>Claims</b>		<b>Eatonville - Utilities</b>	<b>11,436.75</b>	
	518 78 47 00	Town Hall Utility Serv	001	Current Expense			963.86	Utility Services
	533 80 47 00	Electric Utility Service	401	Electric			1,321.51	Utility Services
	534 80 47 01	Water Utility Services	410	Water			2,617.23	Utility Services
	535 80 47 00	Sewer Utility Services	411	Sewer			4,337.86	Utility Services
	536 50 47 00	Cemetery Utility Servic	001	Current Expense			89.15	Utility Services
	542 30 47 00	Streets Utility Services	101	Streets			348.57	Utility Services
	575 50 47 00	Comm Center Utility S	001	Current Expense			1,052.51	Utility Services
	576 80 47 00	Parks Utility Services	001	Current Expense			706.06	Utility Services
8204							11,436.75	
<b>2245</b>	<b>05/24/2010</b>	<b>631</b>	<b>28465</b>	<b>Claims</b>		<b>EnCo Environmental Corporation</b>	<b>3,752.43</b>	
	594 58 41 01	RCO Habitat Grant	001	Current Expense			3,752.43	Ableman Property Phase I Environmental Site Assessment & Asbestos Survey
8232							3,752.43	
<b>2246</b>	<b>05/24/2010</b>	<b>631</b>	<b>28466</b>	<b>Claims</b>		<b>City Of Fife</b>	<b>2,414.24</b>	
	521 20 51 00	Law Enforcement Inter	001	Current Expense			2,384.24	April Dispatching Services
	523 60 51 00	Care/Custody Of Prison	001	Current Expense			30.00	March 2010 Medical Jail Services
							Amount	PO's Paid

# TRANSACTION JOURNAL

Town Of Eatonville  
MCAG #: 0578

Time: 14:09:01 Date: 05/19/2010  
Page: 4

Trans Date	Redeemed	Acct #	Chk #	Type	InterFund #	Vendor	Receipt #	Amount	Memo
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Acct Pay#	Amount	PO's Paid							
8205	30.00								
8206	2,384.24								
<b>2247</b>	<b>05/24/2010</b>	<b>631</b>	<b>28467</b>	<b>Claims</b>		<b>Gary Armstrong</b>		<b>331.00</b>	
514 23 49 00	Finance Miscellaneous	001	Current Expense						
533 10 49 01	Electric Miscellaneous	401	Electric						
Acct Pay#	Amount	PO's Paid							
8252	331.00								
<b>2248</b>	<b>05/24/2010</b>	<b>631</b>	<b>28468</b>	<b>Claims</b>		<b>Goldier Associates Inc</b>		<b>13,139.24</b>	
594 34 62 00	Aquifer Recharge	410	Water						
Acct Pay#	Amount	PO's Paid							
8190	13,139.24								
<b>2249</b>	<b>05/24/2010</b>	<b>631</b>	<b>28469</b>	<b>Claims</b>		<b>HD Supply Utilities</b>		<b>65.11</b>	
533 10 31 00	Electric Operating Supp	401	Electric						
Acct Pay#	Amount	PO's Paid							
8207	65.11								
<b>2250</b>	<b>05/24/2010</b>	<b>631</b>	<b>28470</b>	<b>Claims</b>		<b>Key Bank</b>		<b>825.44</b>	
513 40 43 00	Mayor Training	001	Current Expense						
514 40 43 00	Finance Training	001	Current Expense						
521 20 31 00	Law Enforcement Oper	001	Current Expense						
521 20 48 00	Law Enforce Repairs &	001	Current Expense						
Acct Pay#	Amount	PO's Paid							
8208	825.44								
<b>2251</b>	<b>05/24/2010</b>	<b>631</b>	<b>28471</b>	<b>Claims</b>		<b>Large Trk Rpr Jh</b>		<b>293.28</b>	
542 30 31 00	Streets Operating Supp	101	Streets						
Acct Pay#	Amount	PO's Paid							
8209	293.28								
<b>2252</b>	<b>05/24/2010</b>	<b>631</b>	<b>28472</b>	<b>Claims</b>		<b>Mountain Mist</b>		<b>98.59</b>	
514 23 31 00	Finance Operating Supp	001	Current Expense						
Acct Pay#	Amount	PO's Paid							
8209	98.59								
514 23 31 00	Finance Operating Supp	001	Current Expense						
Acct Pay#	Amount	PO's Paid							
8209	35.08								

# TRANSACTION JOURNAL

Town Of Eatonville  
MCAG #: 0578

Time: 14:09:01 Date: 05/19/2010  
Page: 5

Trans Date	Redeemed	Acct #	Chk #	Type	InterFund #	Vendor	Receipt #	Amount	Memo
521 20 31 00	Law Enforcement Oper	001		Current Expense				19.38	Water
533 10 31 00	Electric Operating Sup	401		Electric				11.47	Water
535 10 31 00	Sewer Office/operating	411		Sewer				20.50	Water
558 60 31 00	Planning Operating Suj	001		Current Expense				12.16	Water
<b>Acct Pay#</b> Amount PO's Paid									
8210								98.59	
<b>2253</b>	<b>05/24/2010</b>	<b>631</b>	<b>28473</b>	<b>Claims</b>		<b>North Coast Electric Co Ccl</b>		<b>91.63</b>	
535 80 48 00	Sewer Repairs & Main	411		Sewer				91.63	Duplexor For Riverside Lift Station
<b>Acct Pay#</b> Amount PO's Paid									
8211								91.63	
<b>2254</b>	<b>05/24/2010</b>	<b>631</b>	<b>28474</b>	<b>Claims</b>		<b>PLCS Inc.</b>		<b>11,500.00</b>	
594 79 63 01	Rails To Trails/Blanchr	001		Current Expense				11,500.00	Weyerhaeuser Rd Topographic & Boundary Survey
<b>Acct Pay#</b> Amount PO's Paid									
8218								11,500.00	
<b>2255</b>	<b>05/24/2010</b>	<b>631</b>	<b>28475</b>	<b>Claims</b>		<b>Pierce Co Budget Finance</b>		<b>277.00</b>	
523 60 51 00	Care/Custody Of Priso	001		Current Expense				277.00	Jail Housing
<b>Acct Pay#</b> Amount PO's Paid									
8217								277.00	
<b>2256</b>	<b>05/24/2010</b>	<b>631</b>	<b>28476</b>	<b>Claims</b>		<b>Pierce County Refuse</b>		<b>819.21</b>	
537 60 41 00	Refuse Contract	460		Refuse Fund				819.21	Drop Box Service
<b>Acct Pay#</b> Amount PO's Paid									
8212								819.21	
<b>2257</b>	<b>05/24/2010</b>	<b>631</b>	<b>28477</b>	<b>Claims</b>		<b>Pierce County Refuse</b>		<b>97.02</b>	
537 60 41 00	Refuse Contract	460		Refuse Fund				97.02	Recycling Service
<b>Acct Pay#</b> Amount PO's Paid									
8213								97.02	
<b>2258</b>	<b>05/24/2010</b>	<b>631</b>	<b>28478</b>	<b>Claims</b>		<b>Pitney Bowes Purchase Power</b>		<b>618.99</b>	
512 50 42 00	Court Communications	001		Current Expense				618.99	Postage

# TRANSACTION JOURNAL

Town Of Eatonville  
MCAG #: 0578

Time: 14:09:01 Date: 05/19/2010  
Page: 6

Trans Date	Redeemed	Acct #	Chk #	Type	InterFund #	Vendor	Receipt #	Amount	Memo
514 23 42 00	Finance Communicatio	001		Current Expense				55.71	
521 20 42 00	Law Enforcement Com	001		Current Expense				55.71	
522 20 42 00	Fire Control Communi	001		Current Expense				55.71	
526 20 42 00	Ems Communications	001		Current Expense				55.71	
533 10 42 00	Electric Communicatio	401		Electric				61.90	
534 10 42 00	Water Communication:	410		Water				55.71	
535 80 42 00	Sewer Communication:	411		Sewer				55.71	
537 80 42 00	Refuse Communicati	460		Refuse Fund				55.71	
558 60 42 00	Planning Communicati	001		Current Expense				55.71	
559 60 42 00	Building Code Commu	001		Current Expense				55.70	
Acct Pay#							Amount	PO's Paid	
8216							618.99		
<b>2259</b>	<b>05/24/2010</b>	<b>631</b>	<b>28479</b>	<b>Claims</b>		<b>Post Net</b>		<b>77.88</b>	
522 20 42 00	Fire Control Communi	001		Current Expense				52.72	Written Testing Return
535 80 42 00	Sewer Communication:	411		Sewer				25.16	Shipping Lab Supplies
Acct Pay#							Amount	PO's Paid	
8215							77.88		
<b>2260</b>	<b>05/24/2010</b>	<b>631</b>	<b>28480</b>	<b>Claims</b>		<b>Power &amp; Tel</b>		<b>22,132.49</b>	
594 33 61 00	2nd Feeder Project Gra	401		Electric				22,132.49	Cable For Sr 161 Undergrounding
Acct Pay#							Amount	PO's Paid	
8231							22,132.49		
<b>2261</b>	<b>05/24/2010</b>	<b>631</b>	<b>28481</b>	<b>Claims</b>		<b>Quill Corp</b>		<b>314.57</b>	
514 23 31 00	Finance Operating Sup	001		Current Expense				125.87	Office Supplies
522 20 31 00	Fire Control Operating	001		Current Expense				188.70	Paper
Acct Pay#							Amount	PO's Paid	
8214							314.57		
<b>2262</b>	<b>05/24/2010</b>	<b>631</b>	<b>28482</b>	<b>Claims</b>		<b>Rainier Connect</b>		<b>2,112.55</b>	
514 23 42 00	Finance Communicatio	001		Current Expense				553.68	Phone, Fax, Dsl
521 20 42 00	Law Enforcement Com	001		Current Expense				601.74	Repeater
521 20 42 00	Law Enforcement Com	001		Current Expense				239.53	Phone, Fax, Dsl
522 20 42 00	Fire Control Communi	001		Current Expense				75.35	Fire Communications
533 10 42 00	Electric Communicatio	401		Electric				89.74	Phone Service
534 10 42 00	Water Communication:	410		Water				253.82	Phone, Dsl
535 80 42 00	Sewer Communication:	411		Sewer				217.57	Phone, Fax, Dsl

**TRANSACTION JOURNAL**

Town Of Eatonville  
MCAG #: 0578

Time: 14:09:01 Date: 05/19/2010  
Page: 7

Trans Date	Redeemed	Acct #	Chk #	Type	InterFund #	Vendor	Receipt #	Amount	Memo
558 60 42 00	Planning Communicati	001		Current Expense				36.17	Phone
576 80 49 00	Parks Miscellaneous	001		Current Expense				44.95	Park Cameras
<b>Acct Pay#</b>	<b>Amount</b>	<b>PO's Paid</b>							
8219	553.68								
8220	601.74								
8221	284.48								
8222	253.82								
8223	36.17								
8224	89.74								
8225	217.57								
8243	75.35								
<b>2263 05/24/2010</b>	<b>631 28483</b>	<b>Claims</b>	<b>Rüipinen Surveying Inc.</b>						
594 35 63 03	Sewer Other Improver	411	Sewer					310.00	Survey
<b>Acct Pay#</b>	<b>Amount</b>	<b>PO's Paid</b>							
8191	310.00								
<b>2264 05/24/2010</b>	<b>631 28484</b>	<b>Claims</b>	<b>SBS Leasing A Program Of De Lage</b>						
514 23 45 00	Finance Leases/Rentals	001	Current Expense					276.45	Copier Contract
<b>Acct Pay#</b>	<b>Amount</b>	<b>PO's Paid</b>							
8226	276.45								
<b>2265 05/24/2010</b>	<b>631 28485</b>	<b>Claims</b>	<b>Sharp Electronics Corporation</b>						
526 20 31 00	Ems Operating Supplie	001	Current Expense					92.64	Fire Copier Lease
<b>Acct Pay#</b>	<b>Amount</b>	<b>PO's Paid</b>							
8244	92.64								
<b>2266 05/24/2010</b>	<b>631 28486</b>	<b>Claims</b>	<b>Shell Fleet Processing Center</b>						
521 20 32 00	Law Enforcement Fuel	001	Current Expense					204.61	Fuel-Police Chief
<b>Acct Pay#</b>	<b>Amount</b>	<b>PO's Paid</b>							
8151	204.61								
<b>2267 05/24/2010</b>	<b>631 28487</b>	<b>Claims</b>	<b>Siemens Water Technologies</b>						
534 80 48 00	Water Repairs & Maint	410	Water					190.00	Nylon Pins For Water Filter Plant
<b>Acct Pay#</b>	<b>Amount</b>	<b>PO's Paid</b>							
8241	190.00								

**TRANSACTION JOURNAL**

Town Of Eatonville  
MCAG #: 0578

Time: 14:09:01 Date: 05/19/2010  
Page: 8

Trans Date	Redeemed	Acct #	Chk #	Type	InterFund #	Vendor	Receipt #	Amount	Memo
<b>2268</b>	<b>05/24/2010</b>	<b>631</b>	<b>28488</b>	<b>Claims</b>		<b>Stericycle</b>		<b>20.70</b>	
	526 20 31 00	Ems Operating Supplie	001	Current Expense				20.70	Haz Materials
Acct Pay#	8246	Amount	PO's Paid						
		20.70							
<b>2269</b>	<b>05/24/2010</b>	<b>631</b>	<b>28489</b>	<b>Claims</b>		<b>System Design West, LLC</b>		<b>352.42</b>	<b>EA0510</b>
	522 20 42 00	Fire Control Communi	001	Current Expense				44.42	Postage For Billing
	526 20 41 00	Ems Professional Servi	001	Current Expense				308.00	Transports Billing
Acct Pay#	8245	Amount	PO's Paid						
		352.42							
<b>2270</b>	<b>05/24/2010</b>	<b>631</b>	<b>28490</b>	<b>Claims</b>		<b>Systems For Public Safety</b>		<b>468.34</b>	
	521 20 48 00	Law Enforce Repairs &	001	Current Expense				468.34	Lt Bar For Veh 04
Acct Pay#	8196	Amount	PO's Paid						
		468.34							
<b>2271</b>	<b>05/24/2010</b>	<b>631</b>	<b>28491</b>	<b>Claims</b>		<b>Tygris Vendor Finance, Inc</b>		<b>288.83</b>	
	558 60 45 00	Planning Leases/Rental	001	Current Expense				288.83	Copier Lease
Acct Pay#	8227	Amount	PO's Paid						
		288.83							
<b>2272</b>	<b>05/24/2010</b>	<b>631</b>	<b>28492</b>	<b>Claims</b>		<b>US Bank</b>		<b>4,901.07</b>	<b>Tim Lincoln; Mike Tiller; William Albaitis; William Atkins; Steve McKasson; Gary Armstrong; Nestor Sundita; Sheila Dudley; Dexter Habeck</b>
	522 20 21 00	Fire Control Uniforms	001	Current Expense				25.55	Name Plate-LT
	522 20 21 00	Fire Control Uniforms	001	Current Expense				43.82	Name Plate-Collins, Bethke, Rule
	522 20 31 00	Fire Control Operating	001	Current Expense				1.07	Teflon Tape
	522 20 31 00	Fire Control Operating	001	Current Expense				79.66	Pillow Covers/bedspread
	522 20 31 00	Fire Control Operating	001	Current Expense				84.94	Weather Resistant Phone Enclosure
	522 20 31 00	Fire Control Operating	001	Current Expense				18.32	Car Wash
	522 20 35 00	Fire Control Minor Tool	001	Current Expense				30.05	Socket/impact Socket
	522 20 35 00	Fire Control Minor Tool	001	Current Expense				184.30	Cobra Ultimate Nomex Hood, XL Length

# TRANSACTION JOURNAL

Town Of Eatonville  
MCAG #: 0578

Time: 14:09:01 Date: 05/19/2010  
Page: 9

Trans Date	Redeemed	Acct #	Chk #	Type	InterFund #	Vendor	Amount	Memo
522 20 35 00	Fire Control	Minor To	001	Current	Expense		104.72	Big Easy Wedge Lockout Kit/little Easy Lockout Tool
522 20 35 00	Fire Control	Minor To	001	Current	Expense		41.50	Ansi Ez-flips Helmet
522 20 42 00	Fire Control	Communi	001	Current	Expense		5.54	Postage
522 20 42 00	Fire Control	Communi	001	Current	Expense		5.71	Postage
522 50 48 00	Fire Control	Repairs &	001	Current	Expense		313.55	Pants Repairs And Alterations
526 20 31 00	Ems Operating	Supplie	001	Current	Expense		101.29	Instant Glue, Touch Strip
526 20 31 00	Ems Operating	Supplie	001	Current	Expense		139.99	Medical Tape
526 20 31 00	Ems Operating	Supplie	001	Current	Expense		78.90	Red Wool Blanket
526 20 31 00	Ems Operating	Supplie	001	Current	Expense		35.83	Bedding Plants, Basket Stuffers, Geraniums
526 20 31 00	Ems Operating	Supplie	001	Current	Expense		12.93	Gal 15W4
526 20 49 00	Ems Miscellaneous		001	Current	Expense		23.60	Hook Hanger Liquid Paper
526 50 48 00	Ems Repairs & Mainte		001	Current	Expense		467.98	Auto Charge 1000 W/remote Indicator
533 10 31 00	Electric Operating	Sup	401	Electric			680.46	Traffic Cones, Barricades
533 10 31 00	Electric Operating	Sup	401	Electric			32.66	Foam Sealant, Hillman Fasteners
533 10 31 00	Electric Operating	Sup	401	Electric			46.19	Hillman Fasteners,drywall, Cable Clamps, Bit Snap, Bar Oil, Odor Eliminator
533 10 31 00	Electric Operating	Sup	401	Electric			14.04	Term Adapter, Adapter Pvc, Fitting, Hillman Fasteners
533 10 42 00	Electric Communicatio		401	Electric			46.59	Shipping
533 10 49 01	Electric Miscellaneous		401	Electric			104.69	Electrical Meeting Hosting Gary
533 80 48 00	Electric Repairs & Mai		401	Electric			20.47	Bathroom Fan
534 10 31 00	Water Operating	Suppl	410	Water			13.74	Key, Hillman Fasteners
534 80 48 00	Water Repairs & Main		410	Water			8.04	Linch Pins
535 10 31 00	Sewer Office/operatng		411	Sewer			74.31	Mouse Prufe, Garbage Bags, Sanding Resp, Grip Gloves
535 10 31 00	Sewer Office/operating		411	Sewer			535.63	WW Lab Supplies, Markers, Clorox,
535 40 43 00	Sewer Training		411	Sewer			225.00	WTPO Review Class
535 80 35 00	Sewer Tools & Minor J		411	Sewer			71.38	Grease Gun, Whip Hose
539 60 31 00	Building Code Operati		001	Current	Expense		3.97	Key
576 80 31 00	Parks Operating Suppli		001	Current	Expense		199.90	Temp Lights For Flag Poles
594 25 64 00	EMS Capital	Machiner	001	Current	Expense		500.00	Stretcher
594 25 64 00	EMS Capital	Machiner	001	Current	Expense		42.00	Stretcher
594 25 64 00	EMS Capital	Machiner	001	Current	Expense		350.00	Stretcher
594 25 64 00	EMS Capital	Machiner	001	Current	Expense		-350.00	Stretcher
594 25 64 00	EMS Capital	Machiner	001	Current	Expense		350.00	Stretcher
594 25 64 00	EMS Capital	Machiner	001	Current	Expense		132.75	Stretcher

Acct Pay#	Amount	PO's Paid
8233	3.97	

**TRANSACTION JOURNAL**

Town Of Eatonville  
MCAG #: 0578

Time: 14:09:01 Date: 05/19/2010  
Page: 10

Trans Date	Redeemed	Acct #	Chk #	Type	InterFund #	Vendor	Receipt #	Amount	Memo
Acct Pay#		Amount	PO's Paid						
8234		702.24							
8235		145.91							
8236		74.31							
8237		832.01							
8238		104.69							
8239		213.94							
8249		1,315.78							
8250		1,508.22							
<b>2273</b>	<b>05/24/2010</b>	<b>631</b>	<b>28493</b>	<b>Claims</b>		<b>Verizon Wireless</b>		<b>143.68</b>	
	522 20 42 00	Fire Control Communi	001	Current Expense				143.68	Fire Communications
Acct Pay#		Amount	PO's Paid						
8248		143.68							
<b>2274</b>	<b>05/24/2010</b>	<b>631</b>	<b>28494</b>	<b>Claims</b>		<b>WA Dept Of Revenue</b>		<b>11,127.21</b>	
514 23 53 00	Finance Excise Taxes	001	Current Expense					38.81	Excise Tax
526 20 53 00	Ems Excise Tax	001	Current Expense					39.23	Excise Tax
533 10 53 00	Electric Utility Tax	401	Electric					4,881.28	Excise Tax
534 80 53 00	Water Utility Taxes	410	Water					2,413.38	Excise Tax
535 80 53 00	Sewer Utility Taxes	411	Sewer					2,092.21	Excise Tax
536 20 53 01	Cemetery Excise Taxes	001	Current Expense					5.55	Excise Tax
537 80 53 00	Refuse Utility Tax	460	Refuse Fund					1,639.42	Excise Tax
538 30 53 00	Storm Utility Tax	450	Storm Drain					16.95	Excise Tax
539 30 41 00	Animal Control Profes	001	Current Expense					0.38	Excise Tax
Acct Pay#		Amount	PO's Paid						
8183		11,127.21							
<b>2275</b>	<b>05/24/2010</b>	<b>631</b>	<b>28495</b>	<b>Claims</b>		<b>WA Dept Of Transportation</b>		<b>451.22</b>	
542 30 41 00	Streets Professional Sv	101	Streets					451.22	Sr 161 Review And Inspection
Acct Pay#		Amount	PO's Paid						
8230		451.22							
<b>2276</b>	<b>05/24/2010</b>	<b>631</b>	<b>28496</b>	<b>Claims</b>		<b>WH Pacific, Inc</b>		<b>14,085.50</b>	
595 42 62 01	ARRA Downtown Plaz	101	Streets					14,085.50	Town Ctr Project Mgt
Acct Pay#		Amount	PO's Paid						
8228		14,085.50							

# TRANSACTION JOURNAL

Town Of Eatonville  
MCAG #: 0578

Time: 14:09:01 Date: 05/19/2010  
Page: 11

Trans Date	Redeemed	Acct #	Chk #	Type	InterFund #	Vendor	Receipt #	Amount	Memo
2277 05/24/2010		631	28497	Claims		Washington State Patrol		38.50	
		521.20 41 00 Law Enforcement Pro : 001 Current Expense							
Acct Pay#	Amount	PO's Paid							
8229	38.50								
2278 05/24/2010		631	28498	Claims		Anna Woods		150.00	
		512.50 40 00 Indigent Legal Service 001 Current Expense							
Acct Pay#	Amount	PO's Paid							
8195	150.00								

Adjustments:  
Beginning Balance: 0.00  
Revenues: 0.00  
Warrant Expenditures: 183,525.00  
Non Warrant Expenditures: 0.00  
Interfund Transfers: 0.00  
Redemptions: 0.00  
Deposits: 0.00  
Withdrawals: 0.00  
Stop Payments: 0.00

Fund	Adjustments	Beg Bal	Revenues	War Exp	N War Exp	IT In	IT Out	Stop Pmts
001 Current Expense	0.00	0.00	0.00	38,645.74	0.00	0.00	0.00	0.00
101 Streets	0.00	0.00	0.00	15,715.22	0.00	0.00	0.00	0.00
401 Electric	0.00	0.00	0.00	94,185.79	0.00	0.00	0.00	0.00
410 Water	0.00	0.00	0.00	20,535.66	0.00	0.00	0.00	0.00
411 Sewer	0.00	0.00	0.00	11,577.26	0.00	0.00	0.00	0.00
450 Storm Drain	0.00	0.00	0.00	16.95	0.00	0.00	0.00	0.00
460 Refuse Fund	0.00	0.00	0.00	2,848.38	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	183,525.00	0.00	0.00	0.00	0.00

# CHECK REGISTER

Town Of Eatonville  
MGAC #: 0578

05/10/2010 To: 05/20/2010

Time: 07:54:37 Date: 05/17/2010

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2067	05/10/2010	Payroll	632	22777	Shauna Anderson	500.00	
2113	05/13/2010	Payroll	632	22778	EFTPS 941 Tax Deposits	2,372.92	
2116	05/13/2010	Payroll	632	22779	EFTPS 941 Tax Deposits	826.01	
2121	05/20/2010	Payroll	632	22780	Thomas G Baublits	46.02	Feb 2010
2123	05/20/2010	Payroll	632	22781	Sarah Marshall	46.02	
2124	05/20/2010	Payroll	632	22782	Aaron M Bell	138.07	April 2010
2125	05/20/2010	Payroll	632	22783	Michelle Bell	92.05	April 2010
2126	05/20/2010	Payroll	632	22784	Justin Claibourn	230.12	April 2010
2127	05/20/2010	Payroll	632	22785	Spencer Gray	92.05	April 2010
2128	05/20/2010	Payroll	632	22786	Mark K Quirie	46.02	April 2010
2129	05/20/2010	Payroll	632	22787	Jerry Rule	21.02	April 2010
2130	05/20/2010	Payroll	632	22788	Sheila Dudley	46.02	April 2010
2131	05/20/2010	Payroll	632	22789	John Rivera	46.02	April 2010
2138	05/20/2010	Payroll	632	22790	William Albaitis	1,285.50	
2139	05/20/2010	Payroll	632	22791	Shauna Anderson	943.01	
2140	05/20/2010	Payroll	632	22792	Gary Armstrong	3,095.30	
2141	05/20/2010	Payroll	632	22793	William P Atkins	1,312.63	
2142	05/20/2010	Payroll	632	22794	Nicholas M Bond	988.52	
2143	05/20/2010	Payroll	632	22795	Christina M Dargan	1,302.80	
2144	05/20/2010	Payroll	632	22796	Jason Darwent	1,453.88	
2145	05/20/2010	Payroll	632	22797	Stanley Dekofski	468.15	
2146	05/20/2010	Payroll	632	22798	Miranda M Doll	1,342.98	
2147	05/20/2010	Payroll	632	22799	Sheila F Dudley	1,315.85	
2148	05/20/2010	Payroll	632	22800	Gaille C Finley	1,558.48	
2149	05/20/2010	Payroll	632	22801	Brian Goody	1,292.43	
2150	05/20/2010	Payroll	632	22802	Dexter Habeck	1,646.10	
2152	05/20/2010	Payroll	632	22803	Kathleen E Henricksen	399.67	
2153	05/20/2010	Payroll	632	22804	Edgar L Lewis	2,141.03	
2154	05/20/2010	Payroll	632	22805	Timothy Lincoln	1,648.55	
2155	05/20/2010	Payroll	632	22806	Kathy Linnemeyer	1,453.64	
2156	05/20/2010	Payroll	632	22807	Carl Lucas	458.73	
2157	05/20/2010	Payroll	632	22808	Chrystal Mcglone	2,188.30	
2158	05/20/2010	Payroll	632	22809	Jason L Mcguire	1,534.79	
2159	05/20/2010	Payroll	632	22810	Steve Mckasson	1,438.50	
2160	05/20/2010	Payroll	632	22811	Fredrick Mercer	1,457.77	
2161	05/20/2010	Payroll	632	22812	Terrance W Moore	1,613.11	
2162	05/20/2010	Payroll	632	22813	Gronn Morgan	1,480.33	
2163	05/20/2010	Payroll	632	22814	Kerri Murphy	1,426.35	
2164	05/20/2010	Payroll	632	22815	Tera L Pine	1,205.69	
2165	05/20/2010	Payroll	632	22816	Mike Schaub	394.36	
2166	05/20/2010	Payroll	632	22817	Raymond Harper	597.87	
2169	05/20/2010	Payroll	632	22818	Gary Sokol	1,575.18	
2170	05/20/2010	Payroll	632	22819	Nestor N Sundita	1,883.33	
2171	05/20/2010	Payroll	632	22820	Mike W Tiller	2,118.49	
2172	05/20/2010	Payroll	632	22821	Johnny Wade	1,652.59	
2173	05/20/2010	Payroll	632	22822	Steven Watton	1,725.67	
2174	05/20/2010	Payroll	632	22823	AWC	18,099.77	05/20/2010 To 05/20/2010 - AWC
2175	05/20/2010	Payroll	632	22824	EFTPS 941 Tax Deposits	15,174.11	941 Deposit For 05/20/2010 - 05/20/2010
2176	05/20/2010	Payroll	632	22825	IBEW Local 483	728.11	05/20/2010 To 05/20/2010 - Ibew
2177	05/20/2010	Payroll	632	22826	WA Dept Retirement Systms	6,647.75	05/20/2010 To 05/20/2010 - Pers 3; 05/20/2010 To 05/20/2010 - Leoff 2; 05/20/2010 To 05/20/2010 - Pers 2
2178	05/20/2010	Payroll	632	22827	WA Dept Retirement Systms Deferred Comp	717.50	05/20/2010 To 05/20/2010 - Deferred Comp
2189	05/17/2010	Payroll	632	22828	Town Of Eatonville	40.00	Watton Restitutuon

# CHECK REGISTER

Town Of Eatonville  
MGAC #: 0578

05/10/2010 To: 05/20/2010

Time: 07:54:37 Date: 05/17/2010  
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>
		001	Current Expense			69,373.82	
		101	Streets			1,581.90	
		401	Electric			12,897.51	
		410	Water			3,830.17	
		411	Sewer			3,705.21	
		450	Storm Drain			920.55	
						<hr/>	
							Claims: 0.00
						92,309.16	Payroll: 92,309.16

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

05/14/2010 To: 05/14/2010

Time: 16:20:11 Date: 05/14/2010  
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2185	05/14/2010	Claims	631	28448	Forrest Coleman	7,000.00	
2186	05/14/2010	Claims	631	28449	Rock City, LLC	7,500.00	Sewer Easement
411 Sewer						14,500.00	
						<hr/>	Claims: 14,500.00
						14,500.00	Payroll: 0.00

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Civil Service \_\_\_\_\_

# CHECK REGISTER

Town Of Eatonville  
MGAC #: 0578

05/24/2010 To: 05/24/2010

Time: 14:10:29 Date: 05/19/2010  
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2230	05/24/2010	Claims	631	28450	Airgas Norpac	165.59	
2231	05/24/2010	Claims	631	28451	Alpine Products, Inc	536.65	
2232	05/24/2010	Claims	631	28452	Anderson Bjornstad Kane Jacobs	6,750.00	
2233	05/24/2010	Claims	631	28453	Associated Petroleum	1,864.15	
2234	05/24/2010	Claims	631	28454	B & G Plumbing	2,573.69	
2235	05/24/2010	Claims	631	28455	Bonneville Power Admin	62,491.00	
2236	05/24/2010	Claims	631	28456	Brown & Kysar Inc	1,661.00	
2237	05/24/2010	Claims	631	28457	CAB Solutions LLC	212.00	
2238	05/24/2010	Claims	631	28458	CPS Human Resource Services	433.40	
2239	05/24/2010	Claims	631	28459	Canon Financial Services	210.80	9991385
2240	05/24/2010	Claims	631	28460	Cascade Columbia Distribution Co	1,526.05	
2241	05/24/2010	Claims	631	28461	Databar Incorporated	948.08	
2242	05/24/2010	Claims	631	28462	Dexter Habeck	55.70	
2243	05/24/2010	Claims	631	28463	Drain-Pro Inc	598.30	
2244	05/24/2010	Claims	631	28464	Eatonville - Utilities	11,436.75	
2245	05/24/2010	Claims	631	28465	EnCo Environmental Corporation	3,752.43	
2246	05/24/2010	Claims	631	28466	City Of Fife	2,414.24	
2247	05/24/2010	Claims	631	28467	Gary Armstrong	331.00	
2248	05/24/2010	Claims	631	28468	Golder Associates Inc	13,139.24	
2249	05/24/2010	Claims	631	28469	HD Supply Utilities	65.11	
2250	05/24/2010	Claims	631	28470	Key Bank	825.44	
2251	05/24/2010	Claims	631	28471	Large Trk Rpr Jh	293.28	
2252	05/24/2010	Claims	631	28472	Mountain Mist	98.59	
2253	05/24/2010	Claims	631	28473	North Coast Electric Co Cel	91.63	
2254	05/24/2010	Claims	631	28474	PLCS Inc.	11,500.00	
2255	05/24/2010	Claims	631	28475	Pierce Co Budget Finance	277.00	
2256	05/24/2010	Claims	631	28476	Pierce County Refuse	819.21	
2257	05/24/2010	Claims	631	28477	Pierce County Refuse	97.02	
2258	05/24/2010	Claims	631	28478	Pitney Bowes Purchase Power	618.99	
2259	05/24/2010	Claims	631	28479	Post Net	77.88	
2260	05/24/2010	Claims	631	28480	Power & Tel	22,132.49	
2261	05/24/2010	Claims	631	28481	Quill Corp	314.57	
2262	05/24/2010	Claims	631	28482	Rainier Connect	2,112.55	
2263	05/24/2010	Claims	631	28483	Riipinen Surveying Inc.	310.00	
2264	05/24/2010	Claims	631	28484	SBS Leasing A Program Of De Lage	276.45	
2265	05/24/2010	Claims	631	28485	Sharp Electronics Corporation	92.64	
2266	05/24/2010	Claims	631	28486	Shell Fleet Processing Center	204.61	
2267	05/24/2010	Claims	631	28487	Siemens Water Technologies	190.00	
2268	05/24/2010	Claims	631	28488	Stericycle	20.70	
2269	05/24/2010	Claims	631	28489	System Design West, LLC	352.42	EA0510
2270	05/24/2010	Claims	631	28490	Systems For Public Safety	468.34	
2271	05/24/2010	Claims	631	28491	Tygris Vendor Finance, Inc	288.83	
2272	05/24/2010	Claims	631	28492	US Bank	4,901.07	Tim Lincoln; Mike Tiller; William Albaitis; William Atkins; Steve McKasson; Gary Armstrong; Nestor Sundita; Sheila Dudley; Dexter Habeck
2273	05/24/2010	Claims	631	28493	Verizon Wireless	143.68	
2274	05/24/2010	Claims	631	28494	WA Dept Of Revenue	11,127.21	
2275	05/24/2010	Claims	631	28495	WA Dept Of Transportation	451.22	
2276	05/24/2010	Claims	631	28496	WH Pacific, Inc	14,085.50	
2277	05/24/2010	Claims	631	28497	Washington State Patrol	38.50	
2278	05/24/2010	Claims	631	28498	Anna Woods	150.00	

001 Current Expense	38,645.74
101 Streets	15,715.22
401 Electric	94,185.79
410 Water	20,535.66
411 Sewer	11,577.26
450 Storm Drain	16.95

# CHECK REGISTER

Town Of Eatonville

MGAC #: 0578

05/24/2010 To: 05/24/2010

Time: 14:10:29 Date: 05/19/2010

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		460 Refuse Fund				2,848.38	
						<u>183,525.00</u>	Claims: 183,525.00
							Payroll: 0.00

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

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James Valentine \_\_\_\_\_

Civil Service \_\_\_\_\_

**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**

**WHEREAS;** the Eatonville Municipal Code includes separate chapters specific to the Town Clerk, Treasurer, Municipal Court and Fire Department; and

**WHEREAS;** there is no code chapter relating to the Police Department; and

**WHEREAS;** the position of the Police Chief, like the positions of the Clerk and other department heads, are established in state law and so should be addressed in a separate chapter in the code; and

**WHEREAS,** the Town Council also desires to create a new position of a full time Deputy Chief position in the Police Department and to describe the duties of such position; now, therefore,

THE TOWN COUNCIL OF THE TOWN OF EATONVILLE ORDAINS AS FOLLOWS:

**Section 1.** A new chapter 2.29 is hereby added to the Eatonville Municipal Code, entitled "Police Department," which shall read as follows:

**Chapter 2.29  
POLICE DEPARTMENT**

**2.29.010. Police Chief, Powers and Duties.** The police chief, under the direction of the mayor, is head of the Town's Police Department and shall have the responsibilities as set forth herein and in state law, RCW 35.27.240. The eligibility requirements for the police chief are as set forth in RCW 35.21.333. Before making any appointment in the office of chief of police, the Town shall complete a background investigation, as required by RCW 35.21.334. The duties of the police chief are as follows:

1. Carries out supervisory responsibility in accordance with Town of Eatonville policies, procedures and applicable laws including: interviewing, hiring and training, planning, assigning and directing work; appraising performance; rewarding and disciplining members; addressing complaints and resolving problems.

2. Plans long-range goals, objectives, organizational structure, and overall direction for the Eatonville Police Department.

3. Monitors, reviews, and communicates the implementation phases of the Eatonville Police Department's strategic plans to ensure that long range goals and objectives are met.

4. Plans and implements short-term or annual goals, objectives, and strategies for the Eatonville Police Department to ensure efficient organization and completion of work.

5. Plans, allocates, and monitors time, people, equipment, and other resources for the Town of Eatonville to ensure efficient organization and completion of work.

6. Plans for the staffing needs of the Eatonville Police Department, coordinates the hiring process, and is responsible for the assignment of all Eatonville Police Department personnel.

7. Plans, coordinates, assign and monitor performance and coaches, counsels, mentors, trains, and advise members in Eatonville Police Department for the dual goals of meeting Eatonville Police Department goals and member career development.

8. Confers with the Town of Eatonville Administration to keep them informed on key issues and progress toward objectives and to gain their support and approval; makes recommendations to assist the Administration in making needed improvements.

9. Signs official and other documents to approve or ensure information adequacy, accuracy, and legitimacy.

10. Maintains and upgrades professional knowledge, skills, and development by attending seminars and training programs and reading trade and professional journals and publications.

11. Supervises special assignments as requested, to include researching and preparing reports and projects, developing and implementing programs, and presenting technical data to administration, elected officials, and others.

12. Represents the Town of Eatonville at various functions such as making speeches at civic and business associations, meeting with influential persons within the community, developers, officials, citizens, and representatives of the press, to establish goodwill and resolve/respond to issues.

13. Collects, analyzes, recommends, and reports on data concerning budget preparation, grant administration, personnel analysis, etc.

14. Secures, justifies, and monitors use of budgetary monies and capital.

15. Operates assigned vehicle in accordance with all applicable laws and regulations.

**2.29.020 Deputy Police Chief, Powers and Duties.** The deputy police chief shall be appointed by the Mayor. The duties of the deputy police chief shall be on file with the Town Clerk and maintained, as set forth in EMC Section 2.30.010.

**Section 2. Deputy Police Chief Job Description.** The job description for the Deputy Chief of the Police Department is attached as Exhibit A, which is incorporated herein as if fully set forth. This job description shall be filed with the Town Clerk and maintained as set forth in EMC Section 2.30.010.

**Section 3. Severability.** If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

**Section 4. Effective Date.** This ordinance shall take effect and be in full force five (5) days after publication of a summary, consisting of the title.

**PASSED** by the Town Council and approved by the Mayor of the Town of Eatonville, Washington, at a regular meeting thereof this 24 day of May, 2010.

ATTEST:

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

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

APPROVED AS TO FORM:

---

Carol Morris, Town Attorney

## **JOB DESCRIPTION / DEPUTY CHIEF**

Division: Patrol  
Probation: 1 year  
Employment Status: Full-time  
Work Hours: Consistent with current members contract language

Civil Service Status: NONE  
Status: Exempt  
Reports To: CHIEF OF POLICE  
Supervises: Lieutenants- Sergeants - Patrol  
Salary: 4805/month-5513/month

### **INVOLVEMENT**

Command  
Community Relations  
Patrol

Investigations  
Miscellaneous  
Court

### **JOB SUMMARY**

Under Chief of Police's supervision, commands, plans, coordinates and directs the activities of a division/project of the Eatonville Police Department involving a wide range of administrative functions and programs or general policing duties performed to protect life and property, enforce laws and ordinances, and preserve order within the community. Establishes and maintains programs and relationships for community policing.

### **ESSENTIAL FUNCTIONS**

(All responsibilities may not be performed by all incumbents.)

With or without accommodations, must be able to:

1. Get along well with others,
2. Have regular and predictable attendance,
3. Exercise rational judgment and control of emotions when responding to emergencies.
4. Self-initiate work priorities and work independent of direct supervision
5. Protect the general safety of the public,
6. Drive emergency vehicles under stressful conditions,
7. Conduct physical apprehensions and arrests and of resistive and/or fleeing, and often, dangerous suspects.
8. Be loyal by affirmatively promoting the mission, goals, objectives, and directives of the Chief of Police.

### **GENERAL DUTIES AND RESPONSIBILITIES**

1. Carries out supervisory responsibility in accordance with Eatonville Police Department policies, procedures and applicable laws, including: assisting with the hiring and selection process; coordination of training for assigned personnel; planning, assigning and directing work; appraising performance; recognition and discipline of assigned members; addressing complaints and resolving problems.

2. Assists the Chief of Police in the planning of long-range goals, objectives, organizational structure, and overall direction for the Eatonville Police Department.
3. Monitors, reviews, and communicates the implementation phases of the Eatonville Police Department's strategic plans to ensure that long range goals and objectives are met.
4. Monitors the activities of assigned work unit and subordinates, maintains frequent contact, interviewing members, may periodically accompany members in the field to observe work techniques and working relationships with other members and the public; provides feedback, instruction, and implements corrective action as required.
5. May be assigned to major staff project/program to improve the efficiency of the Eatonville Police Department.
6. Represents the Police Department at various functions such as making speeches at civic and business associations, meeting with members of the community, other public officials, and representatives of the press to establish goodwill and resolve/respond to issues.
7. Develops, communicates, and monitors policies, procedures, and standards for the Eatonville Police Department; recommends improvements when necessary.
8. Secures, justifies, and monitors use of budgetary monies and capital for assigned area of responsibility.
9. Disseminates information to the community, other agencies, and outside jurisdictions as required or requested by the Chief of Police.
10. Enforces all applicable Town of Eatonville, county, state and federal laws.
11. May respond to major crime scenes or emergency events as required; supervises police activities at the scene until relieved by the Police Chief or appropriate police division personnel.
12. Uses oral communication skills to testify in a courtroom setting or other legal proceeding to ensure that complete and correct information is related to all participants.
13. Orally communicates with the public, fellow members and supervisors to a degree that complete understanding is accomplished.
14. Reviews all reports, evidence, and notes related to an investigation to allow for knowledgeable courtroom/administrative hearing testimony.
15. Operates assigned vehicle in accordance with all applicable laws and regulations.
16. Demonstrates proficiency in the use of all issued equipment.
17. Provides information, advice, feedback, or assistance to others within the Eatonville Police Department to refine work outputs or resolve problems.
18. Confers with the Chief of Police to keep him informed on key issues and progress toward objectives and to gain support and approval; makes recommendations to assist the Chief of Police in making needed improvements.
19. Collaborates, persuades, and negotiates with others outside own work area to coordinate efforts and maintain cooperative and efficient relations.
20. Attends in-service and specialized training as assigned by the Chief of Police.
21. Plans and implements short term or annual goals, objectives, and strategies for the Eatonville Police Department, project, or division to ensure efficient organization and completion of work.
22. Plans, allocates, and monitors time, people, equipment, and other resources for the Eatonville Police Department to ensure efficient organization and completion of work.
23. Plans, coordinates, assigns, and monitors performance and coaches, counsels, mentors, trains, and advises members in division of the dual goals of meeting Eatonville Police Department goals and member career development.
24. Prepares comprehensive reports relative to work activity of the division, transmits policies and prepares and issues procedures and other related directives.
25. Through supervisors, ensures that assigned division personnel have their uniforms, equipment, and vehicles in compliance with Eatonville Police Department regulations. Ensure that Eatonville Police Department facilities are secure, safe, and clean.
26. Acts as superior, in his/her absence, for temporary period of time.

27. Performs other related duties as assigned.

### **MATERIALS AND EQUIPMENT USED**

1. Vehicle
2. Communication Equipment
3. Computer
4. Firearms
5. Protective and Safety Equipment
6. Speed Detection Systems
7. Specialized/Technical Equipment
8. Chemical/Impact Weapons
9. General Office Equipment

### **MINIMUM QUALIFICATIONS**

1. High School diploma or GED
2. Six months of service at the level of Lieutenant or equivalent for the Town of Eatonville of Washington State.
3. Five years minimum experience in law enforcement
4. Successfully complete Executive Leadership Training in Management & Administration through the W.S.C.J.T.C. within one year of appointment.
5. Washington State Certified Peace Officer
6. Valid Washington State Driver's License
7. CPR and First Aid Certified

### **REQUISITE JOB KNOWLEDGE**

1. Administration of staff and activities, either directly or through subordinate supervision.
2. Methods and techniques of research, statistical analysis and report presentation.
3. Local, state and federal laws and current Town of Eatonville ordinances.
4. Judicial system, operation and procedures for criminal prosecution.
5. Laws pertaining to citizen disputes and domestic violence.
6. Laws of Arrest, Search, and Seizure.
7. Legal limitations of members' authority and the limits and requirements in use of force.
8. First Aid procedures and equipment.
9. Suspect/victim/witness interview and interrogation concepts, principles and practices.
10. Eatonville Police Department policies and standard operating procedures.
11. Public relations techniques for handling calls for service or complaints.
12. Crime scene procedures.
13. Basic crime prevention techniques.
14. Basic budgetary principles and practices.
15. Defensive tactics to protect self and others.
16. Proper arrest and suspect apprehension techniques.
17. Crime patterns, current crime spots, and potential problem areas in the Town of Eatonville of Washington State.
18. Record keeping, report preparation, filing methods and records management techniques.
19. Correct English usage, including spelling, grammar, punctuation, and vocabulary.
20. Standard business arithmetic, including percentages and decimals.
21. Applicable state, federal and local laws, rules and regulations.
22. Computer applications related to the work.

## **REQUISITE SKILLS**

1. Skilled in the use and operation of all assigned equipment to include: police vehicle, emergency equipment, firearms, restraint devices, technical equipment and basic first aid equipment.
2. Preparing clear and concise reports, correspondence and other written materials.
3. Organizing work, setting priorities, meeting critical deadlines, and following up assignments with a minimum of direction.
4. Applying logical thinking to solve problems or accomplish tasks; to understand, interpret and communicate complicated policies, procedures and protocols.
5. Using tact, discretion, initiative and independent judgment within established guidelines.
6. Researching, compiling, and summarizing a variety of informational and statistical data and materials.
7. Communicating clearly and effectively, orally and in writing.
8. Planning, organizing, assignment, directing, reviewing and evaluating the work of staff.

## **REQUISITE MENTAL ABILITIES**

1. Ability to mediate disputes between diverse groups of people.
2. Ability to be articulate while testifying in court or other legal proceedings.
3. Ability to motivate subordinate personnel to increase job performance.
4. Ability to understand and carry out oral and written instructions, giving close attention to detail and accuracy.
5. Ability to read and interpret documents such as the Washington State Criminal and Traffic Code, Contracts, member working agreements, safety rules, operation and maintenance instructions, procedures manuals, and so forth.
6. Ability to write reports, correspondence, procedure manuals.
7. Ability to compute ratios and percentages and interpret bar graphs.
8. Ability to interpret a variety of instructions in written, oral, diagram or schedule form.
9. Ability to speak effectively before groups of members.
10. Ability to speak effectively before public groups and respond to questions.
11. Ability to read, analyze and interpret professional periodicals and journals, technical procedures and government regulations.
12. Ability to define problems collect data, establish facts and draw valid conclusions.
13. Ability to instruct and train individuals in general duty police work.
14. Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
15. Ability to perform essential job functions of the Police Officer class specification when necessary.
16. Ability to use physical strength of arms and legs to climb up and over or to jump over, across, ascend, or descend large obstacles.
17. Ability to pursue suspects on foot for a sustained period while bearing duty equipment.
18. Ability to subdue suspects in a physical confrontation bearing duty equipment.
19. Ability to push or pull self through openings of varying nature by using the necessary upper or lower body strength of the arms or legs.
20. Ability to drag, push, pull, lift or carry heavy objects or persons; move heavy equipment, rescue individuals, restrain suspects or victims, and drag persons away from dangerous situations or respond to incidents.
21. Ability to run up or down stairways or respond to other incidents.

22. While performing the essential functions of this job the member is frequently required to stand, walk, run, drive, sit, use hands to finger, handle, or feel, talk or hear, and lift and/or move up to 50 pounds.

23. While performing the essential functions of this job the member is occasionally required to lift and/or move more than 100 pounds.

#### **WORKING CONDITIONS (DEPENDING ON AREA OF ASSIGNMENT)**

1. While performing the essential functions of this position the member is periodically exposed to outdoor weather conditions.

2. While performing the essential functions of this position the member is occasionally exposed to work near moving mechanical parts, work in high precarious places, fumes or airborne particles, toxic or caustic chemicals, and supervises calls dealing with explosives.

3. Exposure to unknown and dangerous conditions such as intoxicated or violent arrestees and life threatening situations such as armed and/or violent arrestees.

4. Exposure to unknown health conditions from contacts with individuals or animals with contagious and communicable diseases.

5. Occasional exposure of work time to hazardous situations which involve armed or physically violent persons, handling mentally or emotionally disturbed persons.

6. Working time may require irregular hours and shifts, voluntary and non-voluntary overtime may be necessary at times, as well as being called back to duty on short notice.

7. The incumbent's working conditions are typically moderately quiet.

8. At emergency and training scenes, the incumbent's working conditions may be moderately loud.

#### **CAUSE FOR REMOVAL**

The incumbent may be removed with or without personal fault to a lower level position. Economic conditions that cause reductions in work force, the member's inability to attend regularly to work, and a failure to perform competently on any of the essential functions of the position or consistently failing to perform competently on regular duties and tasks are among the major reasons for job removal without fault. Failures to uphold the mission of the Eatonville Police Department, committing gross acts of disloyalty, and not complying with preconditions for original employment are major reasons for termination with fault. Requiring excessive amounts supervisory counseling and/or remedial training are among major reasons for termination with or without fault. The listed factors are not an exclusive list of the grounds upon which termination may occur.

NOTE: This class specification should not be interpreted as all inclusive. It is intended to identify the essential functions and requirements of this class. Incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this description. Any essential function or requirement of this class will be evaluated as necessary should an incumbent/applicant be unable to perform the function or requirement due to a disability as defined by the American with Disabilities Act (ADA). Reasonable accommodations for the specific disability will be made for the incumbent/applicant when possible.

## **JOB DESCRIPTION / CHIEF OF POLICE**

Division: Patrol  
Probation: 1 year  
Employment Status: Full-time  
Work Hours: Consistent with current members contract language

Civil Service Status: NONE  
Status: Exempt  
Reports To: Mayor  
Supervises: Deputy Chief, Lieutenants-Patrol  
Salary: 5218-5991/month

## **JOB SUMMARY**

The Chief of Police is the Chief Executive Officer of the Eatonville Police Department.

Manages, directs and supervises all operational and administrative units of the, maintains operational readiness of all units, disciplines, and provides leadership to personnel.

## **ESSENTIAL JOB FUNCTIONS**

With or without accommodations, must be able to:

1. Get along well with local officials,
2. Have regular and predictable attendance,
3. Ensure the general safety of the public,
4. Drive emergency vehicles under stressful conditions,
5. Qualify with firearms and other offensive and defensive weapons,
6. Use physical force to control and arrest law violators,
7. Exercise rational judgment in administrative and operational decisions, and
8. Maintain the confidence and trust of the general citizenry and community leaders.

## **GENERAL DUTIES AND RESPONSIBILITIES**

1. Carries out supervisory responsibility in accordance with Town of Eatonville policies, procedures and applicable laws including: interviewing, hiring and training, planning, assigning and directing work; appraising performance; rewarding and disciplining members; addressing complaints and resolving problems.
2. Plans long-range goals, objectives, organizational structure, and overall direction for the Eatonville Police Department.
3. Monitors, reviews, and communicates the implementation phases of the Eatonville Police Department's strategic plans to ensure that long range goals and objectives are met.
4. Plans and implements short-term or annual goals, objectives, and strategies for the Eatonville Police Department to ensure efficient organization and completion of work.
5. Plans, allocates, and monitors time, people, equipment, and other resources for the Town of Eatonville to ensure efficient organization and completion of work.
6. Plans for the staffing needs of the Eatonville Police Department, coordinates the hiring process, and is responsible for the assignment of all Eatonville Police Department personnel.
7. Plans, coordinates, assigns and monitors performance and coaches, counsels, mentors, trains, and advises members in Eatonville Police Department for the dual goals of meeting Eatonville Police Department goals and member career development.
8. Confers with the Town of Eatonville Administration to keep them informed on key issues and progress toward objectives and to gain their support and approval; makes recommendations to assist the Administration in making needed improvements.

9. Signs official and other documents to approve or ensure information adequacy, accuracy, and legitimacy.
10. Maintains and upgrades professional knowledge, skills, and development by attending seminars and training programs and reading trade and professional journals and publications.
11. Supervises special assignments as requested, to include researching and preparing reports and projects, developing and implementing programs, and presenting technical data to administration, elected officials, and others.
12. Represents the Town of Eatonville at various functions such as making speeches at civic and business associations, meeting with influential persons within the community, developers, officials, citizens, and representatives of the press, to establish goodwill and resolve/respond to issues.
13. Collects, analyzes, recommends, and reports on data concerning budget preparation, grant administration, personnel analysis, etc.
14. Secures, justifies, and monitors use of budgetary monies and capital.
15. Operates assigned vehicle in accordance with all applicable laws and regulations.

### **MATERIAL AND EQUIPMENT USED**

1. Vehicle
2. Computer
3. Protective and Safety Equipment
4. Communications Equipment
5. Firearms
6. Office and Technical Equipment

### **MINIMUM QUALIFICATION**

1. Washington State Certified Peace Officer
2. High school diploma or GED, college preferable.
3. 10 Years Law Enforcement experience
4. One or more years continuous experience at the rank of Lieutenant.
5. Successful completion of First Level Supervision and Middle Management classes accredited through the W.S.C.J.T.C.
6. Valid Washington Driver's License

### **PHYSICAL ABILITIES**

Notice: An individual who poses a direct threat to the health and safety of others in the workplace will be deemed not qualified for this position.

With or without accommodations, the incumbent must have the:

1. Ability to see and accurately identify and distinguish between colors,
2. Ability to accurately identify and distinguish between the smell of different materials, or chemicals,
3. Possess good hearing in order to hear sirens, alarms, the human voice, and to accurately identify and distinguish between inputs from short or long ranges, and clearly hear radio messages,
4. Possess an audible voice for in-person and radio communications,
5. Possess sufficient body strength in order to perform normal duties of the position, and
6. Ability to sit, stand, stoop and bend, and walk about.

## **REQUISITE JOB KNOWLEDGE**

1. Principles and practices of police operations and administration management theory and techniques.
2. Criminal, civil liability and constructional law.
3. Recordkeeping, report preparation, filing methods and records management techniques.
4. Correct English usage, including spelling, grammar, punctuation, and vocabulary.
5. Basic budgetary principles and practices.
6. Administration principles and practices, including goal setting and program budget development and implementation.
7. Administration of staff and activities, either directly or through subordinate supervision.
8. Applicable state, federal local, and Town of Eatonville laws, ordinances, rules and regulations.

## **REQUISITE SKILLS**

1. Using tact, discretion, initiative and independent judgment within established guidelines.
2. Analyzing and resolving office administrative situations and problems.
3. Researching, compiling, and summarizing a variety of informational and statistical data and materials.
4. Organizing work, setting priorities, meeting critical deadlines, and following up assignments with a minimum of direction.
5. Communicating clearly and effectively, orally and in writing.
6. Planning, organizing, assigning, directing, reviewing and evaluating the work of staff.
7. Selecting and motivating staff and providing for their training and professional development.
8. Preparing clear and concise reports, correspondence, and other written materials.

## **REQUISITE MENTAL ABILITIES**

1. Ability to maintain required certifications.
2. Ability to read and interpret documents such as Washington Criminal and Traffic Codes, Contracts, member Bargaining Agreements, Legal Rulings, safety rules, procedure manuals, and so forth.
3. Ability to write reports, correspondence, procedure manuals.
4. Ability to speak effectively before groups of members and public groups and respond to questions.
5. Ability to read, analyze and interpret professional periodicals and journals, technical procedures and government regulations.
6. Ability to add, subtract, multiply and divide whole numbers, common fractions and decimals.
7. Ability to compute ratios and percentages and interpret bar graphs.
8. Ability to work with mathematical concepts such as probability and statistical inference.
9. Ability to interpret a variety of instructions in written, oral, diagram or schedule form.
10. Ability to define problems, collect data, establish facts and draw valid conclusions.
11. Ability to perform essential job functions of the Police Officer class specification when necessary.
12. Ability to use physical strength of arms and legs to climb up and over or to jump over, across, ascend, or descend large obstacles.
13. Ability to pursue suspects on foot for a sustained period.
14. Ability to subdue suspects in a physical confrontation.
15. Ability to drag, push, pull, lift or carry heavy objects or persons; rescue individuals, restrain suspects or victims, and drag persons away from dangerous situations or respond to incidents.

16. Ability to run up or down stairways or respond to other incidents.
17. While performing the essential functions of this job the member is frequently required to stand, walk, drive, sit, use hands to finger, handle, or feel, climb or balance, and talk or hear. Occasionally required to run and lift and/or move more than 100 pounds.

### **WORK CONDITIONS**

1. While performing the essential functions of this position the member is occasionally exposed to outdoor weather conditions.
2. While performing the essential functions of this position the member is occasionally exposed to work near moving mechanical parts, work in high precarious places, fumes or airborne particles, toxic or caustic chemicals, and supervises calls dealing with explosives.
3. Occasional exposure to unknown and dangerous conditions such as intoxicated or violent arrestees, and life-threatening situations such as armed and/or violent arrestees.
4. May be exposed to unknown health conditions due to contact with individuals with contagious or communicable diseases.
5. The incumbent's working conditions are typically moderately quiet.
6. During emergency or training, working conditions may be moderately loud.

I. NOTE: This class specification should not be interpreted as all inclusive. It is intended to identify the essential functions and requirements of this class. Incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this description. Any essential function or requirement of this class will be evaluated as necessary should an incumbent/applicant be unable to perform the function or requirement due to a disability as defined by the American with Disabilities Act (ADA). Reasonable accommodations for the specific disability will be made for the incumbent/applicant when possible.

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INTEROFFICE MEMORANDUM

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**TO:** TOWN COUNCIL  
**FROM:** CHRYSTAL MCGLONE, TOWN CLERK  
**SUBJECT:** ORDINANCE 2010-10  
**DATE:** 5/19/2010  
**CC:** MAYOR HARPER, ADMINISTRATOR ARMSTRONG

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Please find attached Ordinance 2010-10 amending the 2010 budget to include revenues from donations and grants not anticipated at the time the budget was developed and adopted. We have included the expenditure portion as well. I have pulled the numbers from the Washington State Department of Transportation reimbursement requests for the ARRA Downtown Plaza for the purpose of amending the Streets Fund.

After Council has approved the amendment I will amend the budget and put the amended copies in your boxes. We will do another budget amendment close to December if needed. I am anticipating a Council workshop at the last meeting in June to take a look at the 2010 budget at the halfway point and in preparation for the 2011 Budget. Mayor Harper is planning a Council Budget Retreat in August after the AWC Budget Class.

**ORDINANCE No. 2010-10  
AN ORDINANCE AMENDING THE 2010 BUDGET  
OF THE TOWN OF EATONVILLE,  
AS ADOPTED BY ORDINANCE NO 2009-20.**

**WHEREAS**, the Town of Eatonville adopted the 2010 budget in final form by Ordinance No. 2009-20 on the 14th day of December, 2009; and

**WHEREAS**, subsequent thereto it has become necessary for the Town to amend said ordinance because of revenues and expenditures of same, which could not reasonably have been foreseen at the time of adopting said budget; and

**WHEREAS**, said expenditures are not one of the emergencies specifically enumerated in RCW 35.33.081; and

**WHEREAS**, the Town is desirous of amending its budget pursuant to RCW 35.33.091; and

**WHEREAS**, the Town introduced said budget amendment on the 24th day of May, 2010, pursuant to RCW 35.33.091.

**NOW THEREFORE, be it ordained by the Council of the Town of Eatonville, Washington:**

**Section 1.** The following accounts contained in the 2010 budget are hereby amended as set forth below:

**REVENUES**

<u>Current Exp 001</u>	<u>Current Budget</u>	<u>This Amendment</u>	<u>New Total</u>
Little Mashell Donation 367 12 00 02	\$0	\$50,000.00	\$50,000.00
RTC Blanchard Don 367 12 00 03	\$0	\$221,607.00	\$221,607.00
<b>Fund 001 Total</b>		\$271,607.00	
<u>Streets 101</u>	<u>Current Budget</u>	<u>This Amendment</u>	<u>New Total</u>
ARRA Downtown Plaza 331 03 60 01	\$0	\$600,845.82	\$600,845.82
<b>Fund 101 Total</b>		\$580,203.60	

**EXPENDITURES**

<u>Current Exp 001</u>	<u>Current Budget</u>	<u>This Amendment</u>	<u>New Total</u>
RTC Blanchard Don 594 79 63 01	\$0	\$221,607.00	\$221,607.00
Koch Pedestrian Bridge 594 79 62 01	\$230,000.00	\$50,000.00	\$280,000.00
<b>Fund 001 Total</b>		<b>\$271,607.00</b>	
<u>Streets 101</u>	<u>Current Budget</u>	<u>This Amendment</u>	<u>New Total</u>
ARRA Downtown Plaza 595 42 62 01	\$0	\$600,845.82	\$600,845.82
<b>Fund 101 Total</b>		<b>\$600,845.82</b>	

**Section 2.** The budget for the year 2010 is amended to provide for the changes outlined above, and a complete copy of the amended budget of the town is filed in the office of the Town Clerk.

**Section 3.** The Town Clerk is hereby directed to transmit this supplemental budget to the State Auditor's Office and to the Association of Washington Cities.

**Section 4.** This ordinance shall become effective after its passage by the Council, approval, and publication as required by law.

**PASSED BY THE TOWN COUNCIL OF THE TOWN OF EATONVILLE** at a regular meeting thereof this 24 day of May, 2010.

APPROVED:

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

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Carol A Morris, Town Attorney

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

**ORDINANCE NO. 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 TO THE EATONVILLE MUNICIPAL CODE.**

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WHEREAS, the presence of public nuisances has a detrimental affect on the health safety and welfare of the community; and

WHEREAS, the presence of junk or inoperable vehicles on either public or private property within the Town present inherent safety and health concerns; and

WHEREAS, an exemption from the application of 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; and (THIS IS NOT SOMETHING THAT EATONVILLE HAS TO DO- THIS IS WHAT GIG HARBOR DECIDED)

WHEREAS, no exemption is available for vehicle restoration on vacant property, as such activity is either not associated with any primary use of the property, or in those zones where vehicle restoration is allowed, the necessary facilities must also be available for restoration to take place; and

WHEREAS, the legislature of the State of Washington allows cities to abate abandoned or junk vehicles as nuisances, in accordance with RCW 46.55.240;

WHEREAS, the Town's existing chapter 8.09 regulating Junk Vehicles is outdated and does not fulfill new statutory requirement;

WHEREAS, RCW 46.55.240 requires that the Town include certain statutory provisions in any local ordinance; NOW, THEREFORE,

**THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, WASHINGTON, ORDAINS AS FOLLOWS:**

Section 1. Chapter 8.09 of the Eatonville Municipal Code is hereby repealed.

Section 2. A new Chapter 8.09 is hereby added to the Eatonville Municipal Code, which shall read as follows:

**Chapter 8.09  
JUNK VEHICLES**

Sections:

8.09.010	Purpose.
8.09.020	Definitions
8.09.030	Exemption
8.09.040	Nuisance declared, violations
8.09.050	Enforcement
8.09.060	Investigation and notice of violation
8.09.070	Time to comply
8.09.080	Hearing
8.09.090	Municipal Court Order
8.09.100	Removal and Disposal - Costs
8.09.110	Civil penalties
8.09.120	Additional relief

**8.09.010 Purpose.**

The purpose of this ordinance is to provide for the abatement and removal of junk vehicles on private property as provided for in RCW 46.55.240. Abatement is necessary to preserve and enhance the aesthetic character of the Town's neighborhoods, protect property values and rights and to reduce environmental health, and safety problems associated with junk vehicles.

**8.09.020 Definitions.**

For the purposes of this chapter, the following definitions apply:

A. "Junk Vehicle" is any vehicle which meets at least three of the following criteria:

1. Is three years old or older;
2. Is extensively damaged, such damage including, but not limited to the following examples:
  - a. broken window or windshield
  - b. flat tires
  - c. missing tires, motor or transmission
  - d. rusted exterior;
  - e. leaking oil or gasoline;
3. Is apparently inoperable, meaning that a vehicle does not appear to comply with requirements for vehicles used on public streets with regard to brakes, lights, tires, safety glass or other safety equipment;
4. Has expired license tabs;
5. Has an approximate fair market value equal only to the approximate value of the scrap in it;
6. A vehicle illegally parked in the required front or side yard.

B. "Enforcement Officer" means the Town Administrator, his or her designee, representative or a TOWN OF EATONVILLE law enforcement official.

C. "Vehicle" shall include, but not be limited to, automobiles, motorcycles, trucks, buses, motorized recreational vehicles, campers, travel trailers, boat trailers, utility trailers, or other similar devices capable of moving or being moved on the public right-of-way, and shall also include parts of Vehicles, but shall not include devices moved by human or animal power, or used exclusively upon stationary rails or tracks.

#### **8.09.030 Exemptions.**

The provisions of this ordinance shall not apply to:

A. A vehicle or part thereof that is completely enclosed within a building in a lawful manner, or otherwise parked legally on the property so as not to be visible from adjacent or nearby public property. Temporary tarp garages and carports do not satisfy this exemption;

B. A vehicle or part thereof that is stored or parked in a lawful manner on private property in connection with the business of a licensed vehicle dismantler or licensed vehicle dealer and is fenced in accordance with the provisions of RCW 46.80.130.

C. A vehicle enclosed in an opaque auto cover specifically designed to completely shield the vehicle from view as long as the vehicle is parked in a lawful manner on private property. The cover must be in good condition and must be replaced if it is torn, weather-beaten, or acquires any other defects. Tarps and makeshift covers do not meet the requirement. This exemption will apply to only two vehicles per legal lot. Vehicles stored on vacant or undeveloped land are not exempted by this subsection C.

#### **8.09.040 Nuisance declared, violations.**

A. The storage or retention of junk vehicles on private property is declared a public nuisance which is subject to the enforcement, removal and abatement procedures in this chapter and as provided in state law.

B. It shall be unlawful for any person, firm or corporation to retain, place or store junk vehicles on private property, in conflict with or in violation of any of the provisions of this code.

C. Additional Violations. In addition to the above, it is a violation of this chapter to:

1. Remove or deface any sign, notice, complaint or order required by or posted in accordance with this chapter;

2. Fail to comply with any of the requirements of this title, including any requirement of the Town's codes and state codes adopted by reference herein.

#### **8.09.050 Enforcement.**

A. The Enforcement Officer shall have the authority to enforce this chapter. The Enforcement Officer may call upon the building, fire, planning and community development or other appropriate Town departments to assist in enforcement.

B. This chapter shall be enforced for the benefit of the health, safety and welfare of the general public, and not for the benefit of any particular person or class of persons.

C. It is the intent of this chapter to place the obligation of complying with its requirements upon the property owner, occupier of the property, owner of the junk vehicle or other person responsible for the storage or retention of junk vehicles within the scope of this title.

D. No provision of or any term used in this chapter is intended to impose any duty upon the Town or any of its officers or employees which would subject them to damages in a civil action.

#### **8.09.060 Investigation and notice of violation.**

A. Investigation. The Enforcement Officer shall investigate the premises which he/she reasonably believes does not comply with the standards and requirements of this title.

B. Notice of Violation. If, after investigation, the Enforcement Officer determines that the standards or requirements of this title have been violated, the Enforcement Officer shall serve a notice of violation upon the property owner, tenant, vehicle owner, or other person responsible for the condition. The notice of violation shall contain the following information:

1. Name and address of the person(s) to whom the citation is issued;
2. The location of the subject property by address or other description sufficient for identification of the subject property;
3. A description of the vehicle and its location;
4. A separate statement of each standard, code provision or requirement violated, and the reasons for which the Town deems the junk vehicle(s) to be a public nuisance in violation of this chapter;
5. What corrective action, if any, is necessary to comply with the standards, code provisions or requirements;
6. A reasonable time for compliance;
7. A statement that if the person(s) to whom the notice of violation is issued fails to complete the corrective action by the date required, the Town or its designee shall remove, impound and dispose of the vehicle, and will assess all costs of administration and removal against the owner of the property upon which the vehicle is located or otherwise attempt to collect such costs against the owner of the vehicle;
8. A statement that the owner of the land on which the vehicle is located may appear in person at the hearing and present a written statement in time for consideration at the

hearing, and deny responsibility for the presence of the junk vehicle on the land, with his/her reasons for denial.

C. Service. The notice shall be served on the owner, tenant, vehicle owner or other person responsible for the condition by personal service, registered mail, or certified mail with return receipt requested, addressed to the last known address of such person. If, after a reasonable search and reasonable efforts are made to obtain service, the whereabouts of the person(s) is unknown or service cannot be accomplished and the Enforcement Officer makes an affidavit to that effect, then service of the notice upon such person(s) may be made by:

1. Publishing the notice once each week for two consecutive weeks in the Town's official newspaper; and
2. Mailing a copy of the notice to each person named on the notice of violation by first class mail to the last known address as shown on the official Pierce County assessor's parcel data, or if unknown, to the address of the property involved in the proceedings.

D. Posting. A copy of the notice shall be posted at a conspicuous place on the property, unless posting the notice is not physically possible.

E. Amendment. A notice or order may be amended at any time in order to:

1. Correct clerical errors; or
2. Cite additional authority for a stated violation.

F. Withdrawal. The Town may choose to withdraw a notice of violation at any time, without prejudice to the Town's ability to reissue it, if a certificate of compliance has not been obtained for the specific violations.

#### **8.09.070 Time to comply.**

A. Determination of Time. When calculating a reasonable time for compliance, the Enforcement Officer shall consider the following criteria:

1. The type and degree of violation cited in the notice;
2. The stated intent, if any, of a responsible party to take steps to comply;
3. The procedural requirements for obtaining a permit to carry out corrective action;
4. The complexity of the corrective action, including seasonal considerations, and
5. Any other circumstances beyond the control of the responsible party.

B. A copy of the notice may be recorded against the property with the Pierce County auditor. The Enforcement Officer may choose not to file a copy of the notice or order if the notice or order is directed only to a responsible person other than the owner of the property.

### **8.09.080 Hearing.**

A. The property owner, tenant, vehicle owner or other person responsible for the violation may appeal the notice of violation by requesting such appeal of the notice within 15 calendar days after service of the notice. When the last day of the period so computed is a Saturday, Sunday, or federal or Town holiday, the period shall run until 5:00 p.m. on the next business day. The request shall be in writing, and upon receipt of the appeal request by the Enforcement Officer, he/she shall forward the request to the municipal court judge.

B. If a request for a hearing is received, a notice giving the time, location and date of the hearing shall be mailed, by certified mail, with a five-day return receipt requested, to the owner of the land as shown on the County Assessor records and the legal owner of the vehicle, unless the vehicle condition is such that identification numbers are not available.

C. The owner of the land on which the vehicle is located may appear in person at the hearing or present a written statement for consideration, and deny responsibility for the presence of the vehicle, with the reasons for denial. If it is determined that the vehicle was placed on the property without the consent of the landowner and that the landowner has not acquiesced in its presence, then the cost of removal shall not be assessed against the landowner.

D. At or after the appeal hearing, the municipal court judge may:

1. Sustain the notice of violation and require that the vehicle be removed at the request of the Enforcement Officer after a dated certain, and that the junk vehicle be disposed of by a licensed vehicle wrecker or tow truck operator, with notice to the Washington State Patrol and the department of licensing that the vehicle has been wrecked;
2. Withdraw the notice of violation;
3. Continue the review to a date certain for receipt of additional information;
4. Modify the notice of violation, which may include an extension of the compliance date, and/or determine that the owner of the property is not responsible for the costs of removal, pursuant to subsection C above.

### **8.09.090 Municipal Court Order.**

A. Unless mutually agreed to by the appellant and the Court, the order of the Court shall be served upon the person to whom it is directed, either personally or by mailing a copy of the order to such person at his/her last known address as determined the Enforcement Officer within 15 calendar days following the conclusion of testimony and hearings and the closing of the record.

B. Proof of service shall be made by a written declaration by the person effecting the service, declaring the time and date of service and the manner by which service was made.

C. The Municipal Court, in affirming the Enforcement Officer's Notice of Violation and Abatement, may assess administrative costs or costs related to the abatement of the violators' vehicle. The Court may also order the refund of hearings fees to parties deemed not responsible for the violation.

D. If it is determined at the hearing that the Vehicle was placed on the land without the consent of the Landowner and that he or she has not subsequently acquiesced in its presence, then the Municipal Court's order shall not assess costs of administration or removal of the vehicle against the property upon which the vehicle is located or otherwise attempt to collect the cost from the Landowner.

**8.09.100 Removal and Disposal - Costs.**

A. Commencing 45 calendar days after service of the Notice of Violation and Abatement, if no appeal had been filed, or 15 calendar days after the issuance of an Order from the municipal court resulting in authority to remove, the Enforcement Officer shall supervise the removal and disposal of the Vehicle or part thereof. The Enforcement Officer will provide notice to the Washington State Patrol and the Washington State Department of Licensing that the vehicle has been processed in accordance with the laws of the State of Washington.

B. The Town's costs related to the removal of the junk vehicle may be collected from the registered owner of the vehicle(s) if the identify of the owner can be determined, unless the owner, in the transfer of ownership, has complied with RCW 46.12.101. Alternatively, the cost may be collected from the owner of the property on which the vehicle has been stored.

**8.09.110 Civil Penalties.**

A. In addition to any other sanction or remedial procedure which may be available, any person, firm or corporation violating or failing to comply with any of the provisions of this chapter shall be subject to a cumulative civil penalty in the amount of \$100.00 per day for each violation from the date set for compliance until compliance with the order is achieved.

B. The penalty imposed by this section may be collected by civil action brought in the name of the Town. The Enforcement Officer may notify the Town attorney in writing of the name of any person subject to the penalty, and the Town attorney may, with the assistance of the Enforcement Officer, take appropriate action to collect the penalty.

**8.09.120 Additional relief.**

The Enforcement Officer may seek legal or equitable relief to enjoin any acts or practices and abate any condition which constitutes or will constitute a violation of this title when civil penalties are inadequate to effect compliance.

Section 3. Severability. If any portion of this ordinance or its application to any person or circumstances is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the remainder of the ordinance or the application of the remainder to other persons or circumstances.

Section 4. Effective Date. This ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the TOWN OF EATONVILLE  
this day of June, 2010.

TOWN OF EATONVILLE

---

Raymond Harper, Mayor

ATTEST/AUTHENTICATED:

---

Chrystal McGlone, Town Clerk

APPROVED AS TO FORM:

OFFICE OF THE TOWN ATTORNEY:

---

Carol A. Morris

FILED WITH THE TOWN CLERK:  
PASSED BY THE TOWN COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO. 2010-11

**RESOLUTION 2010-Y**

**A RESOLUTION OF THE EATONVILLE TOWN COUNCIL WAIVING CERTAIN CONTINGENCIES IN THE PURCHASE AND SALE AGREEMENT WITH ABLEMAN PROPERTY LLC AND AUTHORIZING THE MAYOR TO PROCEED TOWARD CLOSING 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 Ableman Property LLC, 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 Ableman Property LLC, and;

**WHEREAS**, the Town and Ableman Property LLC have negotiated a purchase and sale agreement which allows the Town to purchase the subject property for \$460,000; and

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

**WHEREAS**, the Town Council adopted Resolution 2010-S, which approved the purchase and sale agreement and appraisal for the property; and

**WHEREAS**, the Town has received a phase 1 environmental site assessment for the property; and

**WHEREAS**, after reviewing the appraisal and the phase 1 environmental site assessment, the Town Council has decided to proceed with the sale; and

**WHEREAS**, the seller has opted not to remove all structures on the property in accordance with Section 7.6 of the purchase and sale agreement and has agreed to a \$15,000 reduction in the purchase price;

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

Section 1: The Town waives the contingencies in 6.1(b), 6.1(d), and 6.2 of the Purchase and Sale Agreement.

Section 2: Pursuant to Section 7.6 the Purchase Price shall be reduced by \$15,000.

Section 3: The mayor is authorized to purchase the property described in the Purchase and Sale Agreement with Ableman Property LLC for the amount of Four Hundred Forty-five Thousand Dollars (\$445,000).

**PASSED** by the Council of the Town of Eatonville at a regular meeting this 24 day of May, 2010.

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Raymond Harper, Mayor

ATTEST:

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Chrystal McGlone, Town Clerk

APPROVED AS TO FORM:

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Jeff Taraday, Office of the Town Attorney

4846-4069-9910, v. 2

**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.**

**WHEREAS**, the Town of Eatonville will sign an Interlocal Agreement with Pierce County Fire Protection District 17 for automatic first response services, and;

**WHEREAS**, the Town of Eatonville agrees to exchange like services with all signatures of the Pierce County Protection District 17 and;

**WHEREAS**, the Automatic First Response Agreement with Pierce County Fire Protection District 17 will be in effect May 25, 2010;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Council authorizes the Mayor to sign the Pierce County Fire Protection District 17 Interlocal Agreement which is attached hereto.

**PASSED** by the Council of the Town of Eatonville at a regular meeting this 24th day of May, 2010.

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

ATTEST:

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

\_\_\_\_\_  
Carol A. Morris, Town Attorney

INTERLOCAL AGREEMENT--  
AUTOMATIC FIRST RESPONSE AGREEMENT

This agreement is entered into between Pierce County Fire Protection District No. 17 and the town of Eatonville, municipal corporations of the State of Washington.

This agreement is entered into under the authority of Chapter 39.34 RCW, the Interlocal Cooperation Act and RCW 52.12.031(3).

RECITALS

1. Each of the parties owns and maintains apparatus and equipment for the suppression of fires and for the supplying of emergency medical services and responses to situations/events, which are, or may be, hazardous to the public. Each of the parties also retains firefighting personnel who are trained to provide various levels of emergency medical services and response to other hazardous conditions.
2. Each of the parties is so situated to be capable of providing fire suppression and/or emergency medical services to the other in areas of the other party's district.
3. Each of the parties may have the necessary equipment and personnel to enable it to provide such services to another party in the event of such an emergency.
4. The geographical boundaries of each party are located in such a manner as to enable each party to render aid to the other, and in described areas, automatic first response to emergencies.

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

1. Reciprocal Response. The parties agree that they will provide a mutual and reciprocal response as outlined herein. District 17 will provide the specified resources within Eatonville, and Eatonville will reciprocate by providing the specified resources within District 17. This may be accomplished by the Fire Chiefs ordering the dispatch agency to program the computer-aided dispatch accordingly, for specified service areas or zones within the respective districts.
2. District Services. In consideration for the foregoing, District 17 agrees to provide fire and emergency medical services within Eatonville, with the specific apparatus and terms or conditions to be agreed between the Chief Officers of the respective departments. Such services shall include advanced life support and basic life support services, and such other automatic first response to emergencies as the Chiefs shall designate in their discretion.
3. Services from Eatonville. The town of Eatonville shall provide advanced life support and basic life support services within District 17, in accordance with the agreement between the Chief Officers of the respective departments.

4. Command Responsibility at Emergency Scene. Command responsibility at the scene rests with the party in whose jurisdiction the incident requiring automatic aid has occurred. The incident commander shall be in command of the operations under which the equipment and personnel sent by the responding party shall serve; provided that the responding equipment and personnel shall be under the immediate supervision of the officer in charge of the responding apparatus. The equipment and personnel of the responding party shall be released from service and returned to the responding party by the commanding officer in charge of the operations as soon as conditions warrant.
5. Liability. The parties agree that the department assuming command control at the scene shall assume liability for, defend, indemnify and hold all other parties harmless from all liabilities which arise out of command decisions or judgments. Subject to the above, each party hereto agrees to assume responsibility for liabilities arising out of the actions of its own personnel and to defend, indemnify and hold the other parties hereto harmless therefrom as to each party's own actions relating to performance under this agreement.
6. Compensation. Each party agrees that it will not seek compensation for services rendered under this Agreement from the other party; provided, however, that the party requesting assistance shall attempt to obtain financial assistance from federal and State agencies where such assistance is available to reimburse the assisting party for losses or damages incurred in supplying aid under this agreement.
7. Insurance. Each party agrees to maintain adequate Automobile and Commercial General Liability insurance coverage for its own equipment and personnel, covering their operations. Limits of such coverage should be no less than \$3,000,000 combined single limit per occurrence.
8. Pre-emergency Planning/First Response/Run Cards. The command officers of the parties may, from time to time, mutually establish pre-emergency plans which shall indicate: the types of and locations of potential problem areas where emergency assistance may be needed; the type of equipment that should be dispatched under various possible circumstances. Such plans shall take into consideration and ensure proper protection by the responding party of its own geographical area. The parties may also agree to provide first alarm response service in predetermined areas, as established by the chiefs of the respective parties in a separate letter agreement on operations.
9. Training. In order to assure safety during such joint operations, staff of each party will meet to establish a schedule for training of personnel to facilitate more efficient operation when both agencies are on an operations site. The parties shall endeavor to train together as often as possible.
10. Duration. The duration of this agreement shall be for one year commencing from the date of filing. However, the agreement shall be automatically continued from year to year unless terminated as provided below.

11. Shared Purchasing. Each party may, when preparing requests for price quotations, establishing small works rosters, vendors lists, or calling for sealed bids in accordance with statutory requirements, include provisions requiring the eventual supplier or successful bidder to supply additional quantities of like materials or goods or furnish additional like services to the other party to this agreement at the same quotation or bid, as permitted by RCW 39.34, the Interlocal Cooperation Act (piggybacking).
12. Termination. This agreement shall remain in full force and effect unless and until terminated as follows:
  - 12.1 Written notice shall be served by any party hereto upon any other party or parties of its intention to terminate the agreement. Such notice shall be served not less than thirty days prior to the termination date set forth therein, and a copy shall be forwarded to each party signatory hereto. Said notice shall automatically terminate the agreement on the date set out unless rescinded prior thereto in writing. Failure of the town of Eatonville to provide ALS transport services on a 24/7 basis, with adequate staff, to respond to calls within the District, except for times when the Eatonville aid car or cars are unavailable, shall be cause for such termination.
  - 12.2 Termination of the agreement between parties effected by such notification shall not affect the continuation of the agreement as to any party hereto not indicating an intention to withdraw as provided herein.
  - 12.3 Termination of the relationship affected by this agreement shall not preclude future agreements for mutual aid between the parties terminated hereunder.
13. Agreement Not Exclusive. This agreement is not intended to be exclusive as between the several parties hereto. Any of the parties hereto may, as they deem necessary or expedient, enter into separate mutual aid agreements with any other party or parties. Entry into such separate agreements shall not, unless specifically stated therein, affect any relationship or covenant herein contained; provided that no such separate agreement shall terminate any responsibility herein undertaken unless notice shall be given pursuant to Section 10 of this agreement.
14. Filing. As provided by RCW 39.34.040, this agreement shall be filed prior to its entry in force, with the district secretary of any participating fire protection district and with the County Auditor, or as an alternative to filing with the auditor, may be listed by subject on a district's web site or other electronically retrievable public source. For "filing" to be complete, all of the foregoing filings shall be accomplished. An agreement shall be deemed "filed" on the date of the last filing of the foregoing.
15. Complete Agreement. This Agreement is the full and complete understanding of the parties and there are no other agreements, either verbal or written, which would alter the terms of this document.

16. No Separate Legal Entity. This Agreement does not establish any separate legal entity to conduct the joint or cooperative undertaking. Therefore, the respective fire chiefs of the two agencies shall serve as a joint board to administer this agreement.

DATED: \_\_\_\_\_

PIERCE COUNTY FIRE PROTECTION  
DISTRICT NO. 17

TOWN OF EATONVILLE

  
\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Mayor

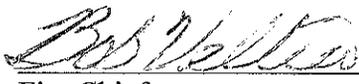
  
\_\_\_\_\_  
Commissioner

  
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Commissioner

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Commissioner

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Commissioner

  
\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Fire Chief

ATTEST:

ATTEST:

\_\_\_\_\_  
District Secretary

\_\_\_\_\_  
Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for Pierce County  
Fire Protection District No. 17

**Chrystal McGlone**

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**From:** Carol Morris [carol\_a\_morris@msn.com]

**Sent:** Tuesday, May 18, 2010 4:00 PM

**To:** Chrystal McGlone; jeff

**Subject:** RE: INTERLOCAL AGREEMENT

Hi Chrystal: here are my comments on this agreement.

First, it is only signed by two fire district commissioners and one chairperson. There are signature blocks for 5 commissioners. I don't know if this is sufficient for passage by the fire district, so my first question would be whether this interlocal has been passed by the fire district.

What are the fire district boundaries of District No. 17? There are a couple of recitals which appear to conclude that each party can "render aid to the other and in described areas, automatic first response to emergencies." Is it true that this would not be a hardship for the Town's fire department?

What is the definition of "rendering aid," providing "automatic first response to emergencies" and "reciprocal response?" I don't understand exactly what the district is proposing that the Town fire department do -- does the district want the Town fire department to simply treat the property in the district as if it is in the Town? It looks like the Fire Chiefs will "order the dispatch agency to program computer aided dispatch accordingly, for specified services areas or zones within the response districts." I have reviewed interlocal agreements that allowed two neighboring to call upon the other to provide assistance in times of an emergency, when one jurisdiction's manpower or equipment was lacking in light of the particular emergency or situation. This interlocal doesn't appear to be of that type. It looks like an arrangement that will be in place every day, and that every call for assistance in a particular area will be directed to the Town, regardless of whether the District's personnel or equipment are overtaxed.

Does this mean that the Fire Chiefs will simply treat the Town and the property in the Fire District as if it is all the same, so that basically, there are no longer any boundaries between the Town and Fire District (and it is all just one big area)?

If so, how will the Town and Fire District resolve the issue re: taxes? The Fire District doesn't tax the property in the District in the same manner as property is taxed in the Town.

It looks like the arrangement for the provision of services is left to the fire chiefs. Section 6 states that each party will not seek compensation from the other party. I don't understand how the Town can budget for an arrangement that allows the Town fire chief to provide Town services in the District at his discretion, without compensation. Nothing limits this arrangement to actual emergencies in which one jurisdictions' personnel or equipment is overtaxed and assistance is required.

In Section 4, it appears that if the District called the Town to an emergency, and the Town provided equipment and personnel, the District would be in charge of when the Town's equipment and personnel would be released. What if there were an emergency in the Town? The Town's fire chief should be able to determine where the Town's equipment and personnel will be directed.

I don't provide any opinions as to insurance coverage. You would have to contact AWC-RMSA to find out whether your insurance policy would cover the Town's equipment that was

used in the District under this type of an agreement. Also, you should check the limits of such coverage to see if they match the limits in Section 7.

Again, I don't understand section 8, and the manner in which services will be provided under this agreement. I don't know what "first alarm response service" is and whether it is different from emergency assistance. There are no defined terms in this agreement.

In sum, this agreement is too vague and needs to be re-written to specifically define what services will be provided and under what circumstances. Once the agreement is clear on these terms, I would like to review it again. Thanks.

Carol A. Morris  
Morris & Taraday, P.C.  
P.O. Box 948  
Seabeck, WA 98380-0948  
(360) 830-0328  
F: (360) 850-1099

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Subject: FW: INTERLOCAL AGREEMENT  
Date: Tue, 18 May 2010 11:15:18 -0700  
From: Chrystal@eatonville-wa.gov  
To: carol\_a\_morris@msn.com

Carol, could you review the attached agreement and give us your thoughts. Also, the contract for WH Pacific was a Washington State Department of Transportation standard contract. I can get you a copy. Thanks, Chrystal

Chrystal McGlone, Town Clerk  
Town of Eatonville  
360-832-3361 X103  
360-832-3977

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**From:** Eatonville Fire Department  
**Sent:** Tuesday, May 18, 2010 10:54 AM  
**To:** cmcglone@eatonville-wa.gov  
**Subject:** INTERLOCAL AGREEMENT

Chyrstal,

Attached is the interlocal agreement with South Pierce for the attorney to review.

Thanks,  
She

5/18/2010