

FINAL

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 August 23, 2010

1. CALL TO ORDER

A. ROLL CALL

**ALLISON _____ PIERCE _____ BOWMAN _____ VALENTINE _____
SCHAUB _____**

2. OPENING CEREMONIES

A. PLEDGE OF ALLEGIANCE

B. TOWN OF EATONVILLE- MISSION STATEMENT

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

3. AGENDA REVIEW and APPROVAL/SET TIME RESTRICTIONS

4. COMMENTS FROM CITIZENS

5. CONSENT AGENDA

Payroll Checks	23072 thru 23095	\$ 94,719.63
Claim Checks	28787 thru 28841	\$ 121,296.98
Wire Transfers		\$ 17,799.59

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 2010-12 (SECOND READING)

AN ORDINANCE OF THE TOWN OF EATONVILLE, WASHINGTON, RELATING TO LAND USE AND ZONING, ADOPTING DEVELOPMENT REGULATIONS FOR COTTAGE HOUSING, ADDING SECTION 18.02.091 TO THE EATONVILLE MUNICIPAL CODE, DEFINING COTTAGE HOUSING, AMENDING SECTIONS 18.04.010, 18.04.020, AND 18.04.025 OF THE EATONVILLE MUNICIPAL CODE TO ALLOW COTTAGE HOUSING AS A CONDITIONAL USE IN SF-1, SF-2, AND SF-3 ZONES, AMENDING SECTIONS 18.04.030 AND 18.04.040 TO ALLOW COTTAGE HOUSING AS A PRINCIPALLY PERMITTED USE IN MF-1 AND MF-2 ZONES, AND ADDING A NEW CHAPTER 18.06 TO THE EATONVILLE MUNICIPAL CODE ESTABLISHING DESIGN STANDARDS FOR COTTAGE HOUSING

8. NEW BUSINESS

A. RESOLUTION 2010-JJ

A RESOLUTION OF THE EATONVILLE TOWN COUNCIL AUTHORIZING THE MAYOR TO SIGN A PURCHASE AND SALE AGREEMENT WITH CFD RENTALS LLC IN FURTHERANCE OF THE TOWN'S MASHEL RIPARIAN HABITAT ACQUISITION AND PROTECTION PROJECT

B. RESOLUTION 2010-KK

A RESOLUTION SETTING THE RATES FOR REFUSE COLLECTION AND RECYCLING COLLECTION IN THE TOWN OF EATONVILLE AND REPEALING RESOLUTIONS 2007-N AND 2008-R AND 2010-O

8. COUNCIL MEMBER COMMENTS

9. ADJOURNMENT

TRANSACTION JOURNAL

Town Of Eatonville
MCAG #: 0578

Time: 14:10:58 Date: 08/18/2010
Page: 1

Trans Date	Redeemed	Acct #	Chk #	Type	Receipt #	InterFund #	Vendor	Amount	Memo
3484	08/23/2010	631	28787	Claims			Advanced Electric & Security, Inc	3,726.65	25734
	595 42 62 01	ARRA Downtown Plaz	101 Streets					3,726.65	Magnetic Locks For Town Ctr Restrooms
<hr/>									
Acct Pay#		Amount	PO's Paid						
	8753	3,726.65							
3485	08/23/2010	631	28788	Claims			Anderson Bjornstad Kane Jacobs	20,349.45	23210
	594 79 63 01	Rails To Trails/Blanch	001 Current Expense					20,349.45	Little Mashell Ped Bridge
<hr/>									
Acct Pay#		Amount	PO's Paid						
	8729	20,349.45							
3486	08/23/2010	631	28789	Claims			Aramark Uniform Services	222.07	
	518 78 41 00	Town Hall Professiona	001 Current Expense					125.05	Rubber Mats
	533 80 41 00	Electric Professional Se	401 Electric					53.90	Rubber Mats
	575 50 41 00	Comm Professional Sei	001 Current Expense					43.12	Rubber Mats
<hr/>									
Acct Pay#		Amount	PO's Paid						
	8750	222.07							
3487	08/23/2010	631	28790	Claims			Associated Petroleum	1,960.72	CL18576
	521 20 32 00	Law Enforcement Fuel	001 Current Expense					566.99	Fuel
	522 20 32 00	Fire Control Fuel	001 Current Expense					154.68	Fuel
	526 20 32 00	Ems Fuel	001 Current Expense					302.64	Fuel
	533 10 32 00	Electric Fuel	401 Electric					127.26	Fuel
	534 10 32 00	Water Fuel	410 Water					106.26	Fuel
	535 10 32 00	Sewer Fuel	411 Sewer					163.90	Fuel
	559 60 32 00	Building Code Enforce	001 Current Expense					45.29	Fuel
	576 80 32 00	Parks Fuel	001 Current Expense					493.70	Fuel
<hr/>									
Acct Pay#		Amount	PO's Paid						
	8769	1,960.72							
3488	08/23/2010	631	28791	Claims			Blacksheep Technology	860.24	48874
	518 78 31 00	Town Hall Operating S	001 Current Expense					172.04	Spam Blocker
	522 20 31 00	Fire Control Operating	001 Current Expense					301.07	Spam Blocker
	533 10 31 00	Electric Operating Sup	401 Electric					129.03	Spam Blocker
	535 10 31 00	Sewer Office/operatng	411 Sewer					129.03	Spam Blocker
	558 60 31 00	Planning Operating Suj	001 Current Expense					129.07	Spam Blocker

TRANSACTION JOURNAL

Town Of Eatonville
MCAG #: 0578

Time: 14:10:58 Date: 08/18/2010
Page: 2

Trans Date	Redeemed	Acct #	Chk #	Type	InterFund #	Vendor	Amount	Memo
<hr/>								
Acct Pay#	Amount PO's Paid							
8732	860.24							
3489	08/23/2010	631	28792	Claims		Bonneville Power Admin	51,238.00	July 2010 Transmission; July 2010
	533 60 33 00	Power Purchased To R	401	Electric			11,208.00	Transmission Statement
	533 60 33 00	Power Purchased To R	401	Electric			40,030.00	Power Purchased For Resale
<hr/>								
Acct Pay#	Amount PO's Paid							
8730	11,208.00							
8731	40,030.00							
3490	08/23/2010	631	28793	Claims		Gordon Bowman	228.00	
	511 40 43 00	Council Training	001	Current Expense			228.00	Bowman Budget Class Meal, Mileage Perdiem
<hr/>								
Acct Pay#	Amount PO's Paid							
8727	228.00							
3491	08/23/2010	631	28794	Claims		Brown & Kysar Inc	6,262.50	3217 3218 3219 3220
	533 80 41 00	Electric Professional Se	401	Electric			264.00	Multicare
	594 33 61 00	2nd Feeder Project Gra	401	Electric			5,998.50	2nd Substation
<hr/>								
Acct Pay#	Amount PO's Paid							
8785	6,262.50							
3492	08/23/2010	631	28795	Claims		Canon Financial Services	105.39	102227150
	521 20 45 00	Law Enforcement Leas	001	Current Expense			105.39	Copier Contract
<hr/>								
Acct Pay#	Amount PO's Paid							
8719	105.39							
3493	08/23/2010	631	28796	Claims		Cascade Columbia Distribution Co	934.25	529992
	534 10 31 00	Water Operating Suppl	410	Water			934.25	Phosphoric Acid
<hr/>								
Acct Pay#	Amount PO's Paid							
8742	934.25							
3494	08/23/2010	631	28797	Claims		Center Electric Inc	266.27	26493-000
	535 80 48 00	Sewer Repairs & Main	411	Sewer			266.27	Repairs
<hr/>								
Acct Pay#	Amount PO's Paid							

TRANSACTION JOURNAL

Town Of Eatonville
MCAG #: 0578

Time: 14:10:58 Date: 08/18/2010
Page: 4

Trans Date	Redeemed	Acct #	Chk #	Type	Receipt #	InterFund #	Vendor	Amount	Memo
533 10 31 00	Electric Operating Sup.	401	Electric					10.78	Water For Trucks
539 30 41 00	Animal Control Profes	001	Current Expense					68.00	Mileage
558 40 43 00	Planning Training	001	Current Expense					35.00	Bond, GMCC Meeting Mileage
558 60 31 00	Planning Operating Suj	001	Current Expense					2.10	Garage Sale Stake For Sample Sign
558 60 49 00	Planning Miscellaneous	001	Current Expense					29.11	Mileage, Closing Docs To Pierce County
Acct Pay# Amount PO's Paid									
8733	395.48								
3500	08/23/2010	631	28803	Claims	Eatonville - Utilities				
533 80 47 00	Electric Utility Service	401	Electric					531.42	Utility Service
534 80 47 01	Water Utility Services	410	Water					625.08	Utility Service
535 80 47 00	Sewer Utility Services	411	Sewer					39.69	Utility Service
536 50 47 00	Cemetery Utility Servic	001	Current Expense					0.27	Utility Service
539 30 41 00	Animal Control Profes	001	Current Expense					22.08	Utility Service
575 50 47 00	Comm Center Utility S	001	Current Expense					32.90	Utility Service
576 80 47 00	Parks Utility Services	001	Current Expense					436.25	Utility Service
Acct Pay# Amount PO's Paid									
8747	1,687.69								
3501	08/23/2010	631	28804	Claims	Eatonville Collision Inc				
521 20 48 00	Law Enforce Repairs &	001	Current Expense					2,445.90	Repairs To Veh 2008 Expedition
Acct Pay# Amount PO's Paid									
8737	2,445.90								
3502	08/23/2010	631	28805	Claims	City Of Fife				
521 20 51 00	Law Enforcement Inter	001	Current Expense					2,384.24	July 2010 Dispatching Services
523 60 51 00	Care/Custody Of Priso	001	Current Expense					150.00	July Jail Services
Acct Pay# Amount PO's Paid									
8723	150.00								
8734	2,384.24								
3503	08/23/2010	631	28806	Claims	Gaille Finley				
521 20 41 00	Law Enforcement Pro	001	Current Expense					38.00	Fema Info Class Mileage, Meals/ Finley
Acct Pay# Amount PO's Paid									
8735	38.00								

TRANSACTION JOURNAL

Town Of Eatonville
MCAG #: 0578

Time: 14:10:58 Date: 08/18/2010
Page: 5

Trans Date	Redeemed	Acct #	Chk #	Type	InterFund #	Vendor	Receipt #	Amount	Memo
3504	08/23/2010	631	28807	Claims		Gary Armstrong		211.50	June 3 To June 18 2010 Reimbursements
514 40 43 00	Finance Training		001	Current Expense				105.75	Meals, Mileage June 3 To June 18 2010
533 40 43 00	Electric Training		401	Electric				105.75	Meals, Mileage June 3 To June 18 2010
Acct Pay#		Amount	PO's Paid						
8786		211.50							
3505	08/23/2010	631	28808	Claims		Humane Society-Pierce Co		228.00	IVC00000612
539 30 41 00	Animal Control Profes		001	Current Expense				228.00	Cat Drop Off
Acct Pay#		Amount	PO's Paid						
8780		228.00							
3506	08/23/2010	631	28809	Claims		Inland NW Chapter ICBO		310.00	101008
559 40 43 00	Building Code Enforce		001	Current Expense				310.00	2010 Annual Bldg Officials Shortcourse
Acct Pay#		Amount	PO's Paid						
8711		310.00							
3507	08/23/2010	631	28810	Claims		Key Bank		48.87	5475 3800 0150 7012
521 20 21 00	Law Enforcement Unif		001	Current Expense				20.97	Uniform
521 20 31 00	Law Enforcement Oper		001	Current Expense				4.95	Car Wash Soap
521 20 41 00	Law Enforcement Pro		001	Current Expense				22.95	Mailing
Acct Pay#		Amount	PO's Paid						
8725		48.87							
3508	08/23/2010	631	28811	Claims		Ladenburg Law PLLC		3,024.00	172
515 21 41 00	Legal Service-Prosecu		001	Current Expense				3,024.00	Prosecuting Attorney
Acct Pay#		Amount	PO's Paid						
8746		3,024.00							
3509	08/23/2010	631	28812	Claims		Large Trk Rpr Jh		465.05	55708, 55707, 55776
533 80 48 00	Electric Repairs & Mai		401	Electric				231.91	7500 GMC Line Truck Repairs
535 80 48 00	Sewer Repairs & Main		411	Sewer				107.66	Vactor Truck Repairs
536 50 48 00	Cemetery Repairs & M		001	Current Expense				125.48	Cemetery Trailer Repairs
Acct Pay#		Amount	PO's Paid						
8760		465.05							

TRANSACTION JOURNAL

Town Of Eatonville
MCAG #: 0578

Time: 14:10:58 Date: 08/18/2010
Page: 6

Trans Date	Redeemed	Acct #	Chk #	Type	InterFund #	Vendor	Receipt #	Amount	Memo
3510	08/23/2010	631	28813	Claims		Life-Assist, Inc.		6.06	539990
	526 20 31 00	Ems Operating Supplie	001	Current Expense				6.06	Bone Needle
Acct Pay#		Amount	PO's Paid						
	8748	6.06							
3511	08/23/2010	631	28814	Claims		MJK Contracting		2,648.11	Latecomer Agreement Map ID G
	535 10 49 00	Sewer Miscellaneous	411	Sewer				2,648.11	MJK Contracting Latecomer Agmt Map Id G/ord 2007-16
Acct Pay#		Amount	PO's Paid						
	8752	2,648.11							
3512	08/23/2010	631	28815	Claims		Motor Worx		138.62	15589
	526 50 48 00	Ems Repairs & Mainte.	001	Current Expense				138.62	LOF 1999 Ford
Acct Pay#		Amount	PO's Paid						
	8712	138.62							
3513	08/23/2010	631	28816	Claims		Mountain Mist		90.55	056645 073110; 059564; 056640; 056643; 056641
	518 78 31 00	Town Hall Operating S	001	Current Expense				16.09	Water
	521 20 31 00	Law Enforcement Oper	001	Current Expense				16.09	Water
	533 10 31 00	Electric Operating Sup	401	Electric				20.94	Water
	535 10 31 00	Sewer Office/operating	411	Sewer				22.34	Water
	558 60 31 00	Planning Operating Suj	001	Current Expense				15.09	Planning
Acct Pay#		Amount	PO's Paid						
	8763	16.09							
	8764	22.34							
	8765	20.94							
	8766	15.09							
	8770	16.09							
3514	08/23/2010	631	28817	Claims		Mt. Hood Solutions		110.55	0714797
	575 50 31 00	Comm Center Operatin	001	Current Expense				110.55	Dish Soap
Acct Pay#		Amount	PO's Paid						
	8738	110.55							
3515	08/23/2010	631	28818	Claims		Northwest Safety Clean		394.12	10-1865
	522 50 48 00	Fire Control Repairs &	001	Current Expense				394.12	Wash And Repair Turn Out Gear

TRANSACTION JOURNAL

Town Of Eatonville
MCAG #: 0578

Time: 14:10:58 Date: 08/18/2010
Page: 7

Trans Date	Redeemed	Acct #	Chk #	Type	InterFund #	Vendor	Receipt #	Amount	Memo
Acct Pay#	8714	394.12							
3516	08/23/2010	631 28819	Claims			Pacific Office Automation		360.72	AX5830
	514 23 45 00	Finance Leases/Rentals	001	Current Expense				360.72	Copier
Acct Pay#	8776	360.72							
3517	08/23/2010	631 28820	Claims			Kalzer, Inc., P.S. Patterson Buchanan P		1,748.00	7585; 7584
	521 20 41 00	Law Enforcement Pro	001	Current Expense				878.50	Personnel Attorney Services
	526 20 41 00	Ems Professional Servi	001	Current Expense				869.50	Personnel Attorney
Acct Pay#	8744	869.50							
	8745	878.50							
3518	08/23/2010	631 28821	Claims			Brenden Pierce		202.00	
	511 40 43 00	Council Training	001	Current Expense				202.00	Pierce, AWC Budget Class, Mileage Meal Perdiem
Acct Pay#	8728	202.00							
3519	08/23/2010	631 28822	Claims			Pierce Co Budget Finance		204.74	ARI11084; ARI10933
	526 40 43 00	Ems Training	001	Current Expense				60.00	EMT Certifications
	566 00 00 00	2% Alcoholism	001	Current Expense				144.74	Excise Tax Distribution
Acct Pay#	8715	60.00							
	8762	144.74							
3520	08/23/2010	631 28823	Claims			Pierce County Refuse		1,314.85	482053
	537 60 41 00	Refuse Contract	460	Refuse Fund				1,314.85	Drop Box Contract
Acct Pay#	8777	1,314.85							
3521	08/23/2010	631 28824	Claims			Pierce County Refuse		454.52	629702 July; 535419
	537 60 41 00	Refuse Contract	460	Refuse Fund				97.02	Recycling Service
	537 60 41 00	Refuse Contract	460	Refuse Fund				357.50	Recycling

TRANSACTION JOURNAL

Town Of Eatonville
MCAG #: 0578

Time: 14:10:58 Date: 08/18/2010
Page: 8

Trans	Date	Redeemed	Acct #	Chk #	Type	InterFund #	Vendor	Receipt #	Amount	Memo
Acct Pay#		Amount	PO's Paid							
	8772	97.02								
	8773	357.50								
3522	08/23/2010		631	28825	Claims		Pitney Bowes-Service		119.10	455862
	514 23 45 00	Finance Leases/Rentals	001	Current Expense					119.10	Postage Machine
Acct Pay#		Amount	PO's Paid							
	8768	119.10								
3523	08/23/2010		631	28826	Claims		Professional Land Surveyors		720.00	3172
	594 79 63 01	Rails To Trails/Blanchi	001	Current Expense					720.00	Weyerhaeuser Rd Surveying Services
Acct Pay#		Amount	PO's Paid							
	8751	720.00								
3524	08/23/2010		631	28827	Claims		Quality Control Svcs Inc		171.24	23696
	535 10 31 00	Sewer Office/operating	411	Sewer					171.24	Membrane Kit
Acct Pay#		Amount	PO's Paid							
	8775	171.24								
3525	08/23/2010		631	28828	Claims		Quill Corp		205.68	7117473; 6936007
	533 10 31 00	Electric Operating Sup	401	Electric					38.97	Paper
	558 40 43 00	Planning Training	001	Current Expense					166.71	Ink, Rolodex Cards
Acct Pay#		Amount	PO's Paid							
	8743	166.71								
	8761	38.97								
3526	08/23/2010		631	28829	Claims		Rainier Connect		2,073.99	2979; 2330; 511; 17281; 080510 385; 6753; 3904; 0009918 Cabs Processing
	514 23 42 00	Finance Communicatio	001	Current Expense					530.91	Phone, Fax, Dsl
	521 20 42 00	Law Enforcement Com	001	Current Expense					238.04	Phone, Fax, Dsl
	521 20 42 00	Law Enforcement Com	001	Current Expense					588.06	Repeater
	522 20 42 00	Fire Control Communi	001	Current Expense					77.21	Fire Dept Phone
	533 10 42 00	Electric Communicatio	401	Electric					88.78	Phone
	534 10 42 00	Water Communication:	410	Water					252.76	Phone, Dsl
	535 80 42 00	Sewer Communication:	411	Sewer					216.98	Phone, Dsl
	558 60 42 00	Planning Communicati	001	Current Expense					36.30	Phone
	576 80 49 00	Parks Miscellaneous	001	Current Expense					44.95	Park Cameras

TRANSACTION JOURNAL

Town Of Eatonville
MCAG #: 0578

Time: 14:10:58 Date: 08/18/2010
Page: 9

Trans Date	Redeemed	Acct #	Chk #	Type	InterFund #	Vendor	Receipt #	Amount	Memo
<hr/>									
Acct Pay#	Amount	PO's Paid							
8718	77.21								
8754	282.99								
8755	530.91								
8756	216.98								
8757	88.78								
8758	36.30								
8759	252.76								
8781	588.06								
3527	08/23/2010	631	28830	Claims		Mike Schaub		260.00	
	514 40 43 00	Finance Training	001	Current Expense				260.00	AWC Budget Class Meal, Mileage Perdiem
<hr/>									
Acct Pay#	Amount	PO's Paid							
8749	260.00								
3528	08/23/2010	631	28831	Claims		Shell Fleet Processing Center		219.20	659996011008
	521 20 32 00	Law Enforcement Fuel	001	Current Expense				219.20	Fuel
<hr/>									
Acct Pay#	Amount	PO's Paid							
8726	219.20								
3529	08/23/2010	631	28832	Claims		South Hill Window Clng		170.00	
	518 78 41 00	Town Hall Professiona	001	Current Expense				95.00	Town Hall Window Cleaning
	575 50 41 00	Comm Professional Ser	001	Current Expense				75.00	Comm Ctr Window Cleaning
<hr/>									
Acct Pay#	Amount	PO's Paid							
8722	170.00								
3530	08/23/2010	631	28833	Claims		Staples		270.36	103696180
	558 60 31 00	Planning Operating Suj	001	Current Expense				270.36	Copy Paper, Laminating Pouches
<hr/>									
Acct Pay#	Amount	PO's Paid							
8741	270.36								
3531	08/23/2010	631	28834	Claims		System Design West, LLC		552.72	EA0810
	522 20 42 00	Fire Control Communi	001	Current Expense				24.72	Ambulance Billing Services, Postage
	526 20 41 00	Ems Professional Servi	001	Current Expense				528.00	Ambulance Billing Services
<hr/>									
Acct Pay#	Amount	PO's Paid							

TRANSACTION JOURNAL

Town Of Eatonville
MCAG #: 0578

Time: 14:10:58 Date: 08/18/2010
Page: 10

Trans Date	Redeemed	Acct #	Chk #	Type	InterFund #	Vendor	Receipt #	Amount	Memo
8713	552.72								
3532	08/23/2010	631	28835	Claims		Tacoma Electric Supply, Inc		689.74	2544420-00; 3157680-00; 3157680-01
	533 10 31 00	Electric Operating Sup.	401	Electric				502.24	Vapor Tight, Tube Passes
	533 10 31 00	Electric Operating Sup.	401	Electric				154.83	Future Flood 50w
	533 10 31 00	Electric Operating Sup.	401	Electric				32.67	Halide Medium Screw
3533	08/23/2010	631	28836	Claims		Mike Tiller		176.00	
	535 40 43 00	Sewer Training	411	Sewer				176.00	ERW Annual Conference Meal Perdiem
3534	08/23/2010	631	28837	Claims		Verizon Wireless		339.51	0893630332; 0893012793
	522 20 42 00	Fire Control Communi	001	Current Expense				71.70	Fire Dept Cell Phones
	522 20 42 00	Fire Control Communi	001	Current Expense				267.81	D Habeck Cell Phone
3535	08/23/2010	631	28838	Claims		WH Pacific, Inc		6,401.54	34776-04; 34763-11
	595 42 62 01	ARRA Downtown Plaz	101	Streets				4,767.79	Mashell Ave
	595 42 62 01	ARRA Downtown Plaz	101	Streets				1,633.75	Sr 161 Town Center
3536	08/23/2010	631	28839	Claims		Walker Appraisal Service		425.00	2010-040
	518 78 41 00	Town Hall Professiona	001	Current Expense				425.00	409 Center St W Appraisal
3537	08/23/2010	631	28840	Claims		Washington State Patrol		2.00	EAT301

TRANSACTION JOURNAL

Town Of Eatonville
MCAG #: 0578

Time: 14:10:58 Date: 08/18/2010
Page: 11

Trans Date	Redeemed	Acct #	Chk #	Type	InterFund #	Vendor	Receipt #	Amount	Memo
521 20 41 00	Law Enforcement Pro	001	Current Expense					2.00	Background
Acct Pay#	Amount	PO's Paid							
8771	2.00								
3538	08/23/2010	631	28841	Claims	CRD Conference Washington State Patr	110.00	G. Finley CRD Conference	110.00	Finley CRD Conference
521 40 43 00	Law Enforcement Trai	001	Current Expense						

Acct Pay#	Amount	PO's Paid
8721	110.00	

Adjustments:
Beginning Balance: 0.00
Revenues: 0.00
Warrant Expenditures: 121,296.98
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	42,957.26	0.00	0.00	0.00	0.00
101 Streets	0.00	0.00	0.00	10,128.19	0.00	0.00	0.00	0.00
401 Electric	0.00	0.00	0.00	59,871.53	0.00	0.00	0.00	0.00
410 Water	0.00	0.00	0.00	2,155.37	0.00	0.00	0.00	0.00
411 Sewer	0.00	0.00	0.00	4,178.24	0.00	0.00	0.00	0.00
460 Refuse Fund	0.00	0.00	0.00	2,006.39	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	121,296.98	0.00	0.00	0.00	0.00

CHECK REGISTER

Town Of Eatonville
MCAG #: 0578

08/23/2010 To: 08/23/2010

Time: 14:09:29 Date: 08/18/2010

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3484	08/23/2010	Claims	631	28787	Advanced Electric & Security, Inc	3,726.65	25734
3485	08/23/2010	Claims	631	28788	Anderson Bjornstad Kane Jacobs	20,349.45	23210
3486	08/23/2010	Claims	631	28789	Aramark Uniform Services	222.07	
3487	08/23/2010	Claims	631	28790	Associated Petroleum	1,960.72	CL18576
3488	08/23/2010	Claims	631	28791	Blacksheep Technology	860.24	48874
3489	08/23/2010	Claims	631	28792	Bonneville Power Admin	51,238.00	July 2010 Transmission; July 2010
3490	08/23/2010	Claims	631	28793	Gordon Bowman	228.00	
3491	08/23/2010	Claims	631	28794	Brown & Kysar Inc	6,262.50	3217 3218 3219 3220
3492	08/23/2010	Claims	631	28795	Canon Financial Services	105.39	10227150
3493	08/23/2010	Claims	631	28796	Cascade Columbia Distribution Co	934.25	529992
3494	08/23/2010	Claims	631	28797	Center Electric Inc	266.27	26493-000
3495	08/23/2010	Claims	631	28798	Coastwide Laboratories	577.71	T2218905
3496	08/23/2010	Claims	631	28799	Databar Incorporated	948.08	181337
3497	08/23/2010	Claims	631	28800	Dispatch	110.00	10 3198
3498	08/23/2010	Claims	631	28801	Dooley Enterprises	1,540.00	45357
3499	08/23/2010	Claims	631	28802	Eatonville (Petty Cash)	395.48	Petty Cash Reconciliation
3500	08/23/2010	Claims	631	28803	Eatonville - Utilities	1,687.69	July 2010 Utilities
3501	08/23/2010	Claims	631	28804	Eatonville Collision Inc	2,445.90	2777
3502	08/23/2010	Claims	631	28805	City Of Fife	2,534.24	0005768; 0005752
3503	08/23/2010	Claims	631	28806	Gaille Finley	38.00	FEMA Info Class
3504	08/23/2010	Claims	631	28807	Gary Armstrong	211.50	June 3 To June 18 2010 Reimbursements
3505	08/23/2010	Claims	631	28808	Humane Society-Pierce Co	228.00	IVC0000612
3506	08/23/2010	Claims	631	28809	Inland NW Chapter ICBO	310.00	101008
3507	08/23/2010	Claims	631	28810	Key Bank	48.87	5475 3800 0150 7012
3508	08/23/2010	Claims	631	28811	Ladenburg Law PLLC	3,024.00	172
3509	08/23/2010	Claims	631	28812	Large Trk Rpr Jh	465.05	55708, 55707, 55776
3510	08/23/2010	Claims	631	28813	Life-Assist, Inc.	6.06	539990
3511	08/23/2010	Claims	631	28814	MJK Contracting	2,648.11	Latecomer Agreement Map ID G
3512	08/23/2010	Claims	631	28815	Motor Worx	138.62	15589
3513	08/23/2010	Claims	631	28816	Mountain Mist	90.55	056645 073110; 059564; 056640; 056643; 056641
3514	08/23/2010	Claims	631	28817	Mt. Hood Solutions	110.55	0714797
3515	08/23/2010	Claims	631	28818	Northwest Safety Clean	394.12	10-1865
3516	08/23/2010	Claims	631	28819	Pacific Office Automation	360.72	AX5830
3517	08/23/2010	Claims	631	28820	Kalzer, Inc., P.S. Patterson Buchanan Fobes Leitch &	1,748.00	7585; 7584
3518	08/23/2010	Claims	631	28821	Brenden Pierce	202.00	
3519	08/23/2010	Claims	631	28822	Pierce Co Budget Finance	204.74	AR111084; AR110933
3520	08/23/2010	Claims	631	28823	Pierce County Refuse	1,314.85	482053
3521	08/23/2010	Claims	631	28824	Pierce County Refuse	454.52	629702 July; 535419
3522	08/23/2010	Claims	631	28825	Pitney Bowes-Service	119.10	455862
3523	08/23/2010	Claims	631	28826	Professional Land Surveyors	720.00	3172
3524	08/23/2010	Claims	631	28827	Quality Control Svcs Inc	171.24	23696
3525	08/23/2010	Claims	631	28828	Quill Corp	205.68	7117473; 6936007
3526	08/23/2010	Claims	631	28829	Rainier Connect	2,073.99	2979; 2330; 511; 17281; 080510 385; 6753; 3904; 0009918 Cabs Processing
3527	08/23/2010	Claims	631	28830	Mike Schaub	260.00	
3528	08/23/2010	Claims	631	28831	Shell Fleet Processing Center	219.20	659996011008
3529	08/23/2010	Claims	631	28832	South Hill Window Clng	170.00	
3530	08/23/2010	Claims	631	28833	Staples	270.36	103696180
3531	08/23/2010	Claims	631	28834	System Design West, LLC	552.72	EA0810
3532	08/23/2010	Claims	631	28835	Tacoma Electric Supply, Inc	689.74	2544420-00; 3157680-00; 3157680-01
3533	08/23/2010	Claims	631	28836	Mike Tiller	176.00	
3534	08/23/2010	Claims	631	28837	Verizon Wireless	339.51	0893630332; 0893012793

CHECK REGISTER

Town Of Eatonville
MCAG #: 0578

08/23/2010 To: 08/23/2010

Time: 14:09:29 Date: 08/18/2010
Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3535	08/23/2010	Claims	631	28838	WH Pacific, Inc	6,401.54	34776-04; 34763-11
3536	08/23/2010	Claims	631	28839	Walker Appraisal Service	425.00	2010-040
3537	08/23/2010	Claims	631	28840	Washington State Patrol	2.00	EAT301
3538	08/23/2010	Claims	631	28841	CRD Conference Washington State Patrol	110.00	G. Finley CRD Conference
						<hr/>	
						001 Current Expense	42,957.26
						101 Streets	10,128.19
						401 Electric	59,871.53
						410 Water	2,155.37
						411 Sewer	4,178.24
						460 Refuse Fund	2,006.39
						<hr/>	
						Claims:	121,296.98
						121,296.98 Payroll:	0.00

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

TOWN COUNCIL MEMBERS

Robert Schaub _____

Gordon Bowman _____

Brenden Pierce _____

Bobbi Allison _____

James Valentine _____

Civil Service _____

CHECK REGISTER

Town Of Eatonville
MCAG #: 0578

08/17/2010 To: 08/20/2010

Time: 15:59:19 Date: 08/17/2010

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3425	08/20/2010	Payroll	632	EFT	William Albaitis	1,285.50	
3426	08/20/2010	Payroll	632	EFT	Shauna Anderson	1,594.78	
3427	08/20/2010	Payroll	632	EFT	Gary Armstrong	3,097.95	
3428	08/20/2010	Payroll	632	EFT	William P Atkins	1,445.45	
3429	08/20/2010	Payroll	632	EFT	Nicholas M Bond	1,369.65	
3430	08/20/2010	Payroll	632	EFT	Christina M Dargan	1,303.42	
3431	08/20/2010	Payroll	632	EFT	Jason Darwent	1,487.22	
3434	08/20/2010	Payroll	632	EFT	Miranda M Doll	1,166.36	
3435	08/20/2010	Payroll	632	EFT	Sheila F Dudley	1,294.10	
3436	08/20/2010	Payroll	632	EFT	Gaille C Finley	1,559.69	
3437	08/20/2010	Payroll	632	EFT	Brian Goody	1,445.31	
3439	08/20/2010	Payroll	632	EFT	Dexter Habeck	1,698.76	
3442	08/20/2010	Payroll	632	EFT	Kathy Linnemeyer	1,660.28	
3443	08/20/2010	Payroll	632	EFT	Timothy Lincoln	1,646.20	
3447	08/20/2010	Payroll	632	EFT	Chrystal Mcglone	1,950.90	
3448	08/20/2010	Payroll	632	EFT	Jason L Mcguire	1,720.81	
3449	08/20/2010	Payroll	632	EFT	Steve Mckasson	1,708.23	
3450	08/20/2010	Payroll	632	EFT	Fredrick Mercer	1,562.38	
3451	08/20/2010	Payroll	632	EFT	Terrance W Moore	1,606.42	
3452	08/20/2010	Payroll	632	EFT	Gronn Morgan	837.01	
3453	08/20/2010	Payroll	632	EFT	Kerri Murphy	1,466.36	
3454	08/20/2010	Payroll	632	EFT	Mike Schaub	394.36	
3455	08/20/2010	Payroll	632	EFT	Raymond Harper	597.87	
3457	08/20/2010	Payroll	632	EFT	Daniel Murphy	1,501.40	
3458	08/20/2010	Payroll	632	EFT	Nestor N Sundita	1,882.13	
3460	08/20/2010	Payroll	632	EFT	Johnny Wade	2,057.10	
3461	08/20/2010	Payroll	632	EFT	Jaidon Reichert	803.10	
3408	08/20/2010	Payroll	632	23073	Philip Cane	118.07	July Transports
3413	08/20/2010	Payroll	632	23074	Misc-Customer		Voided Check
3409	08/20/2010	Payroll	632	23075	John Riley	92.05	June And July Transports
3414	08/20/2010	Payroll	632	23076	Michelle Bell	46.02	July Transports
3415	08/20/2010	Payroll	632	23077	Justin Claibourn	92.05	July Transports
3416	08/20/2010	Payroll	632	23078	Sheila Dudley	46.02	July Transports
3417	08/20/2010	Payroll	632	23079	Spencer Gray	184.10	July Transports
3419	08/20/2010	Payroll	632	23080	Jordann Hooft	138.07	July Transports
3420	08/20/2010	Payroll	632	23081	Jerry Rule	297.16	July Transports
3432	08/20/2010	Payroll	632	23082	Stanley Dekofski	220.95	
3440	08/20/2010	Payroll	632	23083	Kathleen E Henricksen	420.43	
3441	08/20/2010	Payroll	632	23084	Edgar L Lewis	1,893.62	
3444	08/20/2010	Payroll	632	23085	Carl Lucas	458.73	
3456	08/20/2010	Payroll	632	23086	Gary Sokol	1,574.34	
3459	08/20/2010	Payroll	632	23087	Mike W Tifler	2,346.57	
3462	08/19/2010	Payroll	632	23088	Jerry Rule	84.31	
3469	08/17/2010	Payroll	632	23089	Chrystal Mcglone	863.18	Cash Out 30 Hours Vacation
3472	08/20/2010	Payroll	632	23090	AWC	17,983.10	08/10/2010 To 08/10/2010 - AWC; 08/19/2010 To 09/20/2010 - AWC
3473	08/20/2010	Payroll	632	23091	EFTPS 941 Tax Deposits	16,384.84	941 Deposit For 08/10/2010 - 08/10/2010; 941 Deposit For 08/19/2010 - 08/20/2010; 941 Deposit For 08/17/2010 - 08/17/2010
3474	08/20/2010	Payroll	632	23092	IBEW Local 483	715.91	08/10/2010 To 08/10/2010 - Ibew; 08/19/2010 To 08/20/2010 - Ibew

CHECK REGISTER

Town Of Eatonville
MCAG #: 0578

08/17/2010 To: 08/20/2010

Time: 15:59:19 Date: 08/17/2010

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3475	08/20/2010	Payroll	632	23093	WA Dept Retirement Systms	6,870.89	07/21/2010 To 07/21/2010 - Pers 3; 08/19/2010 To 08/20/2010 - Pers 3; 08/19/2010 To 08/20/2010 - Pers 2; 08/19/2010 To 08/20/2010 - Leoff 2; 08/17/2010 To 08/17/2010 - Pers 2
3476	08/20/2010	Payroll	632	23094	WA Dept Retirement Systms Deferred Comp	767.50	08/19/2010 To 08/20/2010 - Deferred Comp
3478	08/20/2010	Payroll	632	23095	WA Dept Retirement Systms	354.08	LEOFF
		001 Current Expense				69,184.62	
		101 Streets				1,645.74	
		401 Electric				11,927.61	
		410 Water				4,163.42	
		411 Sewer				4,014.39	
		450 Storm Drain				994.45	
		460 Refuse Fund				164.50	
							Claims: 0.00
						92,094.73	Payroll: 92,094.73

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

TOWN COUNCIL MEMBERS

Robert Schaub _____

Gordon Bowman _____

Brenden Pierce _____

Bobbi Allison _____

James Valentine _____

Civil Service _____

CHECK REGISTER

Town Of Eatonville
MCAG #: 0578

08/10/2010 To: 08/10/2010

Time: 15:37:41 Date: 08/10/2010
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3381	08/10/2010	Payroll	632	23072	Tera L Pine	2,624.90	
		001 Current Expense				2,414.91	
		460 Refuse Fund				209.99	
						<hr/>	
							Claims: 0.00
						2,624.90	Payroll: 2,624.90

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 _____

ORDINANCE 2010-12

AN ORDINANCE OF THE TOWN OF EATONVILLE, WASHINGTON, RELATING TO LAND USE AND ZONING, ADOPTING DEVELOPMENT REGULATIONS FOR COTTAGE HOUSING, ADDING SECTION 18.02.091 TO THE EATONVILLE MUNICIPAL CODE, DEFINING COTTAGE HOUSING, AMENDING SECTIONS 18.04.010, 18.04.020, AND 18.04.025 OF THE EATONVILLE MUNICIPAL CODE TO ALLOW COTTAGE HOUSING AS A CONDITIONAL USE IN SF-1, SF-2, AND SF-3 ZONES, AMENDING SECTIONS 18.04.030 AND 18.04.040 TO ALLOW COTTAGE HOUSING AS A PRINCIPALLY PERMITTED USE IN MF-1 AND MF-2 ZONES, AND ADDING A NEW CHAPTER 19.06 TO THE EATONVILLE MUNICIPAL CODE ESTABLISHING DESIGN STANDARDS FOR COTTAGE HOUSING.

WHEREAS, the Mayor appointed an advisory committee to update the design guidelines created during the 2000 Vision process; and

WHEREAS the committee met May 12, 2009 and June 9, 2009 to discuss and make recommendations on updated design guidelines for the Town; and

WHEREAS the committee on June 9, 2009 recommended that the Town adopt the proposed design guidelines document; and

WHEREAS, there was a public hearing on the Design Standards and Guidelines before the Planning Commission on July 20th, 2009, which recommended adoption; and

WHEREAS, the SEPA Responsible Official issued a DNS for the Design Standards and Guidelines on April 22nd, 2010; and

WHEREAS, there was no appeal of the SEPA decision; and

WHEREAS, the Design Standards and Guidelines were sent to DCTED in April of 2010, pursuant to RCW 36.70A.106; and

WHEREAS, the Town Council conducted a public hearing on the design guideline on May 10th, 2010; and

WHEREAS, The Town Council decided to consider the cottage housing portions of the design standards separately because draft ordinance was not selective in its specification of where and under what conditions cottage housing should be permitted; and

WHEREAS the Town Council sent the cottage housing portion of the design standards and guidelines back to the Planning Commission for a recommendation; and

WHEREAS on May 3rd, 2010, the Planning Commission conducted a hearing on the cottage housing section of the design standards and guidelines and recommended that cottage housing be permitted as a conditional use in single family zones and as a principally permitted use in multifamily zones; and

WHEREAS, the Town Council considered the Cottage Housing Zoning Designations and Design Standards and Guidelines in a regular public hearing on August 9th, 2010, Now, Therefore,

THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, WASHINGTON, ORDAIN AS FOLLOWS:

Section 1. A new Section 18.02.091 is hereby added to the Eatonville Municipal Code, which shall read as follows:

18.02.091 Cottage Housing. “Cottage Housing” means a cluster or clusters of small detached dwelling units arranged around a common open space.

Section 2. Section 18.04.010 of the Eatonville Municipal Code is hereby amended to read as follows:

18.04.010 SF-1 Single-family residential district, low density.

It is the purpose of the single-family residential district to stabilize and preserve low density, single-family residential neighborhoods. . . .

F. Conditional Uses. Conditional uses are as follows:

1. General conditional uses as listed in EMC 18.08.030.
2. Cottage Housing in accordance with chapter 19.06 of the EMC.

* * *

Section 3. Section 18.04.020 of the Eatonville Municipal Code is hereby amended to read as follows:

18.04.020 SF-2 Single-family residential district, low density.

It is the purpose of the SF-2 single-family residential district to stabilize and preserve medium density residential neighborhoods. . . .

F. Conditional uses. Conditional uses are as follows:

1. General conditional uses listed in EMC 18.08.030.
2. Cottage Housing in accordance with chapter 19.06 of the EMC.

* * *

Section 4. Section 18.04.025 of the Eatonville Municipal Code is hereby amended to read as follows:

18.04.025 SF-3 Single-family residential district, high density.

It is the purpose of the SF-1 single-family residential district to stabilize and preserve older established residential neighborhoods. . . .

F. Conditional uses. Conditional uses are as follows:

1. General conditional uses as listed in EMC 18.08.030.
2. Cottage Housing in accordance with chapter 19.06 of the EMC.

* * *

Section 5. Section 18.04.030 of the Eatonville Municipal Code is hereby amended to read as follows:

18.04.030 MF-1 Single-family residential district, medium density.

It is the purpose of the multifamily residential district, MF-1, to provide for a moderate increase in population density and allow for a greater variety of housing types.

...

- A. Principally Permitted Uses. Principally permitted uses are as follows:
 1. Single-family dwellings;
 2. Duplexes;
 3. Multiple-family dwellings, including apartments and townhouses;
 4. Group homes class I-A and I-B;
 5. Crop or tree farming; and
 6. Cottage Housing in accordance with chapter 19.06 of the EMC.

* * *

Section 6. Section 18.04.040 of the Eatonville Municipal Code is hereby amended to read as follows:

18.04.040 MF-2 Multifamily residential district, high density.

It is the purpose of the multi-family residential district, MF-2, to provide for a substantial increase in population density and allow for greater variety of housing types.

- A. Principally Permitted Uses. Principally permitted uses are as follows:
 1. Single-family dwellings;
 2. Duplexes;
 3. Multiple-family dwellings, including apartments and townhouses;
 4. Group homes class I-A, I-B and I-c;
 5. Crop or tree farming; and
 6. Cottage Housing in accordance with chapter 19.06 of the EMC.

* * *

Section 7. A new chapter 19.06 is hereby added to the Eatonville Municipal Code, which shall read as follows:

Chapter 19.06 Cottage Housing Standards

Section 19.06.010 Purpose. The purpose of the Cottage Housing Regulations is to:

- A. To provide for a housing type that responds to changing household sizes and ages.
- B. To provide centrally located and functional common open space that fosters a sense of community in developments.
- C. To ensure that the overall size of cottages remain smaller and incur less visual impact than regular single family homes.
- D. To provide for a density bonus to encourage cottage housing units, particularly since they are smaller than traditional single family homes.
- E. To minimize impacts to the natural environment.
- F. To minimize visual impact of vehicular use and storage areas on residents and streetscape.
- G. To maintain a single family character along public streets.

Section 19.06.020. Generally.

A. Cottage Housing may be constructed only where the underlying zone allows the Cottage Housing as a principally permitted use or conditional use.

B. An application for Cottage Housing must be submitted on the forms for conditional uses provided by the Town, and in order to be complete, the application must include the following:

- 1. A site plan and landscaping plan as specified in EMC 18.09.030 (B).
- 2. A SEPA checklist.

C. The Cottage Housing conditional use permit application shall be reviewed and processed according to the conditional use permit processing procedure set forth in chapter 18.09.030 of the Eatonville Municipal Code. The decisionmaker on the conditional use permit and appeals are the same as set forth in the code for conditional use permits.

D. The criteria for approval of a Cottage Housing conditional use permit are as follows:

- 1. Compliance with chapter 19.06.

2. Compliance with chapter 18.09.030 (D) Standards and Criteria for Granting.

3. Compliance with the requirements of either EMC 17.14 Binding Site Plans or 17.20 Preliminary Subdivisions/Plats.

Section 19.06.030. Density and Dimensions

Cottage developments shall conform to density requirements of the underlying zoning district, except that in single family zones each cottage dwelling unit shall be counted as one-half a dwelling unit for the purpose of determining allowed density on-site due to the strict size limitations of cottage dwelling units.

Section 19.06.040. Dimensional Standards.

Dimensional standards for cottages are identified in Table 1 below.

Table 1. Dimensional Standards for Cottage Housing.

<u>Standard</u>	<u>Requirement</u>
<u>Maximum Floor Area/Cottage</u>	<u>1,200SF</u>
<u>Maximum Floor Area/Ground or Main Floor</u>	<u>800 SF (1,000 SF for single story cottages)</u>
<u>Minimum Common Space</u> <u>(See Design Standards below for more info)</u>	<u>400 SF/unit</u>
<u>Minimum Private Open Space</u> <u>(See Design Standards below for more info)</u>	<u>200 SF/unit</u>
<u>Maximum Height for Cottages</u>	<u>25' (all parts of the roof above 18' shall be pitched)</u>
<u>Setbacks (to exterior property lines)</u>	<u>Same as applicable zoning district</u>
<u>Minimum Distance Between Structures</u> <u>(Including accessory structures)</u>	<u>10'</u>
<u>Maximum Height for Accessory Structures</u>	<u>18'</u>
<u>Minimum Parking Spaces per Cottage:</u>	<u>1.5</u>

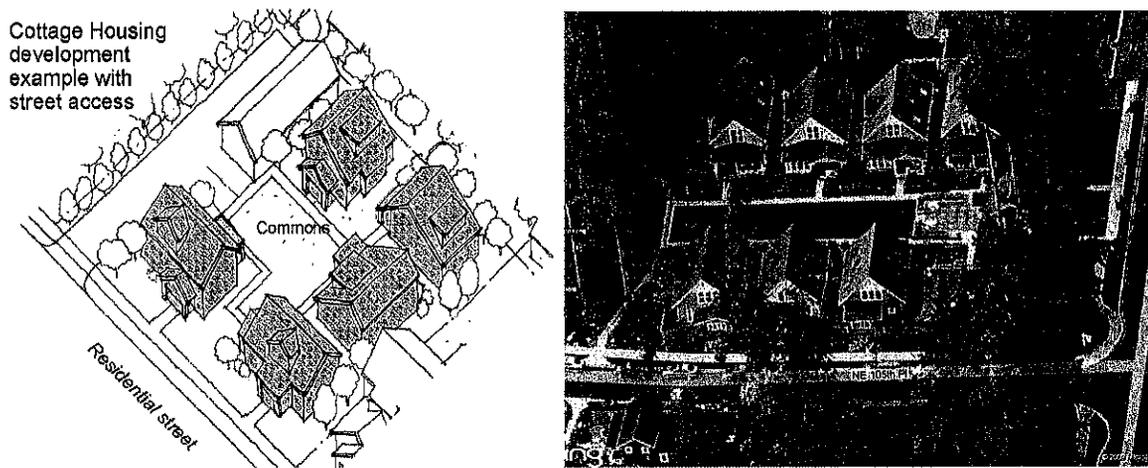


Figure 1. Cottage development examples.

Section 19.06.050. Design Standards

A. Units in Each Cluster. Cottage housing developments shall contain a minimum of four and a maximum of 12 cottages located in a cluster to encourage a sense of community among the residents. A development site may contain more than one cottage housing development.

B. Common Open Space Requirements:

1. The common open space shall abut at least 50 percent of the cottages in a cottage housing development.
2. Cottages shall abut on at least two sides of the common open space.
3. Cottages shall be oriented around and have the main entry from the common open space.
4. Cottages shall be within 60 feet walking distance of the common open space.
5. Open space shall include at least one courtyard, plaza, garden, or other central open space, with access to all units. The minimum dimensions of this open space are 15 feet by 20 feet.

C. Required Private Open Space. Required private open space shall be adjacent to each dwelling unit, for the exclusive use of the cottage resident(s). The space shall be usable (not on a steep slope) and oriented toward the common open space as much as possible, with no dimension less than 10 feet.

D. Porches. Cottage facades facing the common open space or common pathway shall feature a roofed porch at least 80 square feet in size with a minimum dimension of eight feet on any side.

E. Covered entry facing street. Cottages located adjacent to a public street shall provide a covered entry feature (with a minimum dimension of six feet by six feet) facing the street.



Figure 2. Cottage development examples. Note common open spaces and porches and semi-private open spaces oriented towards the commons.

F. Character. Cottages and accessory buildings within a particular cluster shall be designed within the same “family” of architectural styles. Examples elements include:

1. Similar building/roof form and pitch;
2. Similar siding materials;
3. Similar porch detailing; and/or
4. Similar window trim;

G. Diversity. A variety of cottages within the same “family” of architectural styles shall be provided in each cottage cluster. Diversity of cottages can be achieved within a “family” of styles by:

- a. Alternating porch styles (such as roof forms);
- b. Alternating siding details on facades and/or roof gables; and/or
- c. Different siding color.

h. Parking and driveway location and design.

- a. Parking shall be located on the same property as the cottage development.
- b. Parking areas shall be located to the side or rear of cottage clusters and not between the street and cottages. Parking is prohibited in the front and interior setback areas.
- c. Parking and vehicular areas shall be screened from public street and adjacent residential uses by landscaping or architectural screens. For parking lots adjacent to the street, at least 10 feet of Type III landscaping shall be provided between the sidewalk and the parking area. For parking lots along adjacent residential uses, at least 5 feet of Type I, II, or III shall be required. The Planning Director will consider alternative landscaping techniques provided they effectively mitigate views into the parking area

from the street or adjacent residential uses and enhance the visual setting for the development.

d. Parking shall be located in clusters of not more than five adjoining uncovered spaces (except where adjacent to an alley). Exceptions will be considered by the Planning Director provided alternative configurations improve the visual setting for development.

e. Garages may be attached to individual cottages provided all other standards herein are met and the footprint of the ground floor, including garage, does not exceed 1,000 square feet. Such garages shall be located away from the common open spaces.

f. No more than one driveway per cottage cluster shall be permitted, except where clusters front onto more than one street.

Section 8. 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 9. 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 Eatonville Town Council and this ___th day of August, 2010.

TOWN OF EATONVILLE

RAYMOND HARPER, MAYOR

ATTEST/AUTHENTICATED:

By: _____

Chrystal McGlone, Town Clerk

APPROVED AS TO FORM:

By: _____

Carol A. Morris, Town Attorney

FILED WITH THE TOWN CLERK:

PASSED BY THE TOWN COUNCIL:

PUBLISHED:

EFFECTIVE DATE:

ORDINANCE NO: 2010-12

RESOLUTION 2010-JJ

A RESOLUTION OF THE EATONVILLE TOWN COUNCIL AUTHORIZING THE MAYOR TO SIGN A PURCHASE AND SALE AGREEMENT WITH CFD RENTALS LLC IN FURTHERANCE OF THE TOWN'S MASHIEL 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 CFD Rentals 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 CFD Rentals LLC, and;

WHEREAS, the Town and CFD Rentals LLC have negotiated a purchase and sale agreement which allows the Town to purchase the subject property for \$325,000; and

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

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

Section 1: The mayor is authorized to sign the attached Purchase and Sale Agreement with CFD Rentals LLC in the amount of Three Hundred Twenty-Five Thousand Dollars (\$325,000.00).

Section 2: The Town Council approves of the Purchase and Sale Agreement as contemplated by Section 3(a-f) thereof.

PASSED by the Council of the Town of Eatonville at a regular meeting this ___ day of August, 2010.

Raymond Harper, Mayor

ATTEST:

Chrystal McGlone, Town Clerk

APPROVED AS TO FORM:

Town Attorney

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is made this 4th day of August, 2010 by and between CDF Rentals LLC, a Washington LLC (collectively "Seller") and the Town of Eatonville, a Washington municipal corporation ("Buyer").

For and in consideration of the mutual covenants herein contained, the sufficiency of which is unconditionally acknowledged by Buyer and Seller, the parties hereto agree as hereinafter provided.

1. Purchase of Real Property. Seller and Buyer hereby agree to the purchase and sale of the real property commonly known as _____, Eatonville, Washington and as more particularly described on the attached Exhibit A ("Property").

2. Purchase Price; Payment. The Purchase Price for the Property shall be Three Hundred Twenty Five Thousand and no/100 Dollars (\$325,000.00). Upon satisfaction of Buyer's conditions precedent set forth in Section 3 below, Buyer shall deposit with the Escrow Agent earnest money in the amount of Five Thousand Dollars (\$5,000.00), which amount shall thereafter be non-refundable but which shall be applied to the Purchase Price at Closing. The remainder of the Purchase Price shall be paid in immediately available funds through escrow at Closing.

3. Conditions Precedent to Buyer's Obligation to Close. Buyer's obligation to acquire the Property shall be conditioned upon the satisfaction, or waiver by Buyer of the following conditions on or before September 30, 2010: (a) approval of this Agreement by the Eatonville Town Council; (b) inspection by the Buyer for Hazardous Substances, receipt and approval by the Eatonville Town Council of all environmental and Hazardous Substances reports from the Buyer's Consultant; (c) the Town Council's approval of an appraisal commissioned and paid for as provided herein; (d) the Town Council's receipt and approval of a Hazardous Substances report; (e) the Buyer's receipt of adequate grant funds under the Washington State Recreation and Conservation Office ("WSRCO"), WWRP Project Agreement, or alternatively, an irrevocable commitment from WSRCO to fund the full Purchase Price at the Closing; and (f) the Buyer's receipt of adequate grant funds from the Salmon Recovery Funding Board (SRFB), or alternatively, an irrevocable commitment from SRFB to fund the full Purchase Price at the Closing.

4. Title. Seller shall provide Buyer with a current preliminary title report upon request. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of this Agreement except (i) monetary liens of record; (ii) a lien for real property taxes not yet due and payable; and (iii) those matters which Seller has agreed to remove in writing. Buyer may object to any title matter ("Title Objection") by providing Seller with written notice within fifteen (15) days after receipt of the preliminary title report. Any title matter to which Buyer does not timely object shall be deemed approved by Buyer and shall constitute a "Permitted Exception". Seller shall have the right, but not the obligation, to attempt to cure a Title Objection for a period of ten

(10) days (the "Cure Period") following receipt by Seller of the Title Objection. Prior to the expiration of the Cure Period, Seller shall send written notice ("Seller's Cure Notice") to Buyer of which Title Objections Seller elects to cure or declines to cure. In the event Seller fails or declines to cure such a Title Objection within such Cure Period, then, and in such event, Buyer may (i) waive such Title Objections and proceed to Closing (in which case such title exceptions shall become Permitted Exceptions), or (ii) terminate this Agreement.

5. Closing. The Closing shall occur on or before October 15, 2010 unless otherwise agreed by parties. Purchaser shall be entitled to possession immediately upon closing.

6. Escrow. Upon execution of this Agreement by Seller, the Escrow shall be opened with the Northpoint Escrow and Title, Puyallup, Washington ("Escrow Agent"). The Escrow Agent shall be instructed that at the time it is in a position to deliver to Seller the Purchase Price and to issue an standard ALTA owner's form of title insurance (the "Title Policy") in the full amount of the Purchase Price, subject only to the conditions of title approved by the Buyer, the Escrow Agent shall:

- a. Deliver and record a Statutory Warranty Deed conveying the Property to the Purchaser, subject to only those exceptions approved by Purchaser, and an Excise Tax Affidavit pertaining thereto;
- b. Deliver to Seller the Purchase Price, net of the deductions set forth below;
- c. Issue and deliver to Purchaser said the title Policy insurance; and
- d. Deliver a fully executed affidavit in the form sufficient to meet the requirements of the Foreign Investment in Real Property Act.

At closing the Escrow Agent shall deduct from the proceeds otherwise due Seller the following costs:

- (a) The premium for the issuance of an standard ALTA owner's form of title insurance policy;
- (b) One-half of the escrow fee;
- (c) Seller's pro rata share of real estate taxes (whether general or specific) assessed against the Property and due and payable during the year of the closing of Escrow;
- (d) The cost of recording the Statutory Warranty Deed; and
- (e) The real estate excise tax due upon the transfer of the Property.

7. Access to Property. Buyer and its employees and agents shall have the right and permission from the date of this Agreement through closing date to enter upon the Property for inspection purposes, but Buyer will not conduct any tests at the Property that involve piercing the ground or structures without the prior written consent of the seller.

8. Condition of Property. The Property is sold "as-is" in its present physical condition. The physical condition of the Property at closing shall be the same as on the date of this Agreement. Seller shall maintain utility service until closing so as to prevent deterioration of the Property.

9. Covenants. Seller shall not enter into any lease, trust deed, mortgage, restriction, encumbrance, lien, license or other instrument or agreement affecting the Property without the prior written consent of Buyer from and after the date of this Agreement.

10. Seller's Representations and Warranties. Seller hereby represents and warrants, to the best of his knowledge and belief, the following as of the date of this Agreement and as of the closing of Escrow:

- a. Seller has the full right and authority to convey the Property to Purchaser in accordance with this Agreement and to carry out Seller's obligations hereunder. No consents or waivers by any third party are necessary to permit the sale and transfer of the Property to Purchaser;
- b. Seller has not granted to any other person or entity any option or right of first refusal to acquire the Property;
- c. No notice has been given by any governmental authority of any violation of law, rule or regulation that relates to the Property or of any proceedings which may result in the issuance of such notice, and Seller is aware of no such notice or proceeding;
- d. No representation or commitment has been made by Seller to any governmental authority relating to any portion of the Property which would impose any obligations upon Purchaser or its successors or assigns following the close of Escrow (i) to make any contributions or dedications of money or land, or (ii) to construct, install or maintain any improvement of a public or private nature on or off the Property. Seller is not aware of any other improvements required or planned by any governmental authority having jurisdiction over the Property which will result in any charge being levied or assessed against the Property;
- e. There are no liens, encumbrances, claims, covenants, conditions, restrictions, easements, rights-of-way, encroachments, assessments or other matters, recorded or unrecorded, affecting the Property other than as

shown in the survey or reflected as title exceptions set forth in the Title Report; and

- f. There are no existing claims, suits, actions or legal proceedings, pending or threatened, affecting the Property.

The above representations and warranties shall survive closing.

11. Seller's Knowledge. To Seller's actual knowledge, the Property is not in violation of any law or regulation relating to the environmental conditions thereon and there is no hazardous waste, toxic substance or pollutant, within the scope of any state, federal or local environmental statute or rule, on or in the Property. Further, to Seller's actual knowledge there is no asbestos, PCB's or underground storage tanks, wells or septic tanks located on the Property or which have been removed therefrom.

12. SELLER'S DEFAULT: IF THE SALE AND PURCHASE OF THE PROPERTY IS NOT CONSUMMATED ON ACCOUNT OF SELLER'S DEFAULT OR FAILURE TO PERFORM HEREUNDER, BUYER MAY EXERCISE ANY RIGHTS OR REMEDIES AVAILABLE TO BUYER AT LAW OR IN EQUITY, WHICH SHALL INCLUDE THAT OF SPECIFIC PERFORMANCE.

Buyer's Initials *JD*

Seller's Initials _____

13. Notices. All notices, demands, and any and all other communications which may be or are required to be given to or made by either party to the other in connection with this Agreement shall be in writing and shall be deemed to have been properly given if delivered by hand, sent by e-mail, sent by registered or certified mail, return receipt requested, or sent by recognized overnight courier service to the addresses set out below or at such other addresses as specified by written notice and delivered in accordance herewith. Any such notice, request or other communication shall be considered given or delivered, as the case maybe on the date of hand, e-mail or courier delivery or on the date of deposit in the U.S. Mail as provided above. However, the time period within which a response to any notice or request must be given, if any shall commence to run from the date of actual receipt of such notice, request, or other communication by the addressee thereof.

SELLER: CFD Rentals LLC
c/o CD Heritage LLC
16541 Redmond Way
Redmond, WA 98052

With a copy to: Pete deNormandie
Young deNormandie, PC
1191 2nd Avenue, Suite 1901

Seattle, WA 98101
Phone: 206-224-9818

BUYER: The Town of Eatonville
PO Box 309
Eatonville, WA 98328
Attn: Gary Armstrong, Town Administrator
Phone: 360-832-3361
Email: garmstrong@eatonville.wa.gov

With a copy to: Jeff Taraday
Morris & Taraday, P.C.
1319 Dexter Avenue N., #030
Seattle, WA 98109
Phone: 206-518-5272
Email: jeff@morris-taraday.com

14. Binding. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto, and shall inure to the benefit of them.

15. General.

- a. Time is of the Essence. Time is of the essence with respect to the performance of the covenants, conditions and obligations of this Agreement.
- b. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Washington.
- c. Non-Merger. The covenants and Agreements contained herein shall survive delivery of the deed in Escrow.
- d. Entire Agreement. This Agreement contains the entire agreement of the parties and may not be amended or modified except by written instrument executed by both parties.
- e. Non-Foreign Status. The Seller is not a foreign corporation and withholding of Federal Income Tax from the amount realized will not be made by Purchaser. Seller will execute all affidavits and certificates required under Internal Revenue Code section 1445 at the closing of Escrow.

Dated as of the day and year first written above.

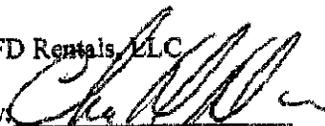
BUYER:

Town of Eatonville

By: _____
Name: Ray Harper
Title: Mayor

SELLER:

CFD Rentals, LLC

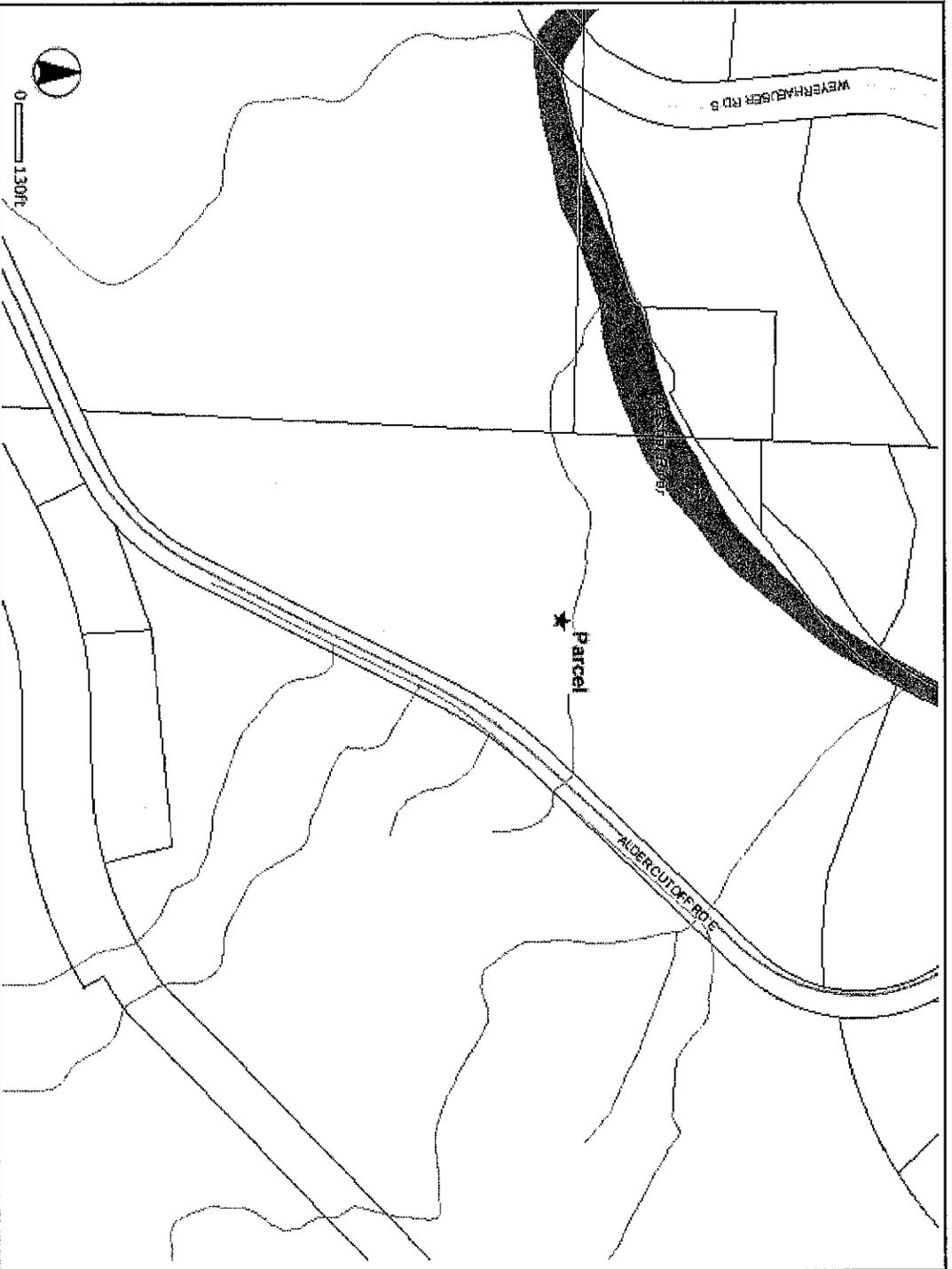
By: 
Name: Charles Dising
Title: Managing Member

**EXHIBIT A
LEGAL DESCRIPTION**

(See Attached)

Legend

- TAX PARCELS



Disclaimer: The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. The County assumes no liability for variations ascertained by actual survey. **ALL DATA IS EXPRESSLY PROVIDED 'AS IS' AND 'WITH ALL FAULTS'.** The County makes no warranty of fitness for a particular purpose.

RESOLUTION 2010-KK

A RESOLUTION SETTING THE RATES FOR REFUSE COLLECTION AND RECYCLING COLLECTION IN THE TOWN OF EATONVILLE AND REPEALING RESOLUTIONS 2007-N AND 2008-R AND 2010-O

WHEREAS, the Town of Eatonville contracts services with Pierce County Refuse and the rates charged to the Town has been changed; and

WHEREAS, the garbage rates charged to Town customers must pay the full cost of all services provided. It is therefore necessary to change the collection rates to cover the costs of expenses.

NOW, THEREFORE;

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

<u>Type of Service</u>	<u>Rate with Recycling</u>
1 SPECIAL 35 gallon micro monthly..... (Only for Senior Citizens and Avid Recyclers)	9.50
1 65 gallon can mini monthly.....	15.80
1 65 gallon can every other week.....	21.38
1 65 gallon can weekly.....	33.43
1 95 gallon can weekly.....	44.45
1 95 gallon every other week.....	25.60
1 yard.....	106.60
1 yard (twice per week).....	206.80
1-1/2 yard.....	154.00
1-1/2 yard (twice per week).....	293.20
2 yard.....	198.30
2 yard (twice per week).....	387.10
Extra bags.....	5.00
Compacted pickup fee.....	165.00
Per ton fee.....	113.00
Additional commercial recycle bin charge.....	13.49
Compactor per trip mileage charge.....	2.25

Section 1. The rates described herein shall be adjusted on January 1, 2009 by an amount equal to 90 percent (90%) of the increase in the consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) Greater Seattle Metropolitan Index measured from July 2008 to July 2009, rounded up or down to the nearest ten cents (\$0.10). Rates shall then be adjusted annually thereafter on January 1 each year, on the same basis.

Section 2. This resolution shall be effective August 23, 2010.

PASSED by the Council of the Town of Eatonville at a regular meeting held this 23rd Day of August.

ATTEST:

Raymond Harper, Mayor

Chrystal McGlone, Town Clerk

APPROVED AS TO FORM:

Carol A Morris, Town Attorney

RESOLUTION 2010-O

A RESOLUTION SETTING THE RATES FOR REFUSE COLLECTION AND RECYCLING COLLECTION IN THE TOWN OF EATONVILLE AND REPEALING RESOLUTIONS 2007-N AND 2008-R

WHEREAS, the Town of Eatonville contracts services with Pierce County Refuse and the rates charged to the Town has been changed; and

WHEREAS, the garbage rates charged to Town customers must pay the full cost of all services provided. It is therefore necessary to change the collection rates to cover the costs of expenses.

NOW, THEREFORE;

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

<u>Type of Service</u>	<u>Rate with Recycling</u>
1 SPECIAL 35 gallon micro monthly..... (Only for Senior Citizens and Avid Recyclers)	9.50
1 65 gallon can mini monthly.....	15.80
1 65 gallon can every other week.....	21.38
1 65 gallon can weekly.....	33.43
1 95 gallon can weekly.....	44.45
1 95 gallon every other week.....	25.60
1 yard.....	106.60
1 yard (twice per week).....	206.80
1-1/2 yard.....	154.00
1-1/2 yard (twice per week).....	293.20
2 yard.....	198.30
2 yard (twice per week).....	387.10
30 yard weekly/1 pick up.....	
30 yard weekly/each additional.....	
Extra bags.....	5.00
Compacted pickup fee.....	120.00
Per ton fee.....	107.06
Additional commercial recycle bin charge.....	13.49

Section 1. The rates described herein shall be adjusted on January 1, 2009 by an amount equal to 90 percent (90%) of the increase in the consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) Greater Seattle Metropolitan Index measured from July 2007 to July 2008, rounded up or down to the nearest ten cents (\$0.10). Rates shall then be adjusted annually thereafter on January 1 each year, on the same basis.

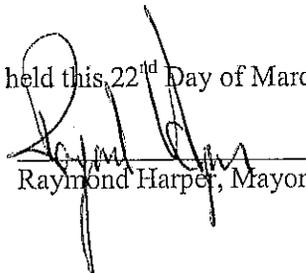
Section 2. This resolution shall be effective March 22, 2010.

PASSED by the Council of the Town of Eatonville at a regular meeting held this, 22nd Day of March.

ATTEST:

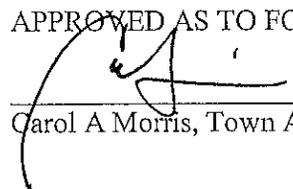


 Chrystal McGlone, Town Clerk



 Raymond Harper, Mayor

APPROVED AS TO FORM:



 Carol A Morris, Town Attorney