

City Council Meeting

June 16, 2026
6:00 PM



<http://www.bonneylake.gov/>

AGENDA

Location: Bonney Lake Justice & Municipal Center, 9002 Main Street East, Bonney Lake, Washington.

The public is invited to attend Council Meetings and Workshops. Options for attending are provided below.

In-Person: Bonney Lake Justice & Municipal Center at 9002 Main Street East in Bonney Lake

By phone: 323-792-6234 (Meeting ID: 678 478 69#)

By internet: Chrome- [TEAMS Meeting Link](#) (Meeting ID: 265 362 442 662 58)

(All public online cameras and microphones will be disabled except during audience comments for anyone who clicks the [raise hand icon](#) or had let the Clerks know your phone number in advance. Only staff and presenters will be visible and unmuted during the entire meeting.)

The City Council may add and take action on other items not listed on this agenda.

I. Call to Order

A. Pledge of Allegiance

B. Roll Call

Mayor Terry Carter, Deputy Mayor Dan Swatman, Councilmember Angela Baldwin, Councilmember Aaron Davis, Councilmember Gwendolyn Fullerton, Councilmember Kerri Hubler, Councilmember J. Kelly McClimans, and Councilmember Brittany Rock.

C. Agenda Modifications

None.

D. Presentations

1. Alliance for Sustainable Climate Action Presentation

II. Council Committee Reports

III. Consent Agenda

(The items listed below may be acted upon by a single motion and second of the City Council. By simple request to the Chair, any Councilmember may remove items from the Consent Agenda for separate consideration after the adoption of the remainder of the Consent Agenda items.)

A. **Approval of Minutes:** May 19, 2026 City Council Minutes

B. **Approval of Payroll:** May 16-31, 2026 For Checks #35468-35484 Including Direct Deposits and Electronic Transfers Totaling \$1,000,538.52. **Voids:** None.

C. **AB26-37** - An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Relating To Stormwater Management And Stormwater Utility, Renumbering Chapter 15.13 Of The Bonney Lake Municipal Code (BLMC) "Stormwater Management" To

Chapter 13.18 Of The BLMC And Renumbering Chapter 15.14 “Stormwater Utility” To Chapter 13.19 BLMC; Providing For Severability And Corrections; And Establishing An Effective Date.

- D. **AB26-40** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Use Of Ending Fund Balance For Slope Stability and Road Repair Recommendations for Church Lake Road For A Task Order With GeoEngineers As Part Of An Existing On-Call Engineering Services Contract.
- E. **AB26-44** - A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington Authorizing The Public Services Director Or Designee To Sign The Task Order With PSOMAS For Traffic Signal Evaluation Services To Support The West Tapps Highway And Church Lake Road Intersection Improvements.

IV. Full Council Issues

- A. **AB26-45** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Award Of A Professional Services Contract With BCRA For Concept Design And Cost Estimating Services For Tenant Improvements To The Justice And Municipal Center
- B. **AB26-46** - A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor to Renew A 3-year SRO Contract With The Sumner Bonney Lake School District.
- C. **AB26-47** - An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Chapter 9.05 Of The Bonney Lake Municipal Code Relating To Lewd Conduct, Indecent Conduct In The Presence Of Minors, And Facilitating Lewd Conduct; Providing For Severability And Corrections; And Establishing An Effective Date.
- D. **AB26-48** - An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Relating to Electric Motorcycles, Establishing Chapter10.21 of the Bonney Lake Municipal Code (BLMC) "Electric Motorcycles"; Providing For Severability and Corrections; And Establishing An Effective Date.

V. Correspondence

VI. Audience Comments

Limited to 5 minutes for each speaker.

VII. Council Open Discussion

VIII. Workshop Discussion Items

- A. **Review of Minutes:** June 02, 2026 City Council Minutes

IX. Executive/Closed Session

Pursuant to RCW 42.30.110 and/or RCW 42.30.140, the City Council may hold an executive or closed session. The topic(s) and duration will be announced prior to the session.

X. Adjournment

Anything submitted at the Meeting will be added to the end of the packet the next day.

The City of Bonney Lake does not discriminate on the basis of disability, race, color, or national origin in its programs, services, or activities. If you need language assistance, translation, or an auxiliary aid, service, or policy modification to fully participate, please [email the City Clerk's Office](#) or call at 253-862-8062 (TTY 711) at least 5 business days before the event; later requests will be honored when feasible.



**ALLIANCE FOR
SUSTAINABLE
CLIMATE ACTION**

06/16/2026

Pierce County ASCA Presentation

Dr. Elly Claus-McGahan

Climate Pierce County, ASCA Co-
chair

Beth Elliott

City of DuPont, ASCA
Co-chair



**ALLIANCE FOR
SUSTAINABLE
CLIMATE ACTION**



Vision

Building a more sustainable and resilient future for all!



Purpose Statement

ASCA is an alliance among Pierce County jurisdictions working collaboratively to address common challenges connected to climate resilience and climate mitigation. Through fact finding, grant writing and the sharing of resources we will strive to meet these challenges.



"The serious and growing climate threats facing Pierce County — flooding, wildfires, smoke, extreme heat — require urgent action. Our local actions are more important than ever before as the federal administration rolls back crucial investments and policies to protect our neighbors from harmful pollution and extreme weather. The Alliance for Sustainable Climate Action exists because we are stronger together. Pierce County is committed to working with our neighbors to build a more sustainable and resilient future for every community across the region."

– Executive Ryan Mello

► ***Forward Together***

Building communities that feel safe, welcoming and connected.



Ryan Mello

Executive



Pierce County



Who We Are



PARTICIPANT

- Cities and Towns represented by one or two councilmembers and staff
- Volunteer City Commissioners working in the Climate Space
- Port of Tacoma
- Tacoma Pierce County Health Department
- Puyallup Tribe
- Parks Tacoma
- Pierce Conservation District
- Puget Sound Clean Air Agency



CONNECTED ORGANIZATIONS

- Pierce County Sustainability Collaborative
- Tacoma Tree Foundation
- Puget Sound Partnership
- Tacoma Public Utilities
- Pierce Transit
- Puget Sound Energy
- Breaking Barriers Collaborative
- WA Department of Commerce
- WA Department of Ecology



What We Do

Information Sharing

Panel discussions, comprehensive planning, and best practices

Deeper Dives

Workshops on various topics affecting our communities

Grants

Gather and share information and collaborate on applications

Regional Planning

Coordination and input opportunities

Advocacy

To our councils and to the WA State Legislature



Information Sharing



**Think Globally,
Act Locally**

Washington's new climate planning law
and guidance for local governments

Sarah Fox, Climate Program Manager
Michael Burnham, Resilience Lead
Gary Idleburg, Mitigation Lead

04/08/23




12/15/2023

Public EV Charging Plan

Kyla Wilson Sustainability 2030 Plan Lead


kyla.wilson@piercecountywa.gov

253-798-4633



**Extreme Heat and
Wildfire Smoke
Programs at TPCHD**

Pierce County Climate
Conversation
Sept. 13, 2024
Cindy Haverkamp



URBAN FORESTRY
&
CLIMATE
RESILIENCE



**Tacoma Tree
Foundation**



LOWELL WYSE, PH.D.,
EXECUTIVE DIRECTOR

Pierce County Climate Action Showcase

- Edgewood
- Gig Harbor
- Steilacoom
- Lakewood



MacDonald-Miller
FACILITY SOLUTIONS®

We make buildings work better.

Clean Buildings Standard
The Law & Pathway to Compliance



ALLIANCE FOR
SUSTAINABLE
CLIMATE ACTION

“I am so excited to be a part of ASCA. After every meeting I come away with new information, ideas and funding opportunities I share with my local government. Building a stronger collaboration with Pierce County and other cities and towns helps us all as we strive to improve the lives of our citizens.”

- Beth Elliott, CM City of DuPont &
ASCA Co-chair



Panel Discussion on Climate Policy and Comprehensive Planning Opportunities



June 14, 2024 with Cascadia Consulting, Berk Consulting, and ESA Associates

Deeper Dives

Workshops for elected officials and staff

May 2025

Tree Canopy
Workshop

November 2025

Wildfire
Preparedness
Workshop

May 2026

Wildfire, Smoke,
and Heat
Preparedness
Workshop



“Through [ASCA], I’ve been able to connect with local leaders and subject-matter experts whose insights have been incredibly helpful as our Town works to update its environmental code. I’ve also discovered grant opportunities that I previously didn’t know existed.

Overall, these meetings have become an essential resource for me—I never want to miss one.”

- Nancy Henderson,
CM Town of Steilacoom



Grants

Information and Collaboration

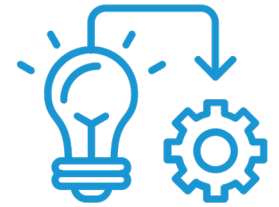


- Monthly Grants Newsletter
- Pierce County Grant for Zero Carbon Landscaping Tools: upcoming opportunity for jurisdictions to trial new electric equipment models
- Small Communities Cohort from the Puget Sound Climate Preparedness Collaborative: University Place
- CPRG Energize Program: \$11 Million to improve local government and community-serving buildings across Pierce County through 2029

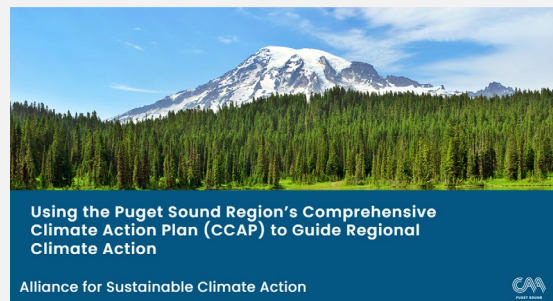
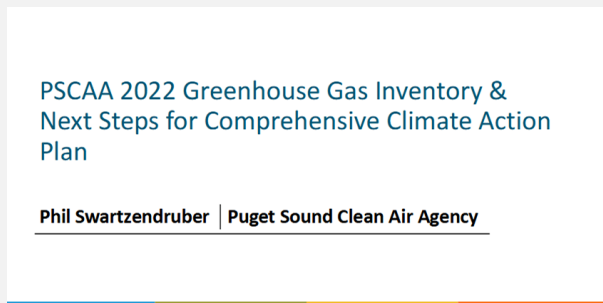


Regional Planning

Coordination and Input Opportunities



- Regional Greenhouse Gas (GHG) Inventory to understand specific pollution sources
- Comprehensive Climate Action Plan (CCAP) to achieve GHG reductions and support individualized jurisdiction needs
- Puget Sound Region EV Charging Plan to support jurisdictions of all sizes, clarify public sector roles, reduce barriers and identify potential partnerships



Advocacy



We set individual goals to pursue with our cities



In 2026 we went to Olympia with the ASCA Legislative Agenda



Letter writing – helped preserve funding to the DNR Urban and Community Forest Program



ALLIANCE FOR SUSTAINABLE CLIMATE ACTION



ALLIANCE FOR SUSTAINABLE CLIMATE ACTION

New Phase

Finding the balance
between information
and implementation



Add your voice, together we can do more!



New Phase: Information & Implementation

ASCA Provides:

- Collaboration and information digestion through conversation
- Sharing limited resources
- Creating an ASCA legislative agenda to support our efforts with funding and state level policy
- Grant opportunities in partnership and harnessing economies of scale
- Facing common challenges in the climate space
- Letting staff and community know climate work is valued
- Raising awareness on public health impacts from climate pollution
- Sharing policy ideas, plans, and examples
- Workshops to tackle issues in more depth– tree canopy, wildfire preparedness



Potential Next Steps

Bonney Lake can:

- Continue participating regularly
- Have planning staff participate in the Sustainability Collaborative quarterly meetings
- Present Bonney Lake's approach to urban forestry management at the Q3 meeting (Sept 25th)
- Officially designate a Councilmember to participate in ASCA (ie. appointments to PSRC, etc)



**City of Bonney Lake, Washington
City Council Agenda Bill (AB)**

Agenda Bill Number:

Agenda Item Type: None

Presenter: Sadie Schaneman, City Clerk

City Strategic Goal Category: None

Department/Division Submitting: Admin

Impacted Departments That Received Notification: None

Full Title/Motion: Approval of Minutes: May 19, 2026 City Council Minutes

Short Background Summary:

Minutes

Budget Explanation:

Committee, Board, Commission, & Hearing Examiner Review

Name Of Committee/Commission/Examiner Meeting:

Date of Committee/Commission/Examiner Meeting:

Date of Committee/Commission Public Hearing:

Committee/Commission/Examiner Meeting Decision:

Council Action

Date of Council Workshop

Date of Council Meeting

Date of Council Public Hearing

City Council Meeting

**May 19, 2026
6:00 PM**



<http://www.bonneylake.gov/>

Minutes

Location: The physical location of the Council Meeting was at the Bonney Lake Justice & Municipal Center, 9002 Main Street East, Bonney Lake, Washington. The public was also given the option to call in or attend virtually the Council Meeting.

I. Call to Order

Mayor Carter called the meeting to order at 6:00 p.m.

A. Pledge of Allegiance

Mayor Carter led the audience in the Pledge of Allegiance.

B. Roll Call

City Clerk Sadie Schaneman called the roll. In addition to Mayor Carter, elected officials attending were Deputy Mayor Dan Swatman, Councilmember Angela Baldwin, Councilmember Aaron Davis, Councilmember Gwendolyn Fullerton (left at 7:24pm), Councilmember Kerri Hubler, Councilmember J. Kelly McClimans and Councilmember Brittany Rock.

Staff members in attendance at the physical location were City Administrator John P. Vodopich, Police Chief Mark Berry, Administrative Services Director Chuck McEwen, Public Services Director Jason Sullivan, City Clerk Sadie Schaneman, and Records & Disclosure Coordinator Kandice Besaw.

C. Agenda Modifications

Mayor Carter noted that it was requested to pull AB26-43 from the Consent Agenda. he said the item would be moved to Full Council Issues as Item A.

II. Council Committee Reports

None.

III. Consent Agenda

**Councilmember Baldwin moved to Approve the Consent Agenda as amended.
Deputy Mayor Swatman seconded the motion.**

Motion approved 7 – 0.

- A. **Approval of Minutes:** May 05, 2026 City Council Meeting Minutes

- B. **Approval of Payroll:** April 16-30, 2026 For Checks #35442-35454 Including Direct Deposits and Electronic Transfers Totaling \$952,334.86. **Voids:** Checks 35351-35352, Partial EFTPS 1/15/26 totaling \$23,344.52.

- C. ~~AB26-43 - A Resolution Of The City Council Of The City of Bonney Lake, Pierce County, Washington, Authorizing the Assistant To The City Administrator To Attend the International City/County Management Association Annual Conference.~~
(Moved to Full Council Issues Item A).

- D. **AB26-39** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Out Of State Travel For Detective Vance To Attend The 52nd Annual International Association Of Auto Theft Investigators Conference.

- E. AP Check run 05/07/2026 Vouchers #101481 to #101610 in the amount of \$1,429,925.07. Wire transfers #20260504, #202605072, #202605051, #52093450, #20260421, #51970411, and #20260507 in the amount of \$149,583.97.

Voids:

Check# 99694 replaced with 101505

Check# 101235 replaced with 101514.

Check# 101044 replaced with 101542.

Check# 101077 replaced with 101607.

Check# 101040 no reissue.

IV. Full Council Issues

- A. (Moved from Consent Agenda, Item C.) AB26-43 - A Resolution Of The City Council Of The City of Bonney Lake, Pierce County, Washington, Authorizing the Assistant To The City Administrator To Attend the International City/County Management Association Annual Conference.

Deputy Mayor Swatman moved to Approve AB26-43. Councilmember Baldwin seconded the motion.

The Council discussed and shared their concerns, including:

- Out of state travel freeze
- If it is essential training
- Budget
- City not paying airfare

Motion approved 7 – 0.

V. Public Hearings

- A. **AB26-33** - An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Regarding Adoption Of A Temporary 6-Month Moratorium On The Acceptance, Processing, And/Or Approval Of Applications For Building, Land Use, Development, And Related Land Use Decisions For Battery Energy Storage System (BESS) Facilities To Be Located In Any Zoning District Within The City Of Bonney Lake; Scheduling A Public Hearing; Adopting Findings Of Fact; Providing For Severability And Corrections; Declaring An Emergency; And Establishing An Immediate Effective Date.

Mayor Carter opened the Public Hearing at 6:14 pm.

Ben Luxenberg, one of the co-founders of Mammoth Summit Power, expressed his support and is looking forward to the potential growth and infrastructure.

Christine Nhan with Puget Sound Energy sent the City Clerk's office an email that was shared prior to the meeting with the mayor and council in support of the BESS facilities.

Mayor Carter closed the Public Hearing at 6:18 pm.

VI. Audience Comments

For efficient use of city resources, comments will be a short summary and not verbatim. An audio recording is available on the [state digital archives](#) and [public portal website](#) if you are needing a complete review of comments.

Erin Delatori: Raised safety concerns regarding multiple reported animal control incidents in her neighborhood. The mayor clarified that the residence property is located within county jurisdiction, not city limits. The resident was provided with the correct county protocol and contact information.

Dan Decker: Speech on Washington Law and ethics duties.

VII. Council Open Discussion

Councilmember Fullerton

Out-of-State Travel: Requested that the city's current out-of-state travel bans be brought forth for an additional review.

The Council discussed and shared their concerns, including:

- Revenue offsets and exploring new funding to balance out these types of budget items.
- Establishing guidelines for distributing training opportunities fairly and exploring limitations and/or restrictions.
- CDL licensing and the review of costs, protocols and potential reimbursement options.

Deputy Mayor Swatman

Surety bond and alternative battery inquiry: The Deputy inquired about a citizen's e-mail regarding an alternative to surety bonds. Public Services Director Sullivan confirmed that staff contacted the citizen, and the matter has been resolved.

Battery Energy Storage System (BESS) and Moratorium: Clarification was requested on the moratorium process, and whether alternative solutions have been evaluated in regard to the Puget Sound Energy battery energy storage system (BESS). Public Services Director Sullivan assured that his department has reviewed the process and confirmed that the current proposal represents the best regulated option for the city.

Councilmember Hubler

Website photo update: Noted that the council photos on the city website are outdated and requested information on a timeline for updating and uploading new images.

Tarragon Agreement Update: Inquired as to the status of the Tarragon property agreement. Public Services Director Sullivan reported that the agreement is due to expire, and negotiations have reached an impasse.

Police Chief Berry

Traffic: Announced the traffic emphasis going on currently.

VIII. Workshop Discussion Items

A. Review of Minutes: May 12, 2026 City Council Meeting Minutes

The draft minutes were forwarded to the June 2, 2026, Meeting for approval.

IX. Executive/Closed Session

None.

X. Adjournment

At 7:38 p.m. the meeting was adjourned by Mayor Carter with the common consent of the City Council.

Sadie A. Schaneman, MMC, City Clerk

Terry Carter, Mayor

Items presented to Council at the May 19, 2026, Meeting for the record:

1. Speech on Washington Law and Ethic Duties – Dan Decker.

Note: Unless otherwise indicated, all documents submitted at City Council meetings and workshops are added to the back of the packet the next day. For detailed information on agenda items, please view the corresponding Agenda Packets, which are posted on the city website and on file with the City Clerk.

City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Agenda Bill Number:

Agenda Item Type:

Resolution

Presenter:

Jessica Yanak, Payroll Accountant

City Strategic Goal Category:

None

Department/Division Submitting:

Finance Staff

Impacted Departments That Received Notification:

Finance

Full Title/Motion: Approval of Payroll: May 16-31, 2026 For Checks #35468-35484 Including Direct Deposits and Electronic Transfers Totaling \$1,000,538.52. **Voids:** None.

Short Background Summary:

Approval of Payroll: May 16-31, 2026 For Checks #35468-35484 Including Direct Deposits and Electronic Transfers Totaling \$1,000,538.52. **Voids:** None.

Budget Explanation:

Committee, Board, Commission, & Hearing Examiner Review

Name Of Committee/Commission/Examiner Meeting:

Date of Committee/Commission/Examiner Meeting:

Date of Committee/Commission Public Hearing:

Committee/Commission/Examiner Meeting Decision:

Council Action

Date of Council Workshop

Date of Council Meeting

Date of Council Public Hearing

City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Agenda Bill Number:	AB26-37 -
Agenda Item Type:	Ordinance
Presenter:	Lauren Balisky, Development Services Manager
City Strategic Goal Category:	None
Department/Division Submitting:	Public Services Staff
Impacted Departments That Received Notification:	Finance Public Services

Full Title/Motion: An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Relating To Stormwater Management And Stormwater Utility, Renumbering Chapter 15.13 Of The Bonney Lake Municipal Code (BLMC) “Stormwater Management” To Chapter 13.18 Of The BLMC And Renumbering Chapter 15.14 “Stormwater Utility” To Chapter 13.19 BLMC; Providing For Severability And Corrections; And Establishing An Effective Date.

Short Background Summary:

PURPOSE

The purpose of this item is for the City Council to review the Planning Commission recommendation on the proposed recodification (relocation and renumbering) of the Bonney Lake Municipal Code (BLMC) related to stormwater management and the stormwater utility and decide whether to adopt proposed Ordinance D26-34 (**Attachments A and B**).

DISCUSSION

As part of the 2025-2026 Planning Commission Work Plan, staff will prepare amendments related to the construction codes late this year. To prepare for that project and to minimize disruption to the annual National Pollutant Discharge Elimination System (NPDES) Western Washington Phase II Permit reporting requirements, staff is proposing to relocate the stormwater regulations from Title 15 to Title 13, with the City's regulations for the water and sewer utilities. No substantive changes are proposed. This update:

- Relocates and renumbers Chapter 15.13 BLMC to new Chapter 13.18 BLMC
- Relocates and renumbers Chapter 15.14 BLMC to new Chapter 13.19 BLMC
- Amends various references to sections in Chapters 15.13 and 15.14 BLMC to their new location in Chapters 13.18 and 13.19 BLMC

At its discussion on May 5, 2026, the Community Development Committee reviewed the draft

ordinance and requested no changes.

At its discussion on May 13, 2026, the Planning Commission reviewed the draft ordinance and requested no changes.

STAFF REVIEW

A copy of this ordinance was sent to impacted staff in Engineering, Public Works, and Finance for review. Review was completed on May 5, 2026, and no corrections or concerns were raised.

CITY ATTORNEY REVIEW

The City Attorney prepared the initial draft of this ordinance on January 2, 2026.

PUBLIC COMMENT

The public was notified and invited to provide comments as part of the public hearing, either in writing or in person.

DEPARTMENT OF COMMERCE COMMENTS

The draft ordinance is not a "development regulation" as defined under [Revised Code of Washington \(RCW\) 36.70A.030](#); therefore, the draft ordinance was not routed to Commerce for review as normally required under [RCW 36.70A.106](#).

STATE ENVIRONMENTAL POLICY ACT (SEPA) REVIEW

The proposed amendment is categorically exempt from a SEPA threshold determination under [BLMC 16.08.030.R.2](#).

PUBLIC HEARING

On June 3, 2026, the Planning Commission held a public hearing on the proposed ordinance. The Planning Commission recommended that the City Council adopt the proposed ordinance (see **Attachment C**).

TENTATIVE SCHEDULE

- ~~May 5, 2026 – CDC Discussion~~
- ~~May 13, 2026 – Planning Commission Discussion~~
- ~~June 3, 2026 – Planning Commission Public Hearing~~
- June 16, 2026 - City Council Decision

Budget Explanation:

N/A

Committee, Board, Commission, & Hearing Examiner Review

Name Of Committee/Commission/Examiner Meeting: Community Development Committee

Date of Committee/Commission/Examiner Meeting: 5/5/2026

Date of Committee/Commission Public Hearing: 6/2/2026

Committee/Commission/Examiner Meeting Decision: Proceed to the public hearing, then place the Planning Commission recommendation for a decision by Council on the consent agenda.

Council Action		
Date of Council Workshop	Date of Council Meeting	Date of Council Public Hearing
	6/16/2026	

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, RELATING TO STORMWATER MANAGEMENT AND STORMWATER UTILITY, RENUMBERING CHAPTER 15.13 OF THE BONNEY LAKE MUNICIPAL CODE (BLMC) “STORMWATER MANAGEMENT” TO CHAPTER 13.18 OF THE BLMC AND RENUMBERING CHAPTER 15.14 “STORMWATER UTILITY” TO CHAPTER 13.19 BLMC; PROVIDING FOR SEVERABILITY AND CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Federal Water Pollution Control Act (Clean Water Act) codified as Title 33 Chapter 26 § 1251 et seq. of the United States Code (USC) and the Washington State Water Pollution Control Act codified at Chapter 90.48 of the Revised Code of Washington (RCW) prohibit the City of Bonney Lake from discharging to waters of the state without a National Pollutant Discharge Elimination System (NPDES) Permit (Permit); and

WHEREAS, the United States Environmental Protection Agency has authorized the Washington State Department of Ecology (Ecology) to administer the NPDES program within the State of Washington; and

WHEREAS, the City is designated as a NPDES Western Washington Phase II permittee and is required to comply with all Permit conditions therein; and

WHEREAS, Section S5 of the Permit requires the City of Bonney Lake to adopt and enforce stormwater regulations for new development, redevelopment, construction site projects, and illicit discharges so that it does not pollute downstream waters; and

WHEREAS, the City of Bonney Lake adopted its first stormwater management and stormwater regulations on June 27, 1995 (Ordinance No. 702); and

WHEREAS, the City of Bonney Lake is committed to protecting the public health, safety, and welfare of its residents and visitors; and

WHEREAS, the City operates three utilities: water, sanitary sewer, and stormwater; and

WHEREAS, the Public Services Department operates these three utilities consistent with the provisions of the Bonney Lake Comprehensive Plan, utilities regulations and the Bonney Lake Municipal Code (BLMC); and

WHEREAS, the provisions for water and sanitary sewer are found in Title 13 BLMC, but the provisions for stormwater are found in Title 15 BLMC; and

WHEREAS, it makes logical sense to move the stormwater regulations to Title 13 BLMC so that all regulations on utilities are found in the same title; and

WHEREAS, the Public Services Director acting as the State Environmental Policy Act (SEPA) Responsible Official determined that the proposed amendment is categorically exempt from threshold determination pursuant to BLMC 16.08.030.R.2; and

WHEREAS, the City provided public notice of the hearing as required by Bonney Lake Municipal Code (BLMC) 14.140.040; and

WHEREAS, the Planning Commission held a public hearing on June 3, 2026, as required by BLMC 14.140.080 and recommended that the City Council adopt the proposed ordinance, as required by BLMC 14.140.100; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Findings of Facts and Conclusions. The findings of fact and conclusions attached as Attachment A are adopted in full by the City Council in support of its decision. The recitals listed above in this Ordinance are further adopted as legislative findings.

Section 2. Recodification. Chapter 15.13 of the Bonney Lake Municipal Code entitled “Stormwater Management” is hereby renumbered to Chapter 13.18 of the Bonney Lake Municipal Code and all sections thereof shall likewise be renumbered.

Section 3. Recodification. Chapter 15.14 of the Bonney Lake Municipal Code entitled “Stormwater Utility” is hereby renumbered to Chapter 13.19 of the Bonney Lake Municipal Code and all sections thereof shall likewise be renumbered.

Section 4. Amendment. Subsection 13.19.020.I.1 (formerly 15.14.020.I.1) of the Bonney Lake Municipal Code is hereby amended to read as follows:

13.19.020 Definitions.

...

I. “I”.

1. “Impervious surface” means an “impervious surface” as defined in the currently adopted stormwater manual in BLMC ~~15.13.040.A~~ 13.18.040.A.

....

Section 5. Amendment. Subsections 14.30.040.I and 14.30.040.L of the Bonney Lake Municipal Code are hereby amended to read as follows:

14.30.040 Exemptions.

...

- I. Deviations from adopted standards (BLMC 12.04.025, ~~15.13.045~~ 13.18.045, and 15.20.060);

...

- L. Civil utility connection permits to connect to city sanitary sewer (Chapter 13.12 BLMC), stormwater system (Chapter ~~15.13~~ 13.18 BLMC), or water system (Chapter 13.04 BLMC), or certificates of availability for the same;

....

Section 6. Amendment. Subsection 14.70.040.C.2.c of the Bonney Lake Municipal Code is hereby amended to read as follows:

14.70.040 Code modifications allowed by development agreement

...

- C. In order to encourage innovative land use management and provide flexibility to achieve public benefits, a development agreement adopted pursuant to this chapter may impose development standards that differ from the development regulations adopted in the development code; provided, that:

...

- 2. The development standards do not:

...

- c. Modify or alter the requirements of the city's stormwater management regulations adopted pursuant to Chapter ~~15.13~~ 13.18 BLMC; or

....

Section 7. Amendment. Subsection 15.36.040 of the Bonney Lake Municipal Code is hereby amended to read as follows:

15.36.040 Applicable civil improvements.

...

- F. Stormwater system extension within rights-of-way (Chapter ~~15.13~~ 13.18 BLMC);

....

Section 8. Amendment. Subsection 16.24.050.A.5 of the Bonney Lake Municipal Code is hereby amended to read as follows:

16.24.050 Hydrogeologic assessments – Level 2.

...

- J. A Level 2 hydrogeologic assessment shall be prepared, unless waived by the director following concurrency from the city engineer for:

...

- 5. Infiltration of stormwater consistent with the most current version of the Pierce County Stormwater Manual adopted pursuant to BLMC ~~15.13.040~~ 13.18.040 located within the one-year travel time of a wellhead.

....

Section 9. Amendment. Section 16.62.030 of the Bonney Lake Municipal Code is hereby amended to read as follows:

16.62.030 Decision criteria.

Approval of a clearing permit will be based on compliance with the applicable standards of the critical areas code, shoreline code and Chapter ~~15.13~~ 13.18 BLMC, Stormwater Management, and Chapter 16.68 BLMC, Landscaping.

Section 10. Amendment. Subsection 16.68.030.B of the Bonney Lake Municipal Code is hereby amended to read as follows:

16.68.030 General landscaping requirements.

All areas of required landscaping, as determined in BLMC 16.68.040, shall comply with the following:

...

- K. Landscaping shall be designed to encourage rainwater retention and infiltration to the extent feasible. Rain gardens, fully landscaped infiltration basins, vegetated swales and other water quality features may be counted as required landscape areas, provided the landscaping complies with the requirements of this chapter and the city's stormwater manual adopted pursuant to BLMC ~~15.13.040~~ 13.18.040.

....

Section 11. **Amendment.** Subsection 17.50.070.A.2 of the Bonney Lake Municipal Code is hereby amended to read as follows:

17.50.070 Utilities.

- A. In order to ensure the provision of adequate provisions for fire protection, stormwater drainage, potable water and public sanitary sewage disposal systems required to protect and promote the health, safety and welfare of the city and its residents, all divisions of land shall:

...

- 3. Provide storm drainage facilities consistent with the requirements of the Bonney Lake development policies and public works and design standards and Chapter ~~15.13~~ 13.18 BLMC.

....

Section 12. **Amendment.** Section 18.04.090 of the Bonney Lake Municipal Code is hereby amended to read as follows:

18.04.090 “I”.

“Impervious surface” means an “impervious surface” as defined in the currently adopted stormwater manual in BLMC ~~15.13.040.A~~ 13.18.040.A.

....

Section 13. **Severability.** If any section, sentence, clause, or phrase of this Ordinance should be held to be 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 14. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 15. Corrections. Upon the approval of the city attorney, the city clerk, and/or the code publisher is authorized to make any necessary technical corrections to this ordinance, including but not limited to the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto. Provided, however, that nothing in this section allows the city attorney, the city clerk, and/or the code publisher to change the intent of this Ordinance.

Section 16. Effective Date. This Ordinance shall be effective five days after publication as provided by law.

ADOPTED by the City Council of the City of Bonney Lake and attested by the City Clerk in authentication of such passage on this 16th day of June, 2026.

APPROVED by the Mayor this 16th day of June, 2026.

Terry Carter, Mayor

AUTHENTICATED:

Sadie A. Schaneman, MMC, City Clerk

AB _____
Passed:
Valid:
Published:
Effective Date:
This Ordinance totals _____ page(s)

FINDINGS OF FACT AND CONCLUSIONS

Having considered in detail both the oral and documentary evidence received concerning the update to the City of Bonney Lake Municipal Code (BLMC), the Bonney Lake City Council now makes and adopts the following Findings of Fact and Conclusions:

FINDINGS OF FACT

Public Participation

- 1) The Bonney Lake Planning Commission held a public meeting to discuss the amendments on May 13, 2026.
- 2) The Bonney Lake City Council Community Development Committee held a public meeting to discuss the amendments on May 5, 2026.
- 3) The Bonney Lake Planning Commission held a public hearing on June 3, 2026, and recommended that the City Council adopt the proposed ordinance.
- 4) The City issued an official notice of the public hearing on May 20, 2026, which is 14 days prior to the hearing.
- 5) The notice of public hearing provided a comment period, which concluded on June 3, 2026.
- 6) Notice of the hearing was also published in the newspaper on May 20, 2026, as required by BLMC 14.140.040(D).

State Environmental Policy Act

- 7) The amendments to the City's Development Code are considered a non-project action as defined in WAC 197-11-704(2)(b) under the State Environmental Policy Act (SEPA).
- 8) Pursuant to WAC 197-11-926, the City of Bonney Lake was designated as the lead agency for the SEPA review of the proposed amendments contained in this ordinance.
- 9) The Public Services Director acting as the SEPA Responsible Official determined that the proposed amendment is categorically exempt from threshold determination pursuant to BLMC 16.08.030.R.2.

State Agency Review

- 10) Development regulations are defined as the controls placed on development or land use activities by a county or city, including, but not limited to, zoning ordinances, critical areas ordinances, shoreline master programs, official controls, planned unit development

ordinances, subdivision ordinances, and binding site plan ordinances together with any amendments thereto pursuant to RCW 36.70A.030.

- 11) The proposed amendments are not a development regulation as defined under RCW 36.70A.030, and therefore the City did not submit any notice of intent to adopt the proposed ordinance to the Department of Commerce as otherwise required by RCW 36.70A.106.

Comprehensive Plan Policies

- 12) The City's comprehensive plan, *Envision Bonney Lake*, includes the following goals and policies:
 - a. Goal CD-LU-6 establishes the goal to "Guide growth and development to ensure that it is orderly and efficient; leverage public investment to address the needs of the underserved areas; ensure the continued availability of infrastructure and public services; reduce adverse impacts on adjacent properties; and to protect the natural environment."
 - b. Goal ES-4 establishes the goal to "Preserve, restore, and enhance the quality of surface waters to provide high quality natural habitats protected from point and non-point pollution sources."
 - c. Policy ES-4.1 states that the City should "Protect water bodies from point and non-point sources of contamination and nitrification."
 - d. Policy ES-4.2 states that the City should "Promote the enhancement or restoration of surface waters as adjacent development activities occur."
 - e. Policy ES-4.3 states that the City should "Protect against erosion of drainage channels."
 - f. Policy ES-4.4 states that the City should "Encourage land developments to maximize stormwater infiltration."
 - g. Policy ES-4.5 states that the City should "Promote Low Impact Development techniques as an alternative to standard development practices such as, using natural systems to maintain and enhance environmental quality by having them perform such functions as cleaning air and water, and controlling storm water runoff."
 - h. Policy ES-4.7 states that the City should "Mitigate stormwater related impacts through best management practices based on the best available science."

- i. Goal CF&S-13 establishes the goal to “Ensure that public facilities and services necessary to support new development are adequate to serve the development at the time the development is available for occupancy and use based on locally adopted level of service standards.”

Washington State Law

- 13) The amendments to the City’s Development Code comply with Washington state law, as follows:
 - a. The amendments allow for the continued application of public health, safety, building code, and environmental permitting requirements, consistent with Chapter 36.70A RCW.
 - b. The amendments allow for the continued application of stormwater requirements, consistent with Chapter 90.48 RCW.

CONCLUSIONS

Based upon the above findings the City Council adopts the following conclusions:

- 1) Notice of the public hearing for this matter has been conducted in accordance with City of Bonney Lake rules and regulations governing such matters for both the Planning Commission and the City Council (FINDINGS 1 – 6).
- 2) The City complied with the requirements to the State Environment Policy Act (Chapter 43.21C) and the implementing regulations found in Chapter 197-11 WAC and Title 16, Division I BLMC (FINDINGS 7 – 9).
- 3) The City was not required to comply with the requirements of RCW 36.70A.106 to notify the Department of Commerce of the City’s intent to adopt an amendment to the City’s development regulations (FINDINGS 10 – 11).
- 4) The proposed amendments are consistent with meet the approval criterion for amendments to a development regulation established in BLMC 14.140.090.B, as the proposed amendments are consistent with the goals and policies of the City’s adopted comprehensive plan, *Envision Bonney Lake*, and consistent with the laws of the State of Washington (FINDINGS 12 – 13).



Memo

Date : June 8, 2026
To : Mayor and City Council
From : Jessica Bennion, Planning Commission Vice Chair
Re : **Ordinance D26-37**

On June 3, 2026, the Planning Commission conducted a Public Hearing on Ordinance D26-37 related to the recodification (relocation and renumbering) of chapters of the Bonney Lake Municipal Code (BLMC) related to stormwater management and the stormwater utility. The Planning Commission voted 5-0-0 (1 member absent) to recommend that the City Council approve Ordinance D26-37, without amendments.

As required by BLMC 14.40.100, the Planning Commission has reviewed and adopted the findings of facts and conclusions included as Attachment A to Ordinance D26-37.

City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Agenda Bill Number:	AB26-40 -
Agenda Item Type:	Resolution
Presenter:	Ken Gill, City Engineer, Andrew Fonda, Assistant City Engineer
City Strategic Goal Category:	Economic Development Vision
Department/Division Submitting:	Public Services Staff
Impacted Departments That Received Notification:	Public Services

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Use Of Ending Fund Balance For Slope Stability and Road Repair Recommendations for Church Lake Road For A Task Order With GeoEngineers As Part Of An Existing On-Call Engineering Services Contract.

Short Background Summary:

In March 2026, staff observed tension cracking in the eastbound lane and slope movement at the top of the slope along Church Lake Road East, approximately 0.2 miles north-east of the intersection of Church Lake Road East & Veterans Memorial Drive East and extending approximately 400 to 500 feet north-east. Staff filled the tension cracks with asphalt. Before and after photos are attached.

Staff met with GeoEngineers geotechnical engineer Mark Rose onsite. GeoEngineers scope includes hollow stem auger drilling, supplied by Holt Services, Inc. located in Edgewood, Washington. GeoEngineers staff will determine soil type and density and make recommendations for repair with cost estimates for the 2027/2028 budget. Staff will mark the boring locations to support underground utility location marking (811 Call Before you Dig) and provide traffic control. Additional details are in the attached scope and \$31K fee.

The City already has an on-call contract with GeoEngineers; however, as the request is to utilize ending fund balance in the Street Capital Improvement Plan City Council approval of the the Task Order is required.

Budget Explanation:

This slope failure was not planned or part of the 2025/2026 budget. Staff propose a transfer of \$31,000 from the \$7,030,996 shown as the ending balance in the Street CIP Fund to pay for this effort.

Committee, Board, Commission, & Hearing Examiner Review

Name Of Committee/Commission/Examiner Meeting: Community Development Committee

Date of Committee/Commission/Examiner Meeting: 6/2/2026

Date of Committee/Commission Public Hearing:

Committee/Commission/Examiner Meeting Decision:

Council Action

Date of Council Workshop

Date of Council Meeting

Date of Council Public Hearing

6/16/2026

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING USE OF ENDING FUND BALANCE FOR SLOPE STABILITY AND ROAD REPAIR RECOMMENDATIONS FOR CHURCH LAKE ROAD FOR A TASK ORDER WITH GEOENGINEERS AS PART OF AN EXISTING ON-CALL ENGINEERING SERVICES CONTRACT.

WHEREAS, Staff have advertised, selected, and signed a on-call services contract with GeoEngineers for general engineering services associated with Geotechnical Engineering; and

WHEREAS, Church Lake Road has developed tension cracks in the asphalt above a steep slope and GeoEngineers have met onsite with staff, and prepared a scope and fee equal to \$31,000 to investigate and recommend a repair of the road; and

WHEREAS, the 2025/2026 Street CIP fund has an approximate ending fund balance equal to \$7.3M; and

WHEREAS, staff recommends a transfer of \$31,000 from the Street CIP fund; and

WHEREAS, the City Council finds that it is in the public interest that this project be carried out at this time;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Authorization use of Ending Fund Balance. The City Council authorizes the use of \$31,000 from the 2025/2026 fund balance in the Street CIP to pay for GeoEngineers scope and fee to investigate Church Lake Road.

Section 2. Implementation Authorized. The Mayor or designee is hereby authorized to take the action necessary to implement this task order.

Passed by the City Council this 16th day of June, 2026.

Terry Carter, Mayor

AUTHENTICATED:

Sadie A. Schaneman, CMC, City Clerk

May 12, 2026

City of Bonney Lake
21719 96th Street East
Buckley, Washington 98321

Attention: Ken Gill, PE

Subject: Revised Scope and Fee Estimate
Geotechnical Engineering Evaluation
City of Bonney Lake – Church Lake Road Slope Repair
Bonney Lake, Washington
File No. 4555-012-00

Introduction and Project Understanding

GeoEngineers, Inc. (GeoEngineers) appreciates the opportunity to submit this scope and fee estimate to the City of Bonney Lake (City) for geotechnical engineering evaluation and development of recommended repair alternatives for the eastbound lane roadway cracking and shoulder settlement along Church Lake Road East in Bonney Lake, Washington. This submittal is based on conversations with City, observations made during a preliminary site visit completed by GeoEngineers with City personnel on March 26, 2026, our knowledge of the area and our previous experience on similar projects.

We understand that continued slope movement and tension cracking has been observed in the southern roadway lane and top of slope along Church Lake Road East, approximately 0.2 miles northeast of the intersection of Church Lake Road East & Veterans Memorial Drive East and extending approximately 400 to 500 feet northeast. Our preliminary observations and understandings are summarized below:

- Pavement cracking and road shoulder settlement is occurring at the project site, especially in the immediate vicinity of the property at 19211 Church Lake Road.
- Tension cracks, sloughing and areas of “down-setting” or settlements are present near the top of the slope.
- The southern (eastbound) lane, especially near the intersection, appears to have been raised above natural site grades using undocumented fill.
- The overall slopes immediately below the eastbound roadway shoulder are estimated to be inclined generally steeper than 33 degrees (1.5H:1V [horizontal to vertical]) and steeper than 45 degrees (1H:1V) in some areas.
- The area immediately below the slope is mapped as Oceola mudflow deposits, likely consisting of a mixture of loose sand and soft to stiff silt and clay.

Scope of Services

The purpose of our services is to evaluate surficial and subsurface conditions in the areas exhibiting tension cracking and where over-steepened slopes exist as a basis for determining appropriate City response and slope/roadway repair strategies. We propose the following efforts:

- Review geologic maps, published references, lidar and available geotechnical reports regarding soil and groundwater conditions in the project vicinity and complete a site visit by our project Senior Geotechnical Engineer (previously completed).
- Submit utility locate information to the Washington Utility Notification Center to clear public utility locations prior to completing the explorations. We have assumed the City will mark areas for the utility locate; this activity will not require a site visit by GeoEngineers.
- Explore soil and groundwater conditions by engaging and subcontracting track-mounted, hollow-stem-auger, drilling services to drill geotechnical borings at the site. We have budgeted for one day of drilling. We have planned for up to three borings with planned borings depths of 20 to 50 feet below surrounding grade, and maximum total footage of 120 feet. The actual number of borings will be dependent on conditions encountered, depth necessary to encounter stable natural soils and drilling progress in one day.
 - We assume that the City will issue a Right-of-way permit for the work, if necessary, and any fees will be waived.
 - We have assumed that the City will mark and submit a public utility locate for the drilling.
 - We have assumed that the City will provide traffic control services, including flaggers and appropriate signage.
 - Soil samples will be obtained from the borings at 2.5- to 5-foot intervals using split spoon sampling techniques.
 - The borings will be monitored on a full-time basis by one of our geotechnical engineers or engineering geologists. Our representative will obtain samples of the various soils encountered, classify the materials and maintain a detailed log of each exploration. These samples will be sealed and returned to our laboratory for additional examination and laboratory testing, as deemed necessary.
 - Soil cuttings can be left at a designated location onsite. Contamination is not anticipated and no wells are planned or expected to be necessary for installation at this time.
- Perform laboratory testing on selected soil samples. We expect that moisture content determinations, sieve analyses and percent fines determinations will be appropriate to characterize engineering properties of site soils. We envision our testing will comprise sieve analysis, moisture content determination and Atterberg limits, if necessary.
- Conduct engineering analysis and prepare a geotechnical report for the proposed roadway repairs, including:

- Perform slope stability analyses based on the field observations and measurements, soil and groundwater conditions explored, city provided survey data and researched lidar and other site features/literature to model the existing slope conditions.
- Perform stability analyses for up to three repair options, as appropriate. We will review and discuss slope repair options with City personnel and evaluate appropriate repair alternatives such as fill replacement and regrading, ground anchor systems (such as soil nails) and structural soldier pile walls. We have assumed this will include one, one-hour meeting with appropriate City staff to discuss alternatives.
- Prepare our deliverable assumed to comprise a geotechnical report with the results of our field explorations, laboratory testing and discussions on results of repair alternatives analysis and rough order of magnitude (ROM) cost estimates. The report will include a site plan with boring locations and supporting data, including boring logs and laboratory testing results. We plan to prepare a draft report that will be finalized upon receipt of any City comments. Analysis of our slope stability results of slope repair alternatives will be provided; however conceptual repair figures are excluded.

Terms, Fee Estimate and Schedule

We are in a position to begin work immediately after receiving your authorization to proceed. Our preferred specialty driller is typically scheduled about 6 weeks out. The borings will take up to 2 days to complete. The laboratory work will be completed approximately 3 weeks following the drilling. The report will be available approximately 4 weeks thereafter, depending on collaboration timelines with the City. We plan to communicate our findings to you as they are developed, should changes or conditions vary from anticipated.

Our services will be completed in accordance with the terms and schedule of charges described in our on-call contract with the City of Bonney Lake dated April 1, 2026, and that the City will issue a task order from the on-call contract. We will endeavor to keep you apprised of project status and conditions that may significantly affect our scope and estimate.

We suggest establishing a budget of **\$31,000** for the services described above. This includes subcontracted drilling services. A summary of our proposed fee is shown in Table 1, Cost Estimate, below.

TABLE 1. COST ESTIMATE

DESCRIPTION	FEE
Project set-up, management, and review of existing information	\$2,200
Field coordination, subcontractor management and utility locate submission	\$1,300
GeoEngineers field exploration services during drilling (1 day)	\$3,000
Laboratory testing and log preparation	\$1,500
Subcontracted Driller	\$8,500
Topographic surface development, design, slope stability analysis, City alternatives meeting	\$8,000
Report and figure preparation	\$6,500
Estimated Total	\$31,000


There are no intended third-party beneficiaries arising from the services described in this proposal and no party other than the party executing this proposal shall have the right to legally rely on the product of our services without prior written permission of GeoEngineers.

This proposal is valid for a period of 60 days commencing from the first date listed above and subject to renegotiation by GeoEngineers, Inc., after the expiration date.

Please call if you have any questions regarding the contents of the scope and fee estimate.

Sincerely,
GeoEngineers, Inc.


Mark W. Rose, PE
Senior Geotechnical Engineer


Dennis J. Thompson, PE
Associate Geotechnical Engineer

MWR:DJT:atk

Proprietary Notice: The contents of this document are proprietary to GeoEngineers, Inc. and are intended solely for use by our client to evaluate GeoEngineers' capabilities and understanding of project requirements as they relate to performing the services proposed for a specific project. Copies of this document or its contents may not be disclosed to any other parties without the written consent of GeoEngineers.

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2025-2026 BIENNIAL BUDGET
Exhibit "A"

	'001	'120	'121	'125	'126	'130	'131	'202	'301	'302	'320	'303	'401	'402	'415	'501
	General Fund	Drug Investigation Fund	Federal Drug Investigation Fund	Cumulative Reserve Fund	Contingency Fund	Affordable Housing Tax Fund	ARPA Fund	Debt Service Fund	Street CIP Fund	Park CIP Fund	General Govt CIP Fund	PWC Const Fund	Water Funds	Sewer Funds	Stormwater Funds	Equip Replacement Funds
PROJECTED BEGINNING BALANCE	\$ 23,190,334	\$ 73,460	\$ 169,254	\$ 4,556,695	\$ 1,357,621	\$ 229,058	\$ 2,011,349	\$ 154,338	\$ 9,057,446	\$ 4,874,694	\$ 2,041,819	\$ (0)	\$ 20,002,663	\$ 21,433,534	\$ 4,299,327	\$ 6,394,613
Operating Revenues & Other Sources	49,947,378	6,000	15,000	542,000	120,000	76,000	10,000	2,014,000	3,116,050	1,751,000	2,045,900	-	34,586,161	24,808,916	6,955,572	6,071,161
Expenditures & Uses	51,754,928	20,000	30,000	782,556	-	-	1,985,348	1,972,628	5,142,500	5,655,000	1,408,000	-	43,729,313	37,250,295	7,448,147	3,686,537
Total Change in Fund Balance for the Biennium	(1,807,550)	(14,000)	(15,000)	(240,556)	120,000	76,000	(1,975,348)	41,373	(2,026,450)	(3,904,000)	637,900	-	(9,143,153)	(12,441,379)	(492,574)	2,384,624
<u>ENDING BALANCE</u>	21,382,784	59,460	154,254	4,316,139	1,477,621	305,058	36,001	195,711	7,030,996	970,694	2,679,719	(0)	10,859,510	8,992,154	3,806,753	8,779,236
Total Biennial Budget	73,137,712	79,460	184,254	5,098,695	1,477,621	305,058	2,021,349	2,168,338	12,173,496	6,625,694	4,087,719	(0)	54,588,823	46,242,450	11,254,899	12,465,774

City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Agenda Bill Number:	AB26-44 -
Agenda Item Type:	Motion
Presenter:	Ken Gill, City Engineer, Andrew Fonda, Assistant City Engineer
City Strategic Goal Category:	Growth Vision
Department/Division Submitting:	Public Services Staff
Impacted Departments That Received Notification:	Public Services

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington Authorizing The Public Services Director Or Designee To Sign The Task Order With PSOMAS For Traffic Signal Evaluation Services To Support The West Tapps Highway And Church Lake Road Intersection Improvements.

Short Background Summary:

In May 2024 SCJ prepared the attached Intersection Control Evaluation ICE. A traffic signal was the preferred alternative and shown on Figure 8 titled Church Lake Road East at W Tapps Highway-Traffic Signal Alternative. The signal does not need any ROW or environmental permitting.

A preliminary cost estimate was \$707,300 and the signal purchase (\$300K) is the highest item in the estimate. The cost estimate is shown in Appendix C-Church Lake RD-W Tapps HWY E Signal. The signal is expected to be warranted in 2031 based on the conclusions in the SCJ ICE.

The Sumner Bonney Lake School District is removing our signal as shown on attached Sheet TS.1 as part of the construction of the new roundabout to serve Bonney Lake High School and Mountain View Middle School.

Staff have requested that PSOMAS evaluate how much of the existing signal could be reused at West Tapps and Church Lake Road. The attached scope and fee have additional details. A new contract with PSOMAS is not required as the City already has an on-call contract with PSOMAS. However, as this task assignment was not contemplated when the City's Street Capital Improvement Plan was prepared, staff wanted to ensure that the City Council was aware and approved of the funds being utilized for this effort.

Budget Explanation:

The attached 2025/2026 budget included \$500,000 for design of West Tapps Hwy & Church Lk Rd as part of the West Tapps Corridor Improvement Project. The attached \$12K scope and fee would be taken from this funding.

Committee, Board, Commission, & Hearing Examiner Review

Name Of Committee/Commission/Examiner Meeting: Community Development Committee

Date of Committee/Commission/Examiner Meeting: 6/2/2026

Date of Committee/Commission Public Hearing:

Committee/Commission/Examiner Meeting Decision:

Council Action

Date of Council Workshop

Date of Council Meeting

Date of Council Public Hearing

6/16/2026

Exhibit A

City of Bonney Lake Existing Signal Reuse Assessment Task Order #1

Psomas
Scope of Work
May 14, 2026

INTRODUCTION

The Sumner-Bonney Lake School District has submitted proposed improvements to the City at the intersection of 196th Ave Ct E and the entrances to both Bonney Lake High School and Mountain View Middle School. Currently, there is a four-legged intersection that is signal controlled at this intersection. Future improvements consist of removal of the signal and installation of a roundabout. Additionally, the City of Bonney Lake has identified that the intersection of Church Lake Road E and West Tapps Highway within City Limits would require a signal installation by 2031, per a study completed by SCJ Alliance.

This on-call task order outlines the work required to identify what, if any, existing signal equipment could be reused or salvaged from the intersection at 196th Ave Ct E and repurposed for use at Church Lake Road E and West Tapps Highway. The product of this on-call task order is a meeting between Psomas and City of Bonney Lake engineering staff with a follow up email identifying the following:

- Signal equipment and appurtenances that can be repurposed
- Signal equipment and appurtenances that cannot be repurposed and would require new
- Signal equipment that may need to be modified prior to being repurposed
- Signal equipment that should be stored in the interim until further improvements are constructed at Church Lake Road

Additionally, the City has requested that Psomas develop a funding level fee estimate for plans, specifications and estimate for bid of the signal utilizing repurposed equipment where available and new equipment where necessary for funding requests.

Assumptions

- The project is locally funded; there are no federal funds associated with this project.
- The signal is not to be designed under this scope of work; the scope of work only includes developing a funding level fee estimate for PS&E for signal plans.
- A City representative that is familiar with the existing signal and operations will be available for the site visit to open the signal cabinet.
- The City utilizes Pierce County staff for signal technician services, the City will coordinate with Pierce County to arrange for the signal technician to be onsite during the site visit, in lieu of the signal technician being onsite, City will provide Psomas with contact information for the signal technician for any questions that may arise from the field visit.

INFORMATION PROVIDED BY THE CITY

City of Bonney Lake has provided the following to assist with this on-call:

- Church Lake and West Tapps Highway Intersection Control Evaluation
- Cover page and signal removal plans for school project
- Preliminary layout and estimate of proposed signal configuration at Church Lake & West Tapps Hwy
- Existing signal plans for review prior to the field visit, in pdf format if available

SCOPE OF WORK

Task 1 – Project Management

This task covers the effort required to manage the contract and to assure that the project meets the City's expectations for schedule, budget, and quality of product. Effort included under this task is as follows:

- 1.1 Psomas will provide continuous project coordination and internal management for the project duration (estimate 2 months).
- 1.2 Psomas will prepare monthly progress reports identifying work in progress, upcoming work elements, and reporting of any delays, problems, or additional information needs.

Products:

- Monthly progress reports.
- Project meeting minutes.
- Miscellaneous project coordination documentation.

Task 2 – Signal Reuse Site Visit

This task covers the effort required for Psomas staff to visit the existing signal site and proposed signal site and develop recommendations for signal reuse:

- 2.1 Psomas staff will visit the existing signal site in coordination with the City's signal technician to determine capability of the City to reuse existing signal equipment and appurtenances. Psomas staff will follow that site visit with a site visit to the proposed intersection to determine existing conditions, site constraints and general layout.
- 2.2 Psomas will prepare for and conduct a meeting with City staff to determine what equipment can be repurposed, what equipment will need to be new and general recommendations for signal installation. This will be documented with a follow up email to the City Engineer.

Products:

- Site Visit & notes
- Meeting with City and staff
- Follow up email consisting of recommendations for signal equipment repurposing

Assumptions:

- Existing signal equipment is of sufficient age and condition for reusability to be a recommended; if equipment is found to be obsolete or unsupported, replacement will be recommended regardless of physical condition

Task 3 – PS&E Fee Estimate

This task covers the effort required for Psomas staff to develop a funding level fee estimate for PS&E production after meeting with the City to discuss signal reuse. The following will be incorporated into the PSE fee estimate:

- 3.1 Psomas staff will develop a funding level estimate for the engineering fee for PS&E for the project including tasks, sheet list, necessary subconsultants, supporting reports and coordination with other proposed City projects within the intersection.
- 3.2 Psomas will send the PSE funding estimate to the City prior to scheduling a meeting to discuss overall costs and design fee level.

Products:

- Preliminary Fee estimate
- Meeting with City and staff

Assumptions:

- No plans, specifications or estimate will be produced as part of this Task order.
- This funding level estimate for engineering shall take the following into consideration:
 - Future alignment of Allan Yorke Park to Foothills trail
 - Clear zone requirements
 - Lighting analysis to meet WSDOT standards
 - Mast arm length revisions or footing locations to adapt to mast arm length
 - APS buttons would be stored by the City until warrants for crossings are met
 - Recommendation of overhead utility line relocation or undergrounding.
 - Future improvements at this intersection are slated to include utility improvements and regrading of a vertical curve. These improvements would NOT be included in the signal installation plans. However, signal installation plans should not preclude these improvements.
 - The preliminary fee estimate for plans should reflect the City's desire to, in the interim, construct the new signal on new foundations, in locations that are appropriate for future projects, not including installation of conduit, but have the conduit planned for future installation. The signal then would be inactive until future projects come through and the signal would be wired and activated.
- Subconsultant fees needed for design fee estimate will be estimated based on previous project work
- No scope will be developed at this time; PS&E fee estimate will be based on assumed task hours and past project experience.
- The City has indicated that no right-of-way will be required to construct the signal. ROW subconsultants will not be included. If Psomas, identifies ROW needs this will be discussed with the City prior to finalizing fee estimate.
- Permitting as part of the PS&E package will be based on the future project being locally funded.

ADDITIONAL SERVICES

It may be necessary for Psomas to provide services in addition to those outlined above as requested and approved by the City. It is assumed that additional services could include tasks such as survey, utility locates, design elements, exhibits and other work tasks not included in the Scope of Work. At the time these services are required, the Consultant shall provide the City with a detailed Scope of Work and an estimate of costs. The Consultant shall not proceed with the work until the City has authorized the work and issued a Notice to Proceed.

EXHIBIT B PRIME CONSULTANT COST COMPUTATIONS

Client: City of Bonney Lake
Project Name: OC Task order 1 - Reuse of signal equipment
Psomas Project Number: 9BON010891
Date: May 2026

Task No.	Task Description	Labor Hour Estimate						Total Hours and Labor Cost Computations by Task	
		Engineering Manager I	Asst. Engineering Manager	Design Engineer II	Design Engineer III	Senior Admin	Office Admin		
		\$260.00	\$237.00	\$153.00	\$164.00	\$155.00	\$121.00	Hours	Totals
Task 1 - Management and Coordination									
1.1	Project Coordination	2	4			2	2	10	\$ 2,020.00
1.2	Monthly Progress reports		2			2		4	\$ 784.00
	Task Total	2	6	0	0	4	2	14	\$ 2,804.00
Task 2 - Signal Reuse Site Visit									
2.1	Field Visit to existing signal and proposed signal site	6	4	4	4			18	\$ 3,776.00
2.2	Meeting with City and follow up email	2	2	4				8	\$ 1,606.00
	Task Total	8	6	8	4	0	0	26	\$ 5,382.00
Task 3 - PS&E Design Estimate									
3.1	Developing funding level estimate for PS&E of new signal	2	2	6	6			16	\$ 2,896.00
3.2	Meeting with City to discuss PS&E costs	1	1					2	\$ 497.00
	Task Total	3	3	6	6	0	0	18	\$ 3,393.00
	Total Labor Hours and Fee	13	15	14	10	4	2	58	\$ 11,579.00
Reimbursable Direct Non-Salary Costs									
								Mileage at current IRS rate	\$ 81.00
								Reproduction Allowance	
								Total Reimbursable Expense	\$ 81.00
								Management Reserve	\$ -
								Total Estimated Budget	\$ 11,660.00

Intersection Control Evaluation

Church Lake Road E at W Tapps Highway

City of Bonney Lake, Washington

Prepared For:

City of Bonney Lake, Washington

Prepared By:

SCJ Alliance

8730 Tallon Lane NE, Suite 200

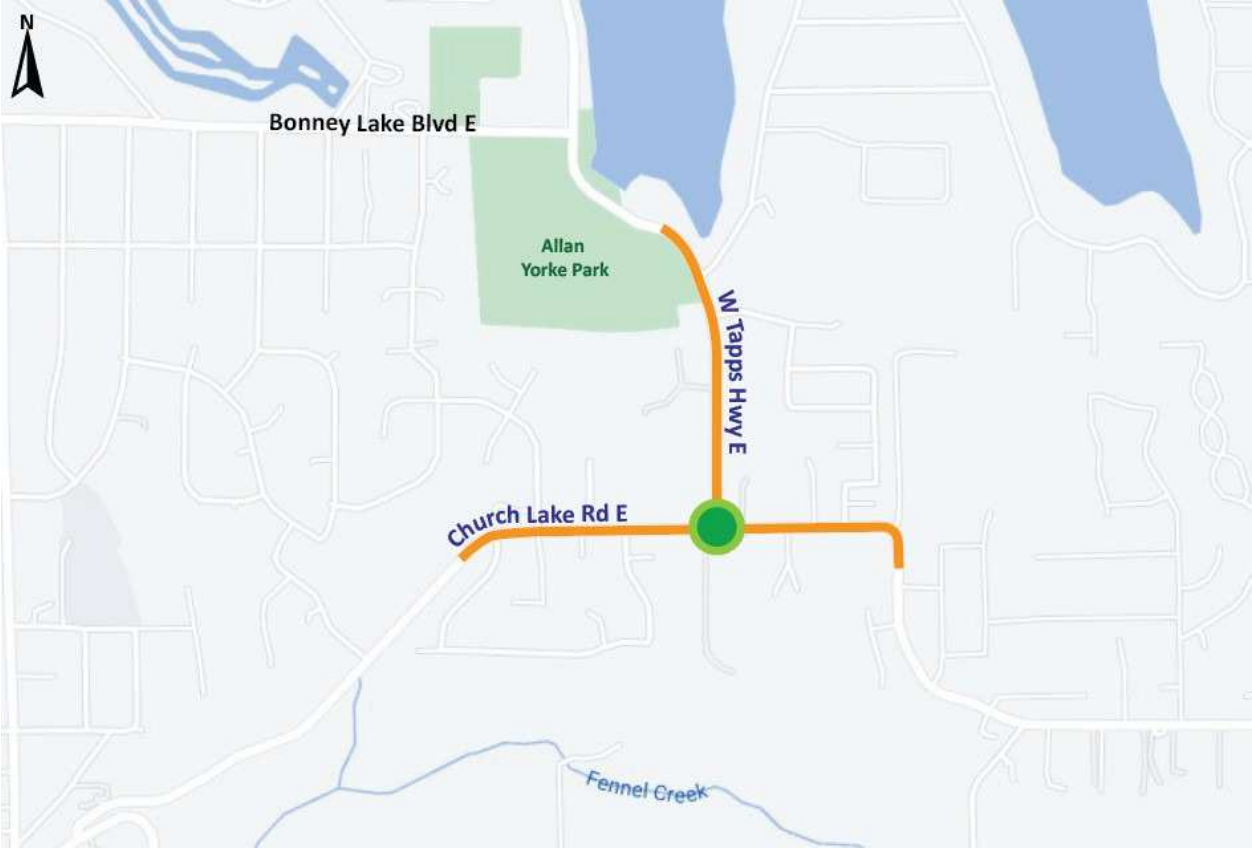
Lacey, WA 98516

360.352.1465

May 2024



Figure 1. Project Vicinity



4 Intersection Alternatives

The City's current transportation plan includes a long-range improvement to the intersection of Church Lake Road E with W Tapps Highway. This intersection would involve installation of a traffic signal, as well as an eastbound left turn lane and a southbound left turn lane at this location. Before advancing this improvement, the city wants to re-evaluate the intersection to confirm the appropriate form of traffic control that should be implemented. Two intersection improvement alternatives have been developed and are described and evaluated in this chapter.

4.1 Identification of Alternatives

Two intersection improvement alternatives have been identified and studied including the addition of traffic signal control with added lane channelization, and single lane roundabout control. Analysis will be conducted at the sketch planning level to determine optimal traffic operations, and to identify footprint and determine how it will impact right of way, environment, and cost.

- ◆ *Traffic Signal* – As shown in **Figure 8**, this alternative initially assumes the same channelization as exists today on both roadways approaching the intersection.

Figure 8. Church Lake Road E at W Tapps Highway - Traffic Signal Alternative



Table 5. Signal Warrant Analysis

Roadway	2023 Volumes			Warrant 1: 8-Hour Vehicular Volume		Warrant 2: 4-Hour Vehicular Volume	Warrant 3: Peak Hour Vehicular Volume
	Peak Hour (VPH)	4th Hour (VPH)	8th Hour (VPH)	Condition A Minimum Volume	Condition B Minimum Volume		
<u>Veterans Memorial Drive</u>							
Total Both Approaches	466	363	247	500	750	See Figure 4C-1 – Appendix D	See Figure 4C-3 – Appendix D
<u>Angeline Road</u>							
Southbound	459	358	243	150	75	See Figure 4C-1	See Figure 4C-3
Northbound	0	0	0				
Minimum Volume Warrants Satisfied:				No	No	Yes	Yes

5.1.5 Stop Sign Warrant Analysis

The Manual of Uniform Traffic Control Devices (MUTCD) includes a process to evaluate the need and justification for installation of all-way traffic control devices. Three warrants have been identified, only one of which needs to be met but it must be justified in full. These warrants include:

1. Where traffic signals are warranted and urgently needed, the multiway stop as an interim measure that can be installed quickly to control traffic while arrangements are being made for the signal installation.
2. Where there is a crash problem as evidenced by five or more reported crashes in a 12-month period of a type that could benefit from all-way stop installation (such as turn or angle collisions)
3. Where minimum traffic volumes must be met including:
 - All entering volumes must average at least 500 vehicles per hour for any eight hours of an average day (300 on the main road and 200 on the minor road); and
 - The combined vehicle and pedestrian volume from the minor street must average at least 200 per hour for the same eight hours, with an average delay to vehicle traffic of at least 30 seconds per vehicle during the maximum hour. However, if the 85th percentile speed of the major street exceeds 40 mph, the minimum vehicle volume warrant is 70 percent of the foregoing requirement.

In evaluating the intersection of Church Lake Road with W Tapps Highway, the following can be concluded:

1. Signal installation is not currently warranted and is not expected to be warranted until about 2031. All way stop installation would only be permitted as an interim measure if the warrants could be met and installation was delayed for whatever reason (such as availability of funding or equipment purchase).

2. The evaluation of crash history indicates that a total of six crashes occurred over the five year period between January 1, 2018 and December 31, 2022, with an average annual crash of 1.2 vehicles. This warrant would not be met.
3. As indicated in hourly traffic count data collected on Church Lake Road, the eighth highest hourly volume equals about 190 vehicles. Data for the eighth highest hour on W Tapps Highway must be estimated from the available PM peak hour count. The eighth highest hour would represent approximately 70 percent of the PM peak which equates to about 230 vehicles. The sum of these two approaching volumes would equal 420 vehicles which does not meet the threshold of 500 vehicles identified in the MUTCD.

Based on this analysis, installation of an All-Way Stop at the intersection of Church Lake Road with W Tapps Highway is not warranted and is not recommended for installation at this time. On a periodic basis traffic counts should be taken on both roads at the intersection to monitor when the eighth highest hourly volumes become sufficient to warrant installation of an All-Way Stop as a precursor to traffic signal installation.

5.2 Safety Analysis

Study intersection safety was assessed through crash data and to identify deficiencies. The data was reviewed to identify potential patterns for motor vehicle, pedestrian, and bicyclist crashes. The Washington Department of Transportation (WSDOT) provides crash data for study area roadways. The data was collected over the five-year span between January 1, 2018 and December 31, 2022 and is presented in **Table 6**.

During this five-year period there were six total crashes reported at or related to the study intersection, with two involving possible or suspected minor injuries. Of these six crashes, three involved rear end collisions, and three involved hitting a fixed object. There were no bicycle or pedestrian crashes reported at the intersection over the five year analysis period (2018-2022).

Table 6. Church Lake Road/W Tapps Highway Crash Data by Type and Severity (2018-2022)

Description	Fatal/Serious (crashes)	Fatal/All Injury (crashes)	Property Damage Only	Total (crashes)
Rear-end	0	1	2	3
Angle	0	1	2	3
Total	0	2	4	6

The Federal Highway Administration’s Crash Modification Factors Clearinghouse maintains and publishes information about the effectiveness of various transportation improvements (or crash countermeasures¹) in reducing crash incidence and/or severity. Crash Modification Factors (CMFs)

¹ Crash countermeasures are actions taken to reduce the danger or threat of a particular type of crash. The effectiveness of various countermeasures are identified through various Crash Modification Factors (CMFs) that indicate the proportion of crashes that would be expected to change after implementation of a countermeasure. FHWA provides an extensive database of CMFs in its online Crash Modification Factors Clearinghouse.

Project Name: Church Lake RD-W Tapps HWY E Signal
Client Name: City of Bonney Lake
SCJ Project No.: 23-000008
Estimate Level: Concept
Date: 5/16/2024



BID ITEM NO.	WSDOT STD ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	TOTAL QUANTITY	Schedule A Signal	TOTAL
PREPARATION							
1	0001	MOBILIZATION	L.S.	\$ 40,000.00	1.0	1.0	\$ 40,000
2	0050	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	L.S.	\$ 10,000.00	1.0	1.0	\$ 10,000
						Subtotal:	\$ 50,000
EROSION CONTROL AND ROADSIDE PLANTING							
3	6488	EROSION CONTROL AND WATER POLLUTION PREVENTION	L.S.	\$ 10,000.00	1.0	1.0	\$ 10,000
						Subtotal:	\$ 10,000
TRAFFIC							
4	6859	PLASTIC STOP LINE	L.F.	\$ 25.00	50.0	50.0	\$ 1,250
5	6912	TRAFFIC SIGNAL SYSTEM	L.S.	\$ 300,000.00	1.0	1.0	\$ 300,000
6	6971	PROJECT TEMPORARY TRAFFIC CONTROL	L.S.	\$ 60,000.00	1.0	1.0	\$ 60,000
						Subtotal:	\$ 361,250
OTHER ITEMS							
7	7038	ROADWAY SURVEYING	L.S.	\$ 15,000.00	1.0	1.0	\$ 15,000
8	7736	SPCC PLAN	L.S.	\$ 2,500.00	1.0	1.0	\$ 2,500
						Subtotal:	\$ 17,500

Subtotal Construction:	\$438,750	\$	438,750
Contingency @ 30%	\$131,625	\$	131,625
TOTAL CONSTRUCTION:	\$570,375	\$	570,375
Preliminary Engineering (PE) @ 12%	\$68,445	\$	68,445
Construction Management (CM) @ 12%	\$68,445	\$	68,445
SCHEDULE COST TOTALS:	\$707,265	\$	707,265
TOTAL PROJECT COST:	\$	\$	707,265

STREET CIP

Project	Project ID	2025	2026
ADA Improvements	ADA Plan	275,000	275,000
Chip Seal Program	CW3	300,000	300,000
Sidewalks		275,000	275,000
Street Reconstruction	CW1	350,000	350,000
Street Overlay- (192nd-SR410 to Old Sumner Buckley) <i>Dependent upon option for Sewer Project ID: LS-04 -LS17 or LS24</i>	CW3	275,000	275,000
Pavement Condition Index (PCI) <i>Maintains Eligibility for Federal Funds</i>	CW1 and CW3	75,000	
Angeline & Veteran’s Memorial Drive Roundabout (RAB) 2025- Design & 2026- ROW	I4	600,000*\$	50,000*\$
214th Overlay- (City Limits to City Limits) 2025- Design & Row & 2026- Construction	CW3	217,500	750,000**
W Tapps Hwy & Church Lk Rd <i>Part of West Tapps Corridor Improvement Project</i> 2025- Design	R37 and I1	500,000\$	
	Totals	\$2,867,500	\$2,275,000

*RTCC Grant \$562,250 (City match of 13.5%)

**Applying for TCC Grant \$648,750 (City match of 13.5%)

\$ TIF Eligible Projects

PARK CIP

Project	Project ID	2025	2026
AYP Northwest Parking Lot Upgrades	AYP A	4,100,000	
AYP Tennis Court Upgrades- (With Pickleball Conversion) <i>New Covered Basketball Court Portion Delayed</i>	AYP H	75,000	
Bonney Lake Sports Complex (BLSC) Pickleball/Multi-Sport Courts, Restrooms, Parking 2025 & 2026- Design	BLSC A	150,000	500,000
Cedarview Park (CVP) Covered Sport Court, Playfield Improvements & 206th Parking 2026-Design	CVP A		240,000
Viking Dog Park (VDP) ADA Access Pathway <i>Not until tree work is complete</i>	VDP	165,000	25,000
Wayfinding & Interpretive Signage	System-wide		50,000
Minor ADA Access & Amenity Upgrades	System-wide		100,000
AYP Ballfield 5 Playground Installation**^		250,000	
	Totals	\$4,740,000	\$915,000

**State Legislature (DOC) Grant \$151,000

^Project carried over from 2024

GENERAL GOVERNMENT CIP

Project	Project ID	2025	2026
Senior Center Improvements^		750,000*	
PSB Generator-Construction^	ARPA	600,000**	
JMC stairwell and elevator key card		28,000	
Demolition -Green Garage		30,000	
	Totals	\$1,408,000	\$0

*State Legislature (DOC) Grant \$630,500

**Remaining ARPA Funds \$215,887

^Project carried over from 2024

WATER CIP

Project	Project ID	2025	2026
Grainger Springs Upgrades- Construction^	F5	3,000,000	500,000
Wholesale 800 to 748 Zones Connection <i>Public Services Building Control Valve Modifications</i>	PZ4	166,000	
Tacoma Point Water Reservoir Replacement^ <i>Old Tank Demolition</i>	ST2	100,000	
Replace Pressure Relief Valve (PRV) 1 & 2 With New PRV Station			327,000
Lakeridge 810 Zone Reservoir**^	ST3	3,000,000	4,000,000
Lakeridge 748 Zone Water Reservoir^	ST4	3,000,000	4,000,000
West Tapps Drive Water Main <i>Part of West Tapps Corridor Improvement Project</i> 2025-Design	WM10	25,000	
Fennel Creek Crossing Water Main	WM31	2,500,000	2,000,000
Wellhead Protection Program <i>Related to Victor Falls Issues</i>	P4		630,000
Cedarview Water Main Replacement Program	WM4		300,000
12" Water Main Replacement- (Myers Rd to City Limits) 2026- Design	WM7		110,000
Decant Facility Roofing+		150,000	
	Totals	\$11,941,000	\$11,867,000

*Drinking Water State Revolving Fund Loan (DWSRFL) (DOH) \$9,280,000

+Peak 410 Developer Agreement states Developer to build Decant Facility with City responsible for the roof portion. Decant Facility needs to be moved out of AYP park as it is in violation of RCO Agreement.

^Project carried over from 2024

SEWER CIP

Project	Project ID	2025	2026
LS-17 Capacity Upgrades (Pumps, Valves, Grates)	LS-02	375,000	
LS-17 Replacement Construction or LS-24 Diversion Design 2025- Study & 2026- Design	LS-04	50,000	300,000
SR 410 Sewer Main Improvements (East of LS-17) <i>Includes Riverside Dr Sewer Manhole Replacement</i> 2025- Design & 2026- Construction	C-02	750,000	1,000,000
I&I Reduction Program- Angeline @ LS-17, 77th St Ct E @ 195th Ave Ct E, and 205th @ Inlet Island^	C-04	500,000	3,500,000
Sewer Plan Update	G-03	100,000	200,000
West Tapps Hwy Extension* <i>Part of West Tapps Corridor Improvement Project</i> 2025-Design		110,000	
Cedarview Sewer “Dry Line” Installation (Septic Reduction) 2026- Design	Rate Study Project		600,000
Decant Facility Roofing+		150,000	
City of Bonney Lake Subtotal		\$2,035,000	\$5,600,000
SUMNER WWTF PROJECTS			
WWTF Improvements		146,016	522,387
WWTF Aeration Basins		246,780	40,500
WWTF Clarifiers			54,000
WWTF Disinfection & Discharge			889,880
WWTF Biosolids		54,000	86,057
WWTF Biosolids Modernization		7,290,000	2,700,000
Mach & Eq - Sewer		3,375	
Mach & Eq - WWTF		20,383	
Sumner WWTF Subtotal		7,760,554	4,292,824
Totals		\$9,795,554	\$9,892,824

* This project is being done as part of a corridor project while the road is being reconstructed and the water mains installed. The project is being done instead of Mt. Creek Force Main Replacement (C-03) estimated at \$120,000 for design and \$750,000 for replacement. The Mt. Creek Force Main Replacement is being constructed by the developer as part of the Peak410 Project.

+Peak 410 Developer Agreement states Developer to build Decant Facility with City responsible for the roof portion. Decant Facility needs to be moved out of AYP park as it is in violation of RCO Agreement.

^Project carried over from 2024

STORM CIP

Project	Project ID	2025	2026
Water Quality Swale Retrofit Program-Construction \$ 2025- 67th Ct E & 2026- 67th St E ^	4-1	633,000*	690,000
Fennel Creek TMDL (Total maximum Daily Load) ^	NPDES Requirement	50,000**	50,000
NPDES (National Pollutant Discharge Elimination System) Compliance	NPDES Requirement	50,000	50,000
Inlet Island – Lake Tapps- Construction \$^ S Island Rd Conveyance Improvements at S Island Dr E	1-8	230,000	
Stormwater Management Action Plan (SMAP)^		100,000**	
Stormwater Comprehensive Plan		100,000	200,000
Lake Tapps Allan Yorke Park/West Tapps Highway East Subbasin Retrofit \$ <i>Part of West Tapps Corridor Improvement Project</i> 2025-Design	3-3	170,000	
Fennel Creek Stream Gauge	5-1		30,000
Decant Facility Roofing+		150,000	
	Totals	\$1,483,000	\$1,020,000

*Remaining ARPA Funds \$160,902

**Remaining ARPA Funds \$150,000

\$Request Pierce County Flood Control Zone District Opportunity Funds. Bonney Lake fund balance as of 1/1/2024 is of \$352,801 and estimated at \$50,000 each year.

+Peak 410 Developer Agreement states Developer to build Decant Facility with City responsible for the roof portion. Decant Facility needs to be moved out of AYP park as it is in violation of RCO Agreement.

^Project carried over from 2024

ER&R Fund

<u>Asset #</u>	<u>Dept</u>	<u>Item</u>	<u>2025</u>	<u>2026</u>	<u>Overage</u>
RS214	Facilities -GF	Transit Van	88,720		47,037
RS213	Water	F250 extended cab 4x4	68,250		36,378
RS416	Sewer	Transit Van	88,720		88,720
PD086	Police-GF	F250 Super duty/F350 4x4	79,380		49,011
PD1407	Police-GF	Escape/Pathfinder	64,100		38,739
PD1406	Police-GF	Tahoe/F150 4x4		110,780	64,049
PD1702	Police-GF	Tacho/F150 4x4		110,780	54,220
EQ292	Multiple	Brush Chipper		100,100	62,638
RS274	Water	F250 Extended cab 4x4		71,500	35,308
RS222	ER&R	Mechanic service truck		249,000	238,091
NEW	Multiple	Caterpillar wheel loader		202,890	202,890

*Please note that replacement vehicles have some money set aside in ER&R Fund. Not all are covered at 100% which causes the individual fund to pick up the balance-overage column.

City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Agenda Bill Number:	AB26-45 -
Agenda Item Type:	Resolution
Presenter:	Anneke Berry, Municipal Judge, Ken Gill, City Engineer
City Strategic Goal Category:	Public Safety Vision
Department/Division Submitting:	Public Services Staff
Impacted Departments That Received Notification:	Court Public Services Administrative Services

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Award Of A Professional Services Contract With BCRA For Concept Design And Cost Estimating Services For Tenant Improvements To The Justice And Municipal Center

Short Background Summary:

Judge Berry and staff have identified the need for a staff breakroom kitchen, access to an employee bathroom from staff breakroom rather than a public hallway, and safety/access improvements in the probation entry lobby. Staff have requested a scope and fee to prepare a conceptual design and cost estimate for these improvements for the 2027/2028 budget from an architectural consultant that specializes in public building design, remodeling and construction. BCRA's scope and fee is attached.

Budget Explanation:

Staff are requesting a \$19,888 transfer from the General Government CIP ending fund balance. \$1,627,951 is the estimated General Government CIP ending fund balance. Staff estimated the ending fund balance by subtracting \$101,100 (Old City Hall Demo), \$750,000 (PD improvements) and \$180,780 (Senior Center TI) from the \$2,679,719 balance shown in the 2025/2026 adopted budget.

Committee, Board, Commission, & Hearing Examiner Review

Name Of Committee/Commission/Examiner Meeting: Community Development Committee

Date of Committee/Commission/Examiner Meeting: 6/2/2026

Date of Committee/Commission Public Hearing: 6/2/2026

Committee/Commission/Examiner Meeting Decision:

	Council Action	
Date of Council Workshop	Date of Council Meeting	Date of Council Public Hearing
	6/16/2026	

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING AWARD OF A PROFESSIONAL SERVICES CONTRACT WITH BCRA FOR CONCEPT DESIGN AND COST ESTIMATING SERVICES FOR TENANT IMPROVEMENTS TO THE JUSTICE AND MUNICIPAL CENTER.

WHEREAS, Court staff have identified the need for staff breakroom kitchen, access to an employee bathroom from staff breakroom rather than a public hallway and safety/access improvements in the probation entry lobby; and

WHEREAS, estimating the cost of these improvements requires engineering and architectural service; and

WHEREAS, staff have selected the firm BCRA based in Tacoma, Washington and they have provided a scope and fee in the amount of \$19,888 to estimate the total cost for these improvements for preparing the 2027/2028 budget; and

WHEREAS, the General Government CIP fund has an approximate ending fund balance equal to \$1.63M after subtracting proposed amended budgeted funds for PD improvements (\$750K), City Hall Demo (\$101K) and the Senior Center TI (\$180,780); and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Authorization use of Ending Fund Balance. The City Council authorizes the use of \$19,888 from the General Government CIP fund.

Section 2. Implementation Authorized. The Mayor is hereby authorized to sign the Professional Services Contract with BCRA.

Passed by the City Council this 16th day of June, 2026.

Terry Carter, Mayor

AUTHENTICATED:

Sadie A. Schaneman, CMC, City Clerk

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF BONNEY LAKE AND BCRA, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT is entered into by and between the City of Bonney Lake, Washington, a municipal corporation (“City”) and BCRA Inc., organized under the laws of the State of Washington, located and doing business at 2106 Pacific Avenue, Suite 300, Tacoma, Washington 98402 (hereinafter the “Consultant”).

RECITALS:

WHEREAS, the City desires to have design services for the tenant improvement modifications for the Justice & Municipal Center performed; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions; and

WHEREAS, the City complied with the requirements for hiring Consultant contained in Chapter 39.80 RCW;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the Parties agree as follows:

AGREEMENT:

1. Scope of Services to be Performed by Consultant.

The Consultant shall perform those services described on Exhibit “A,” which is attached hereto and incorporated herein by this reference as if set forth in full. In performing such services, the Consultant shall at all times comply with all federal, state, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance. The Consultant shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

2. Compensation and Method of Payment.

The City shall pay the Consultant for services rendered a sum not to exceed Nineteen Thousand Eight Hundred Eighty-Eight Dollars (\$19,888) for the work set forth in Exhibit “A”. The City shall pay the Consultant monthly for the hours performed completing the scope of work and with the rates listed in Exhibit B, provided that the Consultant is making steady progress on the work and meeting its deadlines. Such installments shall be paid for by the City’s check processing schedule with the final installment being paid after delivery of project cost estimate of probable construction cost, consultant cost, and owner costs. The City reserves the right to direct the Consultant's compensated services before reaching the maximum amount.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on the date the last Party executes this Agreement and ending August 31, 2026

unless sooner terminated under the provisions of this Agreement or extended by mutual agreement of the Parties. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. Ownership and Use of Documents.

A. *Ownership.* Any records, files, documents, drawings, specifications, data, or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not. Reuse of materials produced by the Consultant other than as contemplated by this Agreement shall be without liability to the Consultant.

B. *Records preservation.* Consultant understands that this Agreement is with a government agency and thus all records created or used in the course of Consultant's work for the City are considered "public records" and may be subject to disclosure by the City under the Public Records Act, Chapter 42.56 RCW ("the Act"). Consultant agrees to safeguard and preserve records in accordance with the Act. Consultant shall retain the records for six (6) years after substantial completion of the project. The City may be required, upon request, to disclose the Agreement, and the documents and records submitted to the City by Consultant, unless an exemption under the Public Records Act applies. If the City receives a public records request and asks Consultant to search its files for responsive records, Consultant agrees to make a prompt and thorough search through its files for responsive records and to promptly turn over any responsive records to the City's public records officer at no cost to the City.

5. Independent Consultant. The Parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives, and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

6. Indemnification. Consultant shall indemnify, and hold the City, its officers, officials, employees, agents, and volunteers harmless, from any and all claims, injuries, damages,

losses or suits including reasonable attorneys' fees, to the extent arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties.

The provisions of this section shall survive the expiration or termination of this Agreement.

7. **Insurance.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. *Minimum Scope of Insurance.* Consultant shall obtain insurance of the types described below:

- i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Consultants and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- iv. Professional Liability insurance appropriate to the Consultant's profession.

B. *Minimum Amounts of Insurance.* Consultant shall maintain the following insurance limits:

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- ii. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
- iii. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

C. *Other Insurance Provision.* The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

D. *Acceptability of Insurers.* Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-VII.

E. *Verification of Coverage.* The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

F. *Notice of Cancellation.* The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. *Failure to Maintain Insurance.* Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

H. *No Limitation.* Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services

performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven (7) years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

9. City's Right of Inspection and Audit.

A. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

B. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City during the performance of this Agreement. All work products, data, studies, worksheets, models, reports, and other materials in support of the performance of the service, work products, or outcomes fulfilling the contractual obligations are the products of the City.

10. Consultant to Maintain Records to Support Independent Contractor Status. On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the Parties which is subject to RCW Title 51, Industrial Insurance.

11. Work Performed at the Consultant's Risk. The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection reasonably necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

12. Termination.

A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven (7) days' prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports, or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be canceled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than fourteen (14) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

13. Force Majeure. Notwithstanding anything to the contrary in this Agreement, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, governmental laws, regulations or restrictions, civil commotions, Casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization, breaches in cybersecurity, and other causes beyond the reasonable control of the Party obligated to perform, regardless of whether such other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this paragraph (collectively, a "**Force Majeure**"), shall excuse the performance of such Party for a period equal to any such prevention, delay or stoppage. To the extent this Agreement specifies a time period for performance of an obligation of either Party, that time period shall be extended by the period of any delay in such Party's performance caused by a Force Majeure. Provided however, that the current COVID-19 pandemic shall not be considered a Force Majeure unless constraints on a Party's performance that result from the pandemic become substantially more onerous after the effective date of this Agreement. In order to claim Force Majeure, the Party claiming must provide notice to the other Party within fourteen (14) days of the event which constitutes Force Majeure or such claim shall be waived for any period in which notice was due.

14. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, presence of any sensory, mental or physical disability, or other circumstance prohibited by federal, State or local law or ordinance, except for a bona fide occupational

qualification.

15. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City. Any assignment made without the prior approval of the City is void.

16. Conflict of Interest. The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City.

17. Confidentiality. All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Consultant shall not disclose any such information to any third parties without (1) the prior written consent of the City or (2) legal process requiring disclosure, provided advance notice is provided to the City. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

18. Non-Appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

19. Employment of State Retirees. The City is a "DRS-covered employer" which is an organization that employs one or more members of any retirement system administered by the Washington State Department of Retirement Systems (DRS). Pursuant to RCW 41.50.139(1) and WAC 415-02-325(1), the City is required to elicit on a written form if any of the Consultant's employees providing services to the City retired using the 2008 Early Retirement Factors (ERFs), or if the Consultant is owned by an individual who retired using the 2008 ERFs, and whether the nature of the service and compensation would result in a retirement benefit being suspended. Failure to make this determination exposes the City to significant liability for pension overpayments. As a result, before commencing work under this Agreement, Consultant shall determine whether any of its employees providing services to the City or any of the Consultant's owners retired using the 2008 ERFs, and shall immediately notify the City and shall promptly complete the form provided by the City after this notification is made. This notification to DRS could impact the payment of retirement benefits to employees and owners of Consultant. Consultant shall indemnify, defend, and hold harmless the City from any and all claims, damages, or other liability, including attorneys' fees and costs, relating to a claim by DRS of a pension overpayment caused by or resulting from Consultant's failure to comply with the terms of this provision. This provision shall survive termination of this Agreement.

20. Entire Agreement. This Agreement contains the entire agreement between the Parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the Parties. If there is a conflict between the terms and conditions of this Agreement and the attached exhibit, then the terms and conditions of this

Agreement shall prevail over the exhibit. Either Party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

21. Notices. All notices or other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered, in which case the notice or communication shall be deemed given on the date of receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, in which case the notice or communication shall be deemed given three (3) business days after the date of deposit in the United States mail; or (c) sent by overnight delivery using a nationally recognized overnight courier service, in which case the notice or communication shall be deemed given one business day after the date of deposit with such courier. In addition, all notices shall also be emailed, however, email does not substitute for an official notice. Notices shall be sent to the following addresses:

Notices to the City of Bonney Lake shall be sent to the following address:

City Clerk
City of Bonney Lake
9002 Main Street E.
Bonney Lake WA 98391

Notices to the Consultant shall be sent to the following address:

Lori Robbin
BCRA
2106 Pacific Ave, Ste 300
Tacoma WA 98402
lrobbin@bcradesign.com

22. Applicable Law; Venue; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the Parties specifically understand and agree that venue shall be exclusively in Pierce County, Washington. The prevailing party in any such action shall be entitled to its reasonable attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

23. Compliance with Laws. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

25. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the

Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement as of the dates listed below.

CITY OF BONNEY LAKE

CONSULTANT

Name: Terry Carter

Name: Kim Doyle

Title: Mayor

Title: Senior Associate/Project Manager

Date: _____

Date: _____

ATTEST

By: _____
Sadie A. Schaneman, MMC
City Clerk

APPROVED AS TO FORM

Jennifer S. Robertson, City Attorney

EXHIBIT A

Scope of Services to be Provided by Consultant. The Scope of Services is described in the attached Proposal dated May 21, 2026, which is attached hereto and incorporated herein.

EXHIBIT B

Rates of Services to be Provided by Consultant. The Rates of Services is described in the attached Proposal dated May 21, 2026, which is attached hereto and incorporated herein.



2106 Pacific Avenue, Suite 300
Tacoma, WA 98402

May 21, 2026

Ken Gill, City Engineer
City of Bonney Lake
21719 96th Street East
Buckley, WA 98321

Sent VIA Email: gillk@bonneylake.gov

RE: Bonney Lake Justice & Municipal Building: Tenant Improvement
Proposal for Concept Design
BCRA Project No. 26071.00.00

Dear Mr. Gill:

BCRA is pleased to present the following Proposal to provide design services for the tenant improvement modifications for the Bonney Lake Justice & Municipal Building.

BCRA's team will provide architecture and interior design services. We will retain consultants for professional cost estimating (Wiggins Preconstruction Services) services for the project.

Project Description

BCRA understands this project to be a tenant improvement to the first floor of the existing Bonney Lake Justice & Municipal Building to include:

Existing Conference & High-Density File Area:

- Remove high-density files
- Create space for staff break room, to include sink, dishwasher, refrigerator and space for 4-5 tables.

Staff Restroom:

- Create access from new staff break room space and remove access from public hallway.

Probation Entry:

- Create secure lobby for public to enter space, to include options for access to probation by public and customer service window.
- Create visual separation from probation area to judge's chambers.

Scope of Services

The scope of this proposal is to provide Concept Design for use in the 2026 budget determination for the 2027/2028 budget cycle. Construction documents, Permitting, Bidding and Construction Administration scope of services and fee will be developed after the completion of concept design.

Concept Design phase will include:

1. **Meeting:** One meeting at Municipal Building to initiate the concept phase.
2. **Conceptual Floor Plans:** Development of up to two (2) conceptual floor plans (to include preliminary exiting and fire/life safety review).
3. **Meeting:** Meet (virtually) to review concept designs. Provide one (1) revision for final Client approval.

4. **Cost Estimating:** Provide project cost estimate of probable construction cost, consultant cost and owner costs.
 - a. Meet virtually to review and approve the cost estimate.

Fees

Scope of Services	Architecture/ Interior Design	Cost Estimating (Wiggins)	Total
01 Concept Design	\$12,872	\$6,630	\$19,502
990 Reimbursable Expenses	\$386		\$386
Project Total			\$19,888

All fees shown above are fixed fees. Subconsultant fees in the table include a 12% administrative markup.

Reimbursable expenses are in addition to the above fees and include expenses such as printing, reproductions, plots and standard form documents, postage, single day travel expenses and mileage, etc. Reimbursable expenses will be billed at cost plus 12% with supporting documentation.

Overall Project Assumptions | Exclusions:

1. BCRA’s scope includes services for Architecture, Interior Design and Cost Estimating.
2. BCRA will rely on client-provided existing facility information, including but not limited to construction type, building area, occupancy classification, and other factors that may impact the design, construction documents, and permitting process.
3. Project meetings will be conducted via teleconference and electronic visuals when able, unless noted otherwise above.
4. Client-hired consultants will provide all documents including drawings, specifications, reports and other supporting documents as required relating to their specific work. Specific work scopes will be coordinated by BCRA to avoid gaps or overlap of responsibilities between disciplines.
5. Deliverables will be sent to client via electronic file exchange. Printing and delivery of hard copies will be billed as reimbursable expenses at cost plus 12% and will be sent only upon client’s request.
6. Additional items not identified in the Scope of Services herein, including but not limited to additional submittals, deliverables or meetings are considered additional service. Written notice will be given to the Client and approval obtained prior to work being done.
7. The following are not anticipated or included:
 - a. Preparation of documents and presentations to governmental agencies including but not limited to: landmarks commissions, zoning boards, boards of standards and appeals, local planning boards
 - b. LEED or Sustainable Sites Initiative documentation or a design to meet specific requirements outside of local municipal code.
8. Time is not included for modifications, beyond minor adjustments, to drawings that have been previously approved or are substantially finished. This includes, but is not limited to changes to the plans, elevations, sections or details, as well as the selection of new color and materials specifications or substitution for any material previously approved.

Exhibit A



Kim Doyle
BCRA

May 20, 2026

Dear Kim,

Thank you for inviting Wiggins Preconstruction Services to join your team on this important project. Below you will find a fee proposal to perform cost estimating services for the **Bonney Lake Justice & Municipal Building TI**.

Estimate Level: Conceptual (two schemes)

Scope	Hours	
Project Management & Meetings	4	
Civil / Site & Structural Improvements Cost Estimating		<i>None Anticipated</i>
Architectural Cost Estimating	16	
Mechanical, Electrical, & Plumbing Cost Estimating	8	
Final Estimate Adjustments & Pricing Break Outs	4	

*Estimating Fees Clarifications

Fees include all expenses.

Fees are for construction cost estimating only. Soft costs estimating is excluded.

Respectfully,

Matt Wiggins

Principal

Wiggins Preconstruction Services

M: 360.870.5100 **E:** mattw@wigginsprecon.com

Judicial Branch Multi-Department Remodel

Judicial Departments affected:

Judicial Administrative Services

Court Support Services

Community Court Services

Proposed changes:




2nd Reception window (former city clerk window): Court Support Services and Community Court Services (and Judge access)

Breakroom creation with kitchen and bathroom access (all court departments)

Narrative:

The Bonney Lake Municipal court has grown exponentially since taking up residence in the building 2011. Currently, court is in session all day, Mondays, Wednesdays and Thursdays every week with some hearings on Tuesdays and occasional Fridays. On a full day the court will handle anywhere from 50-70 cases, meaning at any given time there are a minimum of 5-15 people present in the public areas. While the internal offices have expanded to fill all office space on the ground floor, there has been no addition of staff areas to wash hands, prepare food, eat, relax or use the bathroom without public interaction. The addition of a break-room and kitchen area coupled with private bathroom access would increase safety while decreasing anxiety and stress, ensuring the physical and mental health of the 9+ employees that use the area daily.

Reception window/fire-door–

-  Unsafe space
-  Usable wasted space
-  Inaccessible to public

✚ Unfriendly/inefficient public view

Breakroom and Kitchen addition/bathroom access –

✚ Kitchen area Inaccessibility:

- No access to food prep/cleaning/storing Most of the day M, W, R
- No access to water in offices
- Current kitchen is a conference room/ jury room
- Classes held in conference room 4 days a week: Theft Consumer Awareness, Anger management, DV MRT, AD MRT
- Conference room used weekly for CC briefing and Stakeholder meetings
- Comparable city's - only 3/12 (court 1/mo or 1/week) courts don't secured access to a breakroom/kitchen area

✚ No breakroom

- Must seek off-site for break/lunch away from public/other staff
- No safe place to reduce anxiety/step away from intensity
- No place to congregate other than conference table
- Have created limited “make-shift” food prep area (insufficient amp/outlets = hazard) to have a secured lunch/break
- Comparable city's - only 3/12 (court 1/mo or 1/week) courts don't secured access to a breakroom/kitchen area

✚ Bathroom access:

- No Handwashing
- No urgent access/privacy
- Most of the day M, W, R defendants/attorneys/ treatment providers/ UA's /public in hall
- Unsafe access after stressful/ hostile interactions
- Comparables – only two smallest cities out of 12 don't have secured access to bathrooms

Judge Berry

6/2/26





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EXIT

BOZZETTI
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INTERIORS
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Dole
PREMIUM BANANAS

Premium BANANAS
Red Blunt
Dole
Premium BANANAS
ORGANIC CERTIFIED ORGANIC BANANAS



EMPLOYEES ONLY

City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Agenda Bill Number: AB26-46 -
Agenda Item Type: Motion
Presenter: Mark Berry, Chief Of Police
City Strategic Goal Category: None
Department/Division Submitting: Police Director
Impacted Departments That Received Notification: Police Department

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor to Renew A 3-year SRO Contract With The Sumner Bonney Lake School District.

Short Background Summary:

Renewing a 3-year SRO contract with the Sumner Bonney Lake School District.

Budget Explanation:

\$112,568 annual fee, plus 5% CPI increases for each following year, paid by the Sumner Bonney Lake School District.

Committee, Board, Commission, & Hearing Examiner Review

Name Of Committee/Commission/Examiner Meeting:

Date of Committee/Commission/Examiner Meeting:

Date of Committee/Commission Public Hearing:

Committee/Commission/Examiner Meeting Decision:

Council Action

Date of Council Workshop

Date of Council Meeting

Date of Council Public Hearing

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF
BONNEY LAKE AND THE SUMNER-BONNEY LAKE
SCHOOL DISTRICT NO. 320 FOR SCHOOL
RESOURCE OFFICER (SRO) PROGRAM**

THIS INTERLOCAL AGREEMENT, made and entered into this ____ day of July, 2026 by and between the Sumner-Bonney Lake School District NO. 320, a municipal corporation of the State of Washington (hereinafter referred to as the "District") and the City of Bonney Lake, a Washington Municipal Corporation (hereinafter referred to as the "City").

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, permits local governmental agencies to make more efficient use of their powers by enabling them to cooperate with each other on the basis of mutual advantage and thereby to provide services and facilities in a manner that best accords with geographic, economic, population or other factors influencing the needs and development of each governmental entity; and

WHEREAS, the City and District recognize that a School Resource Officer program benefits both the District and the City; and,

WHEREAS, the parties have mutually determined that it would be beneficial to assign one (1) full-time, experienced, fully commissioned City of Bonney Lake Police Officer as the School Resource Officer (hereinafter referred to as "SRO") for certain District schools within the City including, but not limited to, Bonney Lake High School during regular school hours and for certain special school events throughout the school year, in order to assist the District in its educational mission by responding to, and addressing issues such as juvenile crimes affecting the safety, security and efficiency of the school system as well as providing for positive interaction with students on a regular basis; and

WHEREAS, the District agrees to provide funding to offset costs to the City in specifically assigning the District one full-time, commissioned City of Bonney Lake police officer to serve as SRO; and

NOW, THEREFORE, the City of Bonney Lake, Pierce County, Washington and the Sumner-Bonney Lake School District No. 320, Pierce County, Washington, have entered into this Interlocal Agreement in consideration of the mutual benefits to be derived therefrom and in accordance with the authorization provided by Chapter 39.34 RCW as follows:

1. Purpose

By entering into this Agreement the parties agree that the City shall provide one full-time commissioned City of Bonney Lake police officer to be assigned to the District schools within the City limits of Bonney Lake (the "Designated Schools") and to implement a SRO program in the District for the term of this Agreement. The City does not intend to assume, nor the District expect it to gain, any greater responsibility or liability than what is specifically addressed in this Agreement or than that imposed

through the normal provision of law enforcement services.

The SRO program will:

- a. Discourage drug abuse amongst students;
- b. Discourage criminal activity on school grounds and surrounding neighborhoods;
- c. Provide problem solving and other methods of dispute resolution to students, parents, teachers and neighborhood residents;
- d. Bridge the gap between law enforcement officers and the District's students by encouraging cooperation;
- e. Aid in the reduction of juvenile crime through counseling, teaching about the criminal justice system and taking personal interest in students
- f. Provide law enforcement services to the District as appropriate;
- g. Promote safety at the Designated Schools by providing a uniformed police presence;
- h. Provide education on relevant law enforcement and public safety topics.

2. Term

This agreement shall be for a period of approximately three (3) years, commencing on September 1, 2026 and shall terminate three days after the last day of the 2028-2029 school year, unless terminated earlier as set forth below. This agreement may be renewed thereafter upon the mutual written consent of both parties no later than July 1, 2029. The City may temporarily suspend this agreement for operational necessity, in the sole discretion of the Police Chief, upon thirty (30) days written notice. Either party may terminate this agreement for any reason upon sixty (60) days written notice. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by midnight of the third day following the date of posting in the United States mail, by certified mail,

3. Force Majeure

Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the Contract for a period of thirty (30) days or more.

4. School Resource Officer (SRO) Responsibilities

4.1 Duties of the SRO include but are not limited to the following:

- a. Community problem solving, safety education, and providing a law enforcement presence and resource to students at the Designated Schools;
- b. Enforcement of federal, state and local laws;
- c. Serve as a liaison between school staff, faculty and students;
- d. Confer with school staff on strategies to prevent juvenile delinquency and enhance school safety, and assist in the implementation of those strategies;
- e. Assist in the investigation of crimes committed on or adjacent to the Designated schools' property;

- f. Providing students with social service resources;
- g. Participate in meetings and school activities appropriate to the SRO's role;
- h. Enhance the trust relationship between schools, parents, and police and be a positive police presence;
- i. Occasionally act in an instructional role when presenting legal and safety information to students in a classroom setting;
- j. Establish and maintain a working rapport with the school administration and staff;
- k. Wear the official City police uniform, including carrying a firearm, with civilian attire being only worn on occasions mutually agreed upon by the District, the SRO and the City's Chief of Police;
- l. Assist in resolving disputes on campuses, including working with students to help them solve disputes in a non-violent manner;
- m. Consistent with State law or other policy or agreement, maintain an activity log to include all SRO activities such as meetings, conferences, extra-curricular activities, events, arrests, investigations, and training;
- n. Perform other duties as mutually agreed upon by the City, SRO and District provided the duty is legitimately and reasonably related to the SRO program and described in writing and is consistent with Federal and State law; local ordinances; and City and District policies, procedures, rules and regulations;
- o. Assist in providing school-based security during the regular-school day and the Extracurricular Events (as defined below and outlined on Exhibit A) and assist in the promotion of a safe and orderly environment at the District (the SRO, however, shall not act as a disciplinarian. If the SRO is confronted with a non-criminal violation such as a school rule violation, the SRO will assist only for the purpose of providing security for the school staff member(s) charged with enforcing school rules. In the absence of an authorized school district employee, the SRO may refer the matter to school administration);
- p. Provide ongoing assessments of school safety.

4.2 The SRO will assist with the enforcement, investigation, and prevention of criminal activity at the Designated Schools, and will respond to calls for service at other campuses as needed and when available. The SRO will patrol the Designated Schools' campuses and facilities during school hours and during Extracurricular Events, as needed, to deter and help address issues that affect the safety and well being of students, staff, and other community members. The SRO will also serve as a positive resource to students, parents, and staff and will be available to teach/assist with relevant public and school safety curriculum as appropriate.

4.3 The SRO will participate as a guest speaker on law enforcement or public safety topics as needed and agreed upon by the District and the City in the Designated Schools. The parties agree that the City will maintain operational control over the SRO at all times and that the City may call the SRO away from assigned duties for mandatory training (both SRO and general department trainings), emergency responses, legal summons/subpoena, or as deemed necessary for public safety by

the on-duty police supervisor. During periods when school is not in session, the City may assign the SRO to other City related duties. The SRO will dedicate at least seventy-five percent (75%) of his/her on-duty time during the school year to the performance of this Agreement. The parties agree that this Agreement assumes a traditional one hundred eighty (180) day school year. The parties agree that if any significant change in the District's scheduling results in a school year exceeding one hundred eighty (180) days or being less than one hundred and eighty days (180) the parties may renegotiate the terms of this agreement, including compensation as applicable, only insofar as they relate to the change in school year length.

4.4 The daily activities of the SRO will be governed by the City's School Resource Officer Standard Operating Procedure, as amended from time to time, which is incorporated herein by reference. In the event of a conflict between this Agreement and the City's School Resource Officer Standard Operating Procedure, the operating procedures shall control.

5. Interview and Arrest Procedures

If the SRO plans to interview a suspect or victim of a crime, the SRO, to the extent practicable, will advise and work with the principal of the school in which the suspect or the victim attends, to minimize disruption to the school and other students. A school principal or his/her designee may request to be present during the interview of a student, however that presence may subject the witness to a legal subpoena as a witness in any ensuing legal action. In the event a SRO arrests a District student, on District property, the SRO shall employ best efforts to notify the school principal or his/her designee as soon thereafter as practical. In the event that the arrested student is a juvenile, the City will make attempts to notify the parent or legal guardian pursuant to City policies and procedures. The District may also make notification as necessary under its own policies and procedures. The SRO will interview juvenile suspects in accordance with current Washington State Law.

6. City Responsibilities

a. To provide one commissioned police officer to be assigned to the District for the entire calendar school year for the term of this agreement. The SRO shall be required to report to the District, in advance where possible, any pre-arranged use of paid vacation leave. Where the SRO is unable to report to work due to a personal or family health emergency or sickness for a period of three (3) consecutive days or more, after the third day, the City agrees to provide back-up coverage of the SRO duties for the day(s) the SRO is unavailable, if possible in light of the City's operational needs. For each school day during the term of this agreement, the SRO shall work a 4-10 schedule, between the hours of 06:30 and 16:30 Monday through Thursday. As part of this Agreement, the City shall also provide one fully commissioned police officer, whether the SRO or another officer, for the after-hours District-sponsored events outlined on Exhibit A (the "Extracurricular Events"). The SRO is a non-essential employee and will not be scheduled to work for the district on

any holidays recognized by the City. Should the District require, or request, exclusive SRO or police officer presence at District-sponsored events other than those that occur during regular school hours or specifically identified as Extracurricular Events, the District shall compensate the City for any overtime pay the assigned officer earns in addition to the compensation outlined in Section 7, below.

- b. Provide law enforcement services to the Designated Schools during regular school hours, and during the Extracurricular Events.
- c. Provide adequate record keeping and reporting, as required by federal, state, and local laws.
- d. The City will consider the District's requirements, and the requirements of this agreement in selecting the SRO after taking into consideration input from the District.
- e. All salary, wages, and/or other employee compensation for City employees rendering services under this Agreement shall be the responsibility of the City, except as otherwise addressed in Section 7 of this Agreement.
- f. The City agrees to provide all law enforcement related training and equipment necessary to support the SRO consistent with that provided to regular patrol officers in the City's police department.
- g. Provide the SRO with a cell phone and laptop computer with accessories.
- h. The SRO shall remain an employee of the City, and shall not be an employee of the District. The District and the City acknowledge that the SRO shall remain under the direct supervision of the City. The City shall remain solely responsible for the SRO's hiring, training, discipline, or dismissal. Any allegations of improper conduct shall be referred to the SRO's immediate supervisor.
- i. The cost of overtime as authorized by the City for work not covered within the scope of this agreement.

7. District Responsibilities:

- a. Provide a secure and adequate office, with standard amenities, for the SRO program. The District acknowledges that if a secure and adequate office cannot be provided, the SRO may leave District properties to complete SRO related investigations and reports in a secure area.
- b. Provide a desk with drawers, a chair, access to a printer, and general office supplies.
- c. Provide District in-service training as applicable.
- d. Provide regular feedback and an annual performance review of the SRO to the Chief.
- e. Provide input in the SRO selection process.
- f. Provide advanced notice to the City of any District-sponsored events that require SRO or police presence, that occur outside the normal school day hours or the Extracurricular Events.
- g. Provide funding for the SRO position, as outlined in Section 8 herein.

8. Funding

The District agrees to pay the following amounts to the City for its performance of the services set forth in this Agreement:

8.1 The District agrees to pay the sum of One Hundred Twelve Thousand Five Hundred Sixty Eight Dollars and 00/100 (\$112,568) per year for services to be rendered during the school years (2026-2029). The district will pay semiannually in September and in February during the school year.

8.2 On or before September 30th of every year thereafter during the term of this Agreement, the District shall pay to the City a 5% percent annual CPI increase over the prior year's payment.

8.3 The District shall compensate the City for the actual cost of any requested SRO or other officer presence during District-sponsored events that occur outside the regular school day hours or the Extracurricular Events specifically covered by this agreement. Invoicing and payment for said extra coverage shall be pursuant to the information below.

8.4 The parties agree that their respective fiscal staff shall work out an agreeable invoicing schedule. The District shall pay the City within thirty (30) days of receiving an invoice from the City. Payment due to the City shall be mailed to:

City of Bonney Lake
Finance Department
9002 Main St. E.
Bonney Lake, WA 98391

9. Records

The City shall maintain adequate records to support billings for services set forth in this Agreement. Said records shall be maintained for a period of six (6) years after completion of this Agreement. The District or its authorized representatives shall have access, during normal working hours, to any City books, documents, papers or records which directly relate to this Agreement, except those documents which are exempt from public disclosure as a matter of law.

10. Request for SRO Removal/Replacement

If the District has good cause to believe that a particular SRO is not effectively performing in accordance with this Agreement, the District may make a written request to the City that the SRO be removed from the District. Within ten (10) business days after receiving the request, the District Superintendent or designee will meet with the Police Chief or his/her designee to discuss the removal request. The SRO shall be removed and replaced if, in the opinion of the Superintendent and the City Mayor or their designees, the performance issue cannot be resolved.

11. Prohibition against assignment

Neither this agreement nor any interest therein may be assigned by either party without first obtaining written consent of the other party.

12. Independent Contractor Status of City of Bonney Lake

- a. The City, its employees, representatives, contractors and agents shall perform all duties pursuant to this agreement as an independent contractor. The District shall not control or supervise the manner in which this Agreement is performed nor withhold or pay any taxes on behalf of the City, its employees, representatives, contractors or agents. Personal Liability insurance is the responsibility of the City.
- b. The City certifies they are customarily engaged in the business for which this agreement is written, that they are responsible for filing a schedule of expenses with the Internal Revenue Service on the next applicable filing date, that they have established an account with all state agencies requiring such registration or license, and that they are maintaining a separate set of records reflecting items of income and expense for their business.

13. Identification

- a. Each party to this Agreement shall indemnify, defend and hold the other party and its officers, directors, agents, employees, representatives, vendors, subcontractors and contractors harmless from and against any and all costs, liabilities, suits, losses, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees, court costs, and disbursements, that the other party may incur or pay out by reason of: (i) any accidents, damages or injuries to persons or property occurring during the Term of this Agreement, but only to the extent the same are caused by any negligent, omission or wrongful act of the indemnifying party. The provisions of this section (Indemnification) shall survive the expiration or earlier termination of this Agreement.
- b. Evidence of insurance or self-insurance coverage will promptly be provided upon request by either party.

14. Drug Free Work Place

The City and the City's employees, representatives, contractors or agents shall perform all the duties pursuant to the Agreement in compliance with the intent of the City's drug free workplace policy.

15. Criminal Activity

- a. The City and the City's employees and agents shall perform all duties pursuant to the Agreement without conviction of any crimes against persons, nor be found in any dependency action by the court in a domestic relations proceeding or in any disciplinary board final decision to have sexually assaulted or exploited a minor or have been convicted of any crime listed in RCW 28A.400.322.
- b. The City shall ensure that the City and City's employees or agents having unsupervised access to children in the performance of this agreement have no prior conviction, civil adjudications or disciplinary board final decisions which indicate that it is inappropriate for these individuals to be working with children. Furthermore, the City shall require the City's employees or agents who have regularly scheduled

unsupervised access to children are fingerprinted and checked through the Washington State Patrol (WSP) Criminal Identification System, prior to performing services under this contract.

16. Property

Any real or personal property used or acquired by any party to this Agreement in connection with the performance of this Agreement will remain the sole property of such party, and the other parties shall have no interest therein.

17. Verbal Agreements

This written agreement constitutes the mutual agreement of the City and the District in whole. No alteration or variation of the terms of this agreement and no oral understandings or agreements not incorporated herein, unless made in writing between parties hereto, shall be binding.

18. Applicable Law

- a. This agreement shall be governed by the laws of the State of Washington. Venue for any legal action shall be proper only in Pierce County Washington.
- b. The City shall comply, where applicable, with the contract work hours and safety standards act and collective bargaining agreements, and any other federal and state statutes, rules, and regulations.

19. Non-Discrimination

The Parties agree that, in the course of carrying out the terms of this agreement, they shall not discriminate on the basis of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, marital status, sexual orientation including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability in its programs and activities.

20. Confidentiality

Laws involving confidentiality govern both the District and the City. Both the District and City agree that its employees, subcontractors and others shall maintain the confidentiality of all information provided by the other to the extent authorized to do so by the laws governing each. The federal Family Educational Rights and Privacy Act governs the District and the City understands this Act and other state and federal laws will restrict the issuance of certain information to the City. The District likewise understands that certain intelligence and law enforcement information is to remain confidential and in sole control of the City. Each agency agrees to respect the requirement imposed on the other and in the event of any judicial action being taken to promptly notify the other of any attempt to seek disclosure of information.

21. Ethical Conduct

- a. Neither the City nor any employee or agent of the City shall participate in the performance of any duty pursuant to this agreement in which duty such person has participated as an employee of the District and the City shall ensure there are no violations of the Chapter 42.23 RCW Code of Ethics for Municipal Officers-Contract Interests.
- b. Neither the City nor any employee or agent of the City shall participate in the performance of any duty or service in whole or in part under this agreement that is in violation of Ethics in Public Service law in RCW 42.17 A.555 related to use of public office or agency facilities and RCW 41.06.250 prohibiting the use of public resources for political activities.

22. Disputes

Any factual dispute between the City and the District that relates to this Agreement shall be referred for resolution to the Mayor, or his/her designee, and the Superintendent of the District, or the Superintendent's designee. In the event the dispute cannot be resolved between the parties to each party's mutual satisfaction, the issue shall be submitted to mediation through the Pierce County Dispute Resolution Center. Both parties agree to utilize this process prior to the institution of any legal action to enforce the terms and conditions of this Agreement. The cost of mediation shall be borne equally by the parties.

23. Prevailing Party Attorney's Fees

In any legal action brought to enforce any of the terms and conditions of this Agreement, the prevailing party in said legal action shall be entitled to reasonable attorney's fees and costs incurred.

24. Notice

Any notice to be given to the City under this Agreement shall be either certified mailed or personally delivered to:

Mayor
City of Bonney Lake
9002 Main St. E.
Bonney Lake, WA 98391

Any notice to be given to the District under this Agreement shall be certified mailed or personally delivered to:

Superintendent
Sumner-Bonney Lake School District
1202 Wood Avenue
Sumner, WA 98390

25. Legislative Appropriation

The parties agree that the obligations of the parties are each contingent upon sufficient legislative appropriation being made by each party to support this Agreement during each party's current and subsequent fiscal years. The City acknowledges that a significant portion of the District's operating funds come from District levies, that such levies require voter approval, and that a failure or failures of such levies could require the District to review its ability to maintain this or other programs.

26. Entire Agreement

This document comprises the entire agreement between parties and supersedes any provision not contained herein. This Agreement may not be modified or amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.

In witness whereof, the parties have executed this agreement.

City of Bonney Lake

Mayor

Date

City Administrator

Date

City Attorney
Sumner-Bonney Lake School District No.320

Date



Dr. Laurie Dent
Superintendent

5/19/20

Date



5/21/2020

Bryan Verley
Chief Financial and Operations Officer

Date

Approved as to Form:

Abigail V. Westbrook
Abigail Westbrook
Attorney

May 26, 2026
Date

Sumner-Bonney Lake School Board Approval: _____
Date

Filed with Pierce County Auditor's Office: _____
Date

EXHIBIT A
EXTRACURRICULAR EVENTS

Any reference to "Extracurricular Events" in this agreement shall mean, and be limited to:

All home Bonney Lake High School football games;
Bonney Lake High School Homecoming;
Bonney Lake High School Prom;
Bonney Lake High School Graduation

City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Agenda Bill Number:	AB26-47 -
Agenda Item Type:	Ordinance
Presenter:	John Vodopich, City Administrator
City Strategic Goal Category:	Public Safety Vision
Department/Division Submitting:	Admin
Impacted Departments That Received Notification:	Public Services Police Department Executive Court

Full Title/Motion: An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Chapter 9.05 Of The Bonney Lake Municipal Code Relating To Lewd Conduct, Indecent Conduct In The Presence Of Minors, And Facilitating Lewd Conduct; Providing For Severability And Corrections; And Establishing An Effective Date.

Short Background Summary:

The City’s lewd conduct code is being updated to improve enforceability, clarify liability for persons who knowingly permit lewd conduct at public events or venues, and establish a separate municipal offense for indecent conduct in the presence of minors. The 2014 amendments to Chapter 9.05 were intended to improve enforceability and better comply with court decisions and state law, and this ordinance continues that effort by providing clearer standards for enforcement and prosecution.

Indecent Conduct in the Presence of Minors. The ordinance adds a new subsection creating the separate offense of indecent conduct in the presence of minors. This offense applies when a person commits lewd conduct in a public place where the person knows or reasonably should know that one or more minors are present or are likely to be present, including but not limited to parks, sidewalks, school grounds, and school facilities while in use for school-sponsored or community events. The amendment is intended to provide an additional municipal enforcement tool to address lewd conduct occurring in settings where children are present.

Facilitating Lewd Conduct. The ordinance also expands and clarifies the City’s prohibition on facilitating lewd conduct. The amended section applies to owners, lessees, permit holders, renters, licensees, sponsors, managers, operators, and other persons in charge of a public place, including public school district facilities when open for use by the public. It further defines when a person “knowingly permits” lewd conduct, including when the person has actual knowledge that lewd conduct is occurring or is imminent and fails to take reasonable steps within their authority to prevent or stop it, such as suspending a performance or terminating an event. The

amendment is intended to support accountability for persons responsible for public venues while also clarifying that unexpected lewd conduct that is promptly addressed does not create criminal liability for the City, County, public school districts, or their officers, employees, or agents.

Consistency with State Law. The proposed amendments are also intended to supplement, and not limit, applicable state law. The indecent conduct in the presence of minors subsection expressly states that RCW 9A.88.010 remains fully applicable and that nothing in the municipal code limits the authority of law enforcement or prosecutors to pursue any misdemeanor, gross misdemeanor, or felony charge authorized by state law. This preserves the City’s local enforcement tools while avoiding any implication that the municipal offense replaces or narrows state criminal law.

Budget Explanation:

Committee, Board, Commission, & Hearing Examiner Review

Name Of Committee/Commission/Examiner Meeting:

Date of Committee/Commission/Examiner Meeting:

Date of Committee/Commission Public Hearing:

Committee/Commission/Examiner Meeting Decision:

Council Action

Date of Council Workshop

Date of Council Meeting

Date of Council Public Hearing

6/16/2026

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING CHAPTER 9.05 OF THE BONNEY LAKE MUNICIPAL CODE RELATING TO LEWD CONDUCT, INDECENT CONDUCT IN THE PRESENCE OF MINORS, AND FACILITATING LEWD CONDUCT; PROVIDING FOR SEVERABILITY AND CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in 2014, the City adopted Ordinance No. 1496 amending Bonney Lake Municipal Code (“BLMC”) Chapter 9.05 relating to lewd conduct in order to protect and preserve the health, safety, and welfare of the people of the City; and

WHEREAS, the 2014 amendments were recommended in part to improve enforceability, better comply with court decisions and state law, and reduce possible vagueness arguments in the City’s criminal lewd conduct regulations; and

WHEREAS, the City Council finds that Chapter 9.05 of the BLMC should be amended to clarify prohibited lewd conduct in places where the public is present or likely to be present, establish the separate offense of indecent conduct in the presence of minors, and clarify liability for facilitating lewd conduct, all in order to promote the protection of children and assist law enforcement, prosecutors, and the municipal court in the consistent enforcement of the code; and

WHEREAS, the City Council intends these amendments to protect the public health, safety, and welfare, provide clearer and practical enforcement standards, and supplement rather than limit applicable state law, including RCW 9A.88.010; and

WHEREAS, Chapter 9.05 is intended to regulate lewd conduct occurring in public places, including places open to the public or places where a person may reasonably be expected to be observed by the public.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Findings. The findings and recitals set forth above are hereby adopted and incorporated herein by this reference.

Section 2. Amended Section. Section 9.05.030, “Lewd conduct” is hereby amended in the Bonney Lake Municipal Code to read as follows:

9.05.030 Lewd conduct.

A. A person is guilty of lewd conduct if, in a public place other than a public place provided or set apart for nudity, the person intentionally:

1. Exposes any of the following body parts, or portions thereof, without a full and opaque covering:
 - a. Any part of the male or female genitals, ~~pubic hair, pubic area, perineum, anus, bottom one-half of the anal cleft, buttocks, or anal cleavage;~~
 - b. Any part of the areola or nipple of the female breast; ~~or~~
 - c. ~~More than one-half of the part of the female breast located below the top of the areola;~~
2. Exposes the male genitals in a discernibly turgid state, even if fully and opaquely covered;
3. Touches, caresses, or fondles the genitals or female breast, whether clothed or unclothed, with the intention of sexual arousal of one's self or others;
4. Masturbates; or
5. Engages in sexual intercourse or sexual contact as those terms are defined in Chapter 9A.44 RCW.

B. ~~Body paint, body dye, tattoos, latex, tape, or any similar substance applied to the skin surface, any substance that can be washed off the skin, or any substance designed to simulate or by which by its nature simulates the appearance of the anatomical area beneath it, is not a full and opaque covering within the meaning of this section.~~

C. ~~Attire which is insufficient to comply with these requirements includes but is not limited to those items commonly known as G-strings, T-backs, dental floss, and thongs.~~

Indecent conduct in the presence of minors. Indecent conduct in the presence of minors is a separate offense. A person commits indecent conduct in the presence of minors when the person commits lewd conduct under this section in a public place where the person knows or reasonably should know that one or more minors are present or are likely to be present, including but not limited to public parks, sidewalks, school grounds, or school facilities while in use for school sponsored or community events. Pursuant to BLMC 9.05.050, Indecent conduct in the presence of minors is punishable as a misdemeanor. The provisions of RCW

9A.88.010 are adopted by reference and remain fully applicable. Nothing in this subsection limits the authority of law enforcement or prosecutors to charge under RCW 9A.88.010, including any gross misdemeanor or felony penalty authorized by that statute.

C. Definitions for purposes of this section:

1. “Public place” includes any building, facility, or grounds owned, leased, or controlled by the City, County, or a public school district when opened to members of the public, whether with or without an admission charge, and regardless of whether operated by the owner or by a permit holder, lessee, renter, or other user.
2. This section is intended to regulate conduct, including public exposure of specified body parts and specified sexual activity, and is not intended to regulate the content or viewpoint of any expression.

Section 3. Amended Section. Section 9.05.035, “Facilitating lewd conduct” is hereby amended in the Bonney Lake Municipal Code to read as follows:

9.05.035 Facilitating lewd conduct.

The owner, lessee, permit holder, renter, licensee, sponsor, manager, operator, or other person in charge of a public place, including any public school district facility when open for use by the public, other than a public place provided or set apart for nudity shall be guilty of facilitating lewd conduct if the person knowingly permits, encourages, or causes to be committed lewd conduct as defined in BLMC § 9.05.030. For purposes of this section, a person “knowingly permits” lewd conduct if, after obtaining actual knowledge that lewd conduct is occurring or is imminent, the person fails to take reasonable steps within their authority to prevent or stop the lewd conduct, including but not limited to suspending the performance or terminating the event. Each day, performance, or event during which lewd conduct is knowingly permitted, encouraged, or caused to be committed constitutes a separate violation. Nothing in this section creates criminal liability for the City, County, any public school district, or their officers, employees, or agents for unexpected lewd conduct that is promptly addressed once discovered. Pursuant to BLMC 9.05.050, Facilitating lewd conduct is a misdemeanor.

Section 4. Severability. If any section, sentence clause, or phrase of this Ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or unconstitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 5. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 6. Corrections. Upon the approval of the city attorney, and/or the city clerk, the code publisher is authorized to make any necessary technical corrections to this ordinance, including but not limited to the correction of scrivener's/clerical errors, references, ordinance number, section/subsection, and any reference thereto. Provided, however, that nothing in this section allows the city attorney, the city clerk, and/or the code publisher to change the intent of this Ordinance.

Section 7. Effective Date. This Ordinance shall be effective five days after publication as provided by law.

ADOPTED by the City Council of the City of Bonney Lake and attested by the City Clerk in authentication of such passage on this 16th day of June 2026.

APPROVED by the Mayor this 16th day of June 2026.

Terry Carter, Mayor

ATTEST/AUTHENTICATED:

Sadie A. Schaneman, MMC, City Clerk

APPROVED AS TO FORM:

Jennifer S. Robertson, City Attorney

AB _____
Passed:
Valid:
Published:
Effective Date:
This Ordinance totals _____ page(s)

**City of Bonney Lake, Washington
City Council Agenda Bill (AB)**

Agenda Bill Number: AB26-48 -
Agenda Item Type: Ordinance
Presenter: Mark Berry, Chief Of Police
City Strategic Goal Category: Public Safety Vision
Department/Division Submitting: Police Director
Impacted Departments That Received Notification: Executive
Police Department

Full Title/Motion: An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Relating to Electric Motorcycles, Establishing Chapter10.21 of the Bonney Lake Municipal Code (BLMC) "Electric Motorcycles"; Providing For Severability and Corrections; And Establishing An Effective Date.

Short Background Summary:

The City of Bonney Lake, along with other local communities, is experiencing dangers to public safety from the proliferation of electric motorcycles, especially among teenagers and young adults. The City recognizes that there is a need to focus on the differences between electric motorcycles and electric-assisted bicycles to provide a clear means of regulating electric motorcycles.

Budget Explanation:

N/A

Committee, Board, Commission, & Hearing Examiner Review

Name Of Committee/Commission/Examiner Meeting:

Date of Committee/Commission/Examiner Meeting:

Date of Committee/Commission Public Hearing:

Committee/Commission/Examiner Meeting Decision:

Council Action

Date of Council Workshop

Date of Council Meeting

Date of Council Public Hearing

6/16/2026

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, RELATING TO ELECTRIC MOTORCYCLES, ESTABLISHING CHAPTER 10.21 OF THE BONNEY LAKE MUNICIPAL CODE (BLMC) "ELECTRIC MOTORCYCLES"; PROVIDING FOR SEVERABILITY AND CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City of Bonney Lake, along with other local communities, is experiencing dangers to public safety from the proliferation of electric motorcycles, especially among teenagers and young adults; and

WHEREAS, The City recognizes that there is a need to focus on the differences between electric motorcycles and electric-assisted bicycles to provide a clear means of regulating electric motorcycles; and

WHEREAS, The dangers created by unregulated electric motorcycles has been a topic of priority for the Public Safety Committee; and

WHEREAS, the Bonney Lake City Council finds that the passage of this Ordinance supports and furthers the interest in the public health, safety and welfare; **NOW, THEREFORE**,

THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Findings. The findings and recitals set forth above are hereby adopted and incorporated herein by this reference.

Section 2. New Chapter Added. A new chapter 10.21 is hereby added to the Bonney Lake Municipal Code to read as follows:

10.21 Electric Motorcycles

10.21.010 Definitions

- A. "City property" means any park, parking lot, municipal facility or other real property owned by the city.
- B. "City Street" means every public highway, road, or street, as defined in RCW Chapter 46.04, or part thereof, located within the city.
- C. "Electric motorcycle" means a motorcycle, as defined by RCW 46.04.330, which is powered by an electric motor and:
 1. Is not equipped with fully operable pedals capable of propelling it. Foot pegs are not considered pedals; or

2. Has a motor with a power output that exceeds 750 watts; or
 3. Has a motor that continues to provide assistance when the vehicle reaches the speed of twenty-eight miles per hour.
- D. “Guardian” means a parent, legal guardian, or adult responsible for the care and supervision of a minor.
- E. “Helmet” means a protective covering for the head consisting of a hard outer shell, padding adjacent to and inside the outer shell, and a neck or chin strap type retention system, with the manufacturer's certification applied in accordance with 49 C.F.R. Sec. 571.218 indicating that the helmet meets standards established by the United States department of transportation.
- F. “Impound” means removal of a vehicle, electric motorcycle, or similar motorized device to a storage facility either by a law enforcement officer of the Bonney Lake Police Department or by a contractor for towing and storage.
- G. “Minor” means any person under the age of 18.

For the purposes of this chapter, all references to federal or state laws or regulations incorporate the law or regulation as existing and as may be amended from time to time.

10.21.020 Prohibited operation of electric motorcycles.

- A. The following regulations apply to the operation of electric motorcycles in the City of Bonney Lake streets, right-of-way, easements, publicly accessible parking lots, parks, and open space.
1. No person under the age of 16 may operate an electric motorcycle within the City of Bonney Lake.
 2. No person may operate an electric motorcycle that is not registered with the Washington State Department of Licensing and does not have a valid license plate.
 3. No person may operate an electric motorcycle without a valid driver’s license with a motorcycle endorsement.
 4. No person may operate an electric motorcycle on a public street or road unless it meets the requirements of RCW [46.61.705](#).

5. No person may operate an electric motorcycle on any sidewalk, pedestrian path, shared use path, or park trail.
6. No person may operate an electric motorcycle within any City-owned or controlled parks, or on any other City property, except parking lots.
7. A guardian may not authorize, knowingly permit, or by insufficient control allow a minor in their care to operate an electric motorcycle in violation of this chapter. A guardian who authorizes, knowingly permits, or by insufficient control allows a minor in their care to operate an electric motorcycle in violation of this chapter shall be jointly and severally liable with the minor, with the guardian cited separately to any violation in Chapter BMC 10.21.

B. Violations of BLMC 10.21.020, Prohibited operation of electric motorcycles, are deemed civil infractions unless otherwise specified herein and are subject to the following monetary penalties:

1. First violation: \$125.00 plus costs and assessments.
2. Second and subsequent violations: \$250.00 plus costs and assessments.

10.21.030 Helmet Required and Penalty.

Any person operating an electric motorcycle on city streets or right-of-way of the City of Bonney Lake, or on any city property as defined in BLMC 10.21.010(A)(B),

- (1) Shall wear a helmet and shall have either the neck or chin strap of the helmet fastened securely while the electric motorcycle is in motion.
- (2) Any person violating the provisions of this section shall be deemed to have committed a traffic infraction and shall be subject to a penalty of \$50.00 plus costs and assessments

10.21.040 Impoundment

- (1) In addition, a police officer may take custody of an electric motorcycle, at his or her discretion, and provide for its prompt removal to a place of safety under any of the following circumstances:
- (2) Upon determining that a person is operating an electric motorcycle without a valid and, if required, a specially endorsed driver's license or with a license that has been expired for 90 days or more (RCW 46.55.113(2)(h)).
- (3) All towing and hauling and storage charges on each electric motorcycle impound pursuant to this chapter shall be paid by the registered owner thereof or their agent, or other persons redeeming the vehicle. In no event shall the City be liable for any such charge.

10.21.050 Enforcement Authority.

The Bonney Lake Police Department is authorized to enforce the provisions of this chapter and may issue civil infractions, impound electric motorcycle, and take other lawful actions necessary to protect public safety and ensure compliance.

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

Section 4. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 5. Corrections. Upon the approval of the city attorney, and/or the city clerk, the code publisher is authorized to make any necessary technical corrections to this ordinance, including but not limited to the correction of scrivener’s/clerical errors, references, ordinance number, section/subsection, and any reference thereto. Provided, however, that nothing in this section allows the city attorney, the city clerk, and/or the code publisher to change the intent of this Ordinance.

Section 6. Effective Date. This Ordinance shall be effective five days after publication as provided by law.

ADOPTED by the City Council of the City of Bonney Lake and attested by the City Clerk in authentication of such passage on this 16th day of June 2026.

APPROVED by the Mayor this 16th day of June 2026.

Terry Carter, Mayor

ATTEST/AUTHENTICATED:

Sadie A. Schaneman, MMC, City Clerk

APPROVED AS TO FORM:

Jennifer S. Robertson, City Attorney

AB _____
Passed:
Valid:
Published:
Effective Date:
This Ordinance totals _____ page(s)

**City of Bonney Lake, Washington
City Council Agenda Bill (AB)**

Agenda Bill Number:

Agenda Item Type: None

Presenter: Sadie Schaneman, City Clerk

City Strategic Goal Category: None

Department/Division Submitting: Admin

Impacted Departments That Received Notification: None

Full Title/Motion: Review of Minutes: June 02, 2026 City Council Minutes

Short Background Summary:

Minutes

Budget Explanation:

Committee, Board, Commission, & Hearing Examiner Review

Name Of Committee/Commission/Examiner Meeting:

Date of Committee/Commission/Examiner Meeting:

Date of Committee/Commission Public Hearing:

Committee/Commission/Examiner Meeting Decision:

Council Action

Date of Council Workshop

Date of Council Meeting

Date of Council Public Hearing

City Council Meeting

**June 2, 2026
6:00 PM**



<http://www.bonneylake.gov/>

Minutes

Location: The physical location of the Council Meeting was at the Bonney Lake Justice & Municipal Center, 9002 Main Street East, Bonney Lake, Washington. The public was also given the option to call in or attend virtually the Council Meeting.

I. Call to Order

Mayor Carter called the meeting to order at 6:00 p.m.

A. Pledge of Allegiance

Mayor Carter led the audience in the Pledge of Allegiance.

B. Roll Call

City Clerk Sadie Schaneman called the roll. In addition to Mayor Carter, elected officials attending were Deputy Mayor Dan Swatman, Councilmember Angela Baldwin, Councilmember Gwendolyn Fullerton, Councilmember Kerri Hubler, Councilmember and J. Kelly McClimans was virtual.

Councilmember Aaron Davis and Councilmember Brittany Rock were not in attendance.

Councilmember Fullerton moved to Excuse Councilmembers Davis and Rock. Deputy Mayor Swatman seconded the motion.

Motion approved 5 – 0.

Staff members in attendance at the physical location were City Administrator John P. Vodopich, Police Chief Mark Berry, Administrative Services Director Chuck McEwen, Public Services Director Jason Sullivan, Development Services Manager Lauren Balisky, City Clerk Sadie Schaneman, and Records & Disclosure Coordinator Kandice Besaw.

C. Agenda Modifications

None.

II. Council Committee Reports

Councilmember Fullerton reported the Community Development Committee met in person and virtually tonight. The Committee discussed a professional services contract for traffic signal evaluation services to PSOMAS, a resolution to authorize a scope and

fee with GeoEngineers for slope stability and road repair recommendations for Church Lake Road, and a resolution to authorize award a professional services contract with BCRA Design for concept design and cost-estimating services for tenant improvement and approved their minutes.

Councilmember Fullerton:

Pierce Sound Regional Council (PSRC) — Continued discussion on the implementation of the comprehensive climate plan.

Pierce County Regional Council (PCRC) — Discussed affordable housing and what was found from a recent study in January.

Pierce County Alliance for Sustainable Climate Action (ASCA) — Had a transportation panel where many topics were discussed Including the funding that has already been collected but not yet allocated.

Councilmember Hubler:

South Sound 911 — Went over topics such as high stress incidents, proposed costs, allocation and/or resigning of tasks, strategic direction and functions.

III. Consent Agenda

Councilmember Baldwin moved to Approve Consent Agenda. Deputy Mayor Swatman seconded the motion.

Motion approved 5 – 0.

- A. **Approval of Minutes:** May 12, 2026, City Council Meeting Minutes.
- B. **Approval of Payroll:** May 1-15, 2026 For Checks #35455-35467 Including Direct Deposits and Electronic Transfers Totaling \$869,188.05. **Voids:** None.
- C. **Approval of Accounts Payable:** May 21,2026 vouchers #101611 to #101703 in the amount of \$789,053.76. Wire transfers #20260521, #202605212, and #52368071 in the amount of \$9,282.99. **Voids:** Check #100889 replaced with #101640.

IV. Full Council Issues

- A. **AB26-34** - An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Relating To Automatic Fire Extinguishing Systems, Repealing Chapter 15.16 Of The Bonney Lake Municipal Code (BLMC); Amending Subsections 14.120.030.A And .B To Remove References To Chapter 15.16 BLMC; Amending Subsection 15.04.084 To Reflect Current Procedure For Annual Fire Safety Inspections; Amending Subsection 15.36.040 To Reflect Current Procedure For Processing Permits For Underground Infrastructure For Automatic Fire

Extinguishing Systems; Providing For Severability And Corrections; And Establishing An Effective Date.

Councilmember Baldwin moved to Approve AB26-34. Councilmember Fullerton seconded the motion.

Introduced by Public Services Director Sullivan, who gave an overview of the Ordinance. The Council discussed and shared their concerns, including:

- Financial burdens
- State mandates vs. City preferences
- Insurance discounts

Deputy Mayor Swatman moved to suspend the rules to hear audience comments on AB26-34. Councilmember Hubler seconded the motion.

Motion to suspend the rules approved 5 – 0.

Fire Chief Parkinson gave an overview of his first-hand experience and statistics. Residents James Balbi, Laura Balbi and Dan Decker all shared their thoughts and experiences regarding residential sprinkler systems and the costs.

Councilmember Baldwin moved to reinstate the rules. Councilmember Hubler seconded the motion.

Motion to reinstate the rules approved 5 – 0.

Deputy Mayor Swatman moved to lay the motion on the table until June 16, 2026, Council Meeting. Councilmember McClimans seconded the motion.

Motion to lay the motion on the table until June 16, 2026, Council Meeting failed 1 – 4.

Mayor Carter called for a vote on approving AB26-34.

Deputy Mayor Swatman requested a roll call vote.

**Motion AB26-34 approved 4 – 1.
Deputy Mayor Swatman voted no.**

V. Audience Comments

For efficient use of city resources, comments will be a short summary and not verbatim. An audio recording is available on the [state digital archives](#) and [public portal website](#) if you are needing a complete review of comments.

Laura Balbi: Spoke about the recent activity taking place within Sky Island and how she

appreciates the increase in police presence.

James Balbi: Spoke about the recent recklessness of e-bikes in his neighborhood and the untidy landscaping throughout the city.

Dan Decker: Shared his view on court documents.

Correspondence: Received an email from Master Builders in support of AB26-34. City Clerk Schaneman noted all councilmembers had received the letter prior to the council meeting.

VI. Council Open Discussion

Councilmember Baldwin

Sky Island: Brought up the recent issues with the youth over at Sky Island and inquired as to what was being done. Chief of Police Berry gave a breakdown of what was handled over the weekend and the steps they are trying to put in place to alleviate the issues.

Councilmember McClimans

Alliance for Sustainable Climate Action (ASCA): Brought back up the environmental impact and City Administrator Vodopich reminded council the ASCA would be at the next meeting giving a presentation and answering questions.

Councilmember Fullerton

Pierce County Transit: Will be putting forward a ballot to raise taxes.

VII. Workshop Discussion Items

A. **Review of Minutes**: May 19, 2026, City Council Meeting Minutes.

Minutes from the May 19, 2026, Meeting were approved.

VIII. Executive/Closed Session

None.

IX. Adjournment

At 8:06 p.m. the Meeting was adjourned by Mayor Carter with the common consent of the City Council.

Sadie A. Schaneman, MMC, City Clerk

Terry Carter, Mayor

Items presented to Council at the June 02, 2026, Meeting for the record:

1. Public Comment – Dan Decker.
2. MBAPC Letter to Bonney Lake — Master Builders Association of Pierce County

Note: Unless otherwise indicated, all documents submitted at City Council meetings and workshops are added to the back of the packet the next day. For detailed information on agenda items, please view the corresponding Agenda Packets, which are posted on the city website and on file with the City Clerk.