

Community Development Committee Meeting

February 17, 2026
4:30 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 Community Development Committee Meetings. Options for attending are provided below.

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

By phone: 1-323-792-6234 (Meeting ID: 576 517 451#)

By internet: Chrome- [TEAMS Meeting Link](#) (Meeting ID: 272 334 403 013 80)

All public online cameras and microphones will be disabled except during citizen comments. Only staff and presenters will be visible and unmuted during the entire meeting.

I. Call to Order

II. Community Development Committee Roll Call

Councilmember Fullerton, Councilmember McClimans, and Councilmember Rock.

III. Approval of Minutes

A. November 18, 2025, and January 6, 2026, Community Development Committee Meeting Minutes

IV. Department Reports/Presentations

V. Items for Discussion/Action

- A. **AB26-16** - A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Contract With Witherspoon Brajcich Mcphee, PLLC, To Provide Hearing Examiner Services And Reappointing The Hearing Examiner.
- B. **AB26-18** - A Resolution of the City Council of the City Of Bonney Lake, Pierce County, Washington, renaming Downtown Park to Veterans Memorial Park and directing staff to work with the Greater Bonney Lake Veterans Memorial Committee to update the 2012 Memorandum of Understanding.
- C. **AB26-20** - A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, to Approve the Professional Services Agreement with RH2 Engineering, Inc. to Complete the American Water Infrastructure Act Risk and Resilience Assessment and Emergency Response Plan Update.
- D. **AB26-23** - AB26-23 - An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Regarding Accessory Dwelling Units, Amending Section 18.22.090.C Of The Bonney Lake Municipal Code To Provide Standards And Procedures For The Legalization Of Unpermitted Accessory Dwelling Units; Providing For Severability And Corrections; And

Establishing An Effective Date.

VI. Open Committee Discussion

- A. Reroof Permits
- B. Bulkhead Repair and Replacement
- C. Annual Shoreline Letter

VII. Public Comments

Public comments can be made in-person, by phone or virtually during this portion of the meeting. Comments are limited to 5 minutes. All who comment will be asked to state their name for the meeting record.

VIII. 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.

**COMMUNITY
DEVELOPMENT
COMMITTEE**

**November 18, 2025
5:00 P.M.**

MINUTES



www.ci.bonney-lake.wa.us

Council Committees are primarily concerned with legislative/policy matters. They formulate and convey recommendations to the full council for action

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

- I. CALL TO ORDER:** Councilmember Gwendolyn Fullerton, Chair, called the meeting to order at 5:00 p.m.
- II. ROLL CALL:** Councilmember Gwendolyn Fullerton, and Councilmember Brittany Rock. Councilmember Kelly McClimans attended virtually.

Staff members in attendance at the physical location were Mayor Terry Carter, Chief Finance Officer Cherie Reiersen, Public Services Director Jason Sullivan, City Engineer Ken Gill, Development Services Manager Lauren Balisky, Financial Operations Manager Patti McCann, and Administrative Assistant III Debra Sires.

III. APPROVAL OF CORRECTED MINUTES:

Minutes from the October 21, 2025 Community Development Committee Meeting were approved.

IV. DEPARTMENT REPORTS/PRESENTATIONS: *None*

V. DISCUSSION/ACTION ITEMS:

A. AB25-89 – Resolution R25-89 – Safety Action Plan – Ken Gill, City Engineer

City Engineer Gill introduced the Safety Action Plan, followed by a virtual presentation from Ryan Shea of SCJ Alliance on the final plan. Shea highlighted data on severe pedestrian and bicyclist injury crashes, noting alignment between online public outreach input and Washington State Department of Transportation (WSDOT) crash data. Census information was reviewed in relation to crash patterns. Priority locations for safety improvements were identified, again matching public feedback. The committee reviewed a graph of potential countermeasures and a project list outlining improvement options and associated costs. Funding opportunities are available through a WSDOT grant program that currently requires no local match.

Committee members discussed and shared their concerns, including:

- The need for more detailed information on certain intersections and the potential impacts on City staff.
- The presence of stop signs with ‘stop sign ahead’ warnings at the intersection of W. Tapps Hwy. and Church Lake Road.

Audio starts at:
5:00 pm

Audio starts at:
5:00 pm

- The high number of crashes occurring at the W. Tapps Hwy and Church Lake Road intersection.
- Clarification on when the data was collected.
- That the data analyzed focused on traffic crashes rather than overall traffic volume.
- The costs associated with reevaluating the intersection.
- Traffic counts compared to those from 2020.
- Potential liability if the Safety Action Plan is not adopted.
- Locations that are not within City limits that are in the study.

The Committee agreed to forward to November 25, 2025 to the Council Meeting under Consent Agenda.

Audio starts at:
5:43 pm

- B. **AB25-XX – Ordinance D25-XX** – Alternative Method For Calculating Sewer Residential Equivalent (RE) Units – Jason Sullivan, Public Services Director

Public Services Director Sullivan presented the Alternative Method for Calculating Sewer Residential Equivalent (RE) Units.

Councilmember Fullerton moved to move AB25-XX – Ordinance D25-XX – Alternative Method For Calculating Sewer Residential Equivalent (RE) Units to the December 9, 2025 Community Development Meeting
Councilmembers Rock and McClimans seconded the motion.

Audio starts at:
5:45 pm

- C. **AB25-XX – Ordinance D25-XX** – ADU Code Amendment – Legalize Unpermitted ADUs – Jason Sullivan, Public Services Director

Public Services Director Sullivan presented the ADU Code Amendment to Legalize Unpermitted ADUs. An ADU is the ability to cook, has a sink, and a bathroom. The committee was updated on the current requirements by removing the kitchen sink, and the cooking ability on the bathroom facility. Record on title that it is not an ADU to show intent by the owner.

Committee members discussed and shared their concerns, including:

- What happens when there is a new owner?
- Why is this for previously built homes and not just new homes?

No decision was made.

VI. OPEN COMMITTEE DISCUSSION: None

VII. PUBLIC COMMENTS:

For efficient use of city resources, comments will be a short summary and not verbatim. An audio recording to the state digital archives if needing a complete review of comments.

Audio starts at:
5:58 pm

Daniel & Rebecca Wood, Permitting for unpermitted ADU.

VIII. ADJOURNMENT

At 6:01 p.m. the Meeting was adjourned by Councilmember Gwendolyn Fullerton with the common consent of the Committee.

Debra Sires

Debra Sires, Community Development
Committee Clerk

Councilmember Gwendolyn Fullerton, Chair

Items presented to Committee at the November 18, 2025, meeting for the record: None

Note: Unless otherwise indicated, all documents submitted at Community Development Committee meetings 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.

Community Development Committee Meeting

**January 6, 2026
5:00 PM**



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

Minutes

I. Call to Order

Chair Fullerton, called the meeting to order at 5:00 p.m.

II. Roll Call

Elected officials attending were Councilmember Gwendolyn Fullerton, Councilmember J. Kelly McClimans, Councilmember Brittany Rock.

Staff members in attendance at the physical location were Public Services Director Jason Sullivan, City Engineer Ken Gill, Assistant City Engineer Andrew Fonda, Finance Operations Manager Patti McCann, Assistant to the City Administrator Leslie Harris, and City Clerk Sadie Schaneman.

Staff members in virtual attendance were City Attorney Jennifer Robertson.

III. Approval of Corrected Minutes

None.

IV. Department Reports/Presentations

None.

V. Items for Discussion/Action

A. Alternative Method For Calculating Sewer Residential Equivalent (RE) Units

Chair Fullerton announced that item A. was being tabled until a future date.

B. Authorizing Award of Contract with SCI Infrastructure, LLC for the 77th St Ct and 205th Ave Sewer Repairs Project.

Introduced by City Engineer Gill and Assistant City Engineer Fonda, who gave an overview of repairs that are needed for 77th St. Ct. and 205th Ave. Sewers. The Committee discussed and shared their concerns, including:

- Wear and Tear of the sewer pipes
- Influx of water from leaks
- Cost of sending water to sewer plant

There was Committee consensus to place the item for action on the next Council agenda under the Consent Agenda.

- C. Authorizing a Professional Services Agreement with Akana for Construction Management Services for the 77th St Ct and 205th Ave Sewer Repairs Project.

Introduced by City Engineer Gill and Assistant City Engineer Fonda, who gave an overview of hiring an inspector for the sewer repair project on 77th ST. Ct. and 205th Ave. The Committee had no discussion.

- D. AT&T Franchise Agreement

Introduced by Public Services Director Sullivan who gave an overview of the franchise agreement for broadband. The Commission discussed and shared their concerns, including:

- Supplying more options for broadband
- Options for companies to offer broadband
- Term length

The Committee is forwarding to a future Council Workshop and Meeting as an ordinance.

- E. Ezee Fiber Franchise Agreement

Introduced by Public Services Director Sullivan who gave an overview of the franchise agreement for fiber. The Commission discussed and shared their concerns, including:

- New option for fiber
- Data Plans

The Committee is forwarding to a future Council Workshop and Meeting as an ordinance.

VI. Open Committee Discussion

Councilmember Rock:

Flooding. Asked if any houses had flooding with the flooding by Allan Yorke Park. Staff responded that they have not had any reports.

Councilmember McClimans:

Flooding. Mentioned that there is still flooding on S. Tapps and 190th.

Public Services Director Sullivan:

Projects. Reported that Public Services will be starting to give updates on construction projects at the Community Development Committee meetings.

Public Services Director Sullivan:

Joint Advisory Committee (JAC). Reminded the committee that the next JAC meeting is February 3, 2026 and CDC will be canceled.

Councilmember McClimans:

Old City Hall. Asked for an update on the old city hall project. Public Services Director Sullivan explained that the project is scheduled to start February 6, 2026. and be done approximately by February 14, 2026. The project when done will provide trailer boat parking.

VII. Public Comments

None.

VIII. Adjournment

At 5:54 p.m. the Meeting was adjourned by Councilmember Gwendolyn Fullerton with the common consent of the Committee.

Sadie A. Schaneman, MMC, City Clerk

Councilmember Gwendolyn Fullerton,
Chair

Items presented at the January 6, 2026, Meeting for the record: None.

Note: Unless otherwise indicated, all documents submitted at 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
Community Development Committee Agenda Bill (AB)

Agenda Bill Number: AB26-16 -
Agenda Item Type: Resolution
Presenter: Jason Sullivan, Public Services Director,
Lauren Balisky, Development Services
Manager
City Strategic Goal Category: Growth Vision
Department/Division Submitting: Public Services Staff
**Impacted Departments That Received
Notification:** None

Full Title/Motion: A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Contract With Witherspoon Brajcich Mcphee, PLLC, To Provide Hearing Examiner Services And Reappointing The Hearing Examiner.

Short Background Summary:

The City created the role of the Hearing Examiner with the adoption of Ordinance 707 on October 10, 1995. City Council authorized the Mayor to sign a contract with Witherspoon Brajcich McPhee, PLLC, and confirmed the appointment of Brian McGinn as the Bonney Lake Hearing Examiner with Resolution 3256 on December 10, 2024. Brian McGinn has fulfilled the required one-year term, and the City desires to re-appoint him for the subsequent four-year term.

Budget Explanation:

There are not required expenditures, as the Hearing Examiner is only used on an as-needed basis. As expenses arise, they will be charged to BARS 001.50.058.558.5586041.541100.

Committee, Board, Commission, & Hearing Examiner Review

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

Date of Committee/Commission/Examiner Meeting: 2/17/2026

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

3/10/2026

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH WITHERSPOON BRAJCICH MCPHEE, PLLC, TO PROVIDE HEARING EXAMINER SERVICES AND REAPPOINTING THE HEARING EXAMINER.

WHEREAS, the City created the office of the Hearing Examiner with the adoption of Ordinance 707 on October 10, 1995; and

WHEREAS, the Consultant has fulfilled the required one-year term in accordance with Section 2.18.020 of the Bonney Lake Municipal Code (“BLMC”); and

WHEREAS, the City desires to re-appoint the Consultant for the subsequent four-year term in accordance with Section 2.18.020 of the BLMC;

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

Section 1. Authorization of Contract. The Mayor is authorized to sign the attached contract with Witherspoon Brajcich McPhee, PLLC, to provide hearing examiner services.

Section 2. Reappointment. The City Council confirms the reappointment of Brian McGinn as the Bonney Lake Hearing Examiner.

PASSED by the City Council this _____ day of _____, 20__.

Terry Carter, Mayor

AUTHENTICATED:

Sadie A. Schaneman, MMC, City Clerk

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF BONNEY LAKE AND WITHERSPOON BRAJCICH MCPHEE, PLLC**

THIS PROFESSIONAL SERVICES AGREEMENT is entered into by and between the City of Bonney Lake, Washington, a municipal corporation (“City”) and Witherspoon Brajcich McPhee, PLLC, organized under the laws of the State of Washington, located and doing business at 601 West Main Avenue, Suite 1400, Spokane Washington 99201 (hereinafter the “**Consultant**”).

RECITALS:

WHEREAS, Chapter 2.18 of the Bonney Lake Municipal Code (“BLMC”) establishes the Office of the Hearing Examiner; and

WHEREAS, the Consultant has fulfilled the required on-year term in accordance with Section 2.18.020 of the BLMC; and

WHEREAS, the City desires to re-appoint the Consultant for the subsequent four-year term in accordance with Section 2.18.020 of “BLMC”.

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 according to the rates set forth in Exhibit “B”. The City shall pay the Consultant for services rendered within a reasonable amount of time once an invoice is received. However, if the City objects to all or any portion of an invoice, it shall notify Consultant and reserves the option to only pay that portion of the invoice not in dispute. In that event, the Parties will immediately make every effort to settle the disputed portion.

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 (4) years after the effective date of this Agreement 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. 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 defend, 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. 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.
- ii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- iii. Professional Liability insurance appropriate to the Consultant's profession.

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

- i. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
- ii. 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 Professional Services Agreement

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 Professional Services Agreement

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:

WBM, PLLC
Attn: James McPhee, Managing Partner
601 W Main Ave, Suite 1400
Spokane WA 99201
Jmcphee@workwith.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 Professional Services Agreement

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: _____

Name: _____

Title: _____

Title: _____

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.

1. General

Appointed Hearing Examiner

The Consultant is the appointed Hearing Examiner for the City of Bonney Lake. As such, the Consultant's work and duties shall be guided by Chapter 2.18 of the Bonney Lake Municipal Code.

Hearing Examiner Responsibilities

The Hearing Examiner will:

- Visit project sites, as deemed necessary in the Hearing Examiner's discretion, prior to public hearings.
- Examine hearing related documents and review case files, City codes and policies, environmental impact statements, plot plans and topographical maps.
- Evaluate testimony and evidence, prepare records, enter final written findings and impose conditions to conform projects to City ordinances and land use policies.
- Administer the Public Hearing Process in a professional and impartial manner.
- Prepare sound and defensible decisions within the prescribed timelines.
- Coordinate with City Staff on ancillary functions including setting of hearing dates, handling of associated hearing exhibits, distribution of decisions, etc.; and
- Maintain knowledge of current relevant state and City land use laws, policies and related state and federal court decisions.

City Responsibilities

The City will provide the following:

- A hearing room and facilities including recording and sound system, when the hearing occurs in person.
- Virtual meeting platform that allows for public participation to include recording, when the hearing occurs virtually.
- Public notice of hearings as required under City ordinance and rule.
- Prior to any hearing, staff reports describing and analyzing the application or issues to be heard by the Hearing Examiner. Staff reports will include a staff recommendation.
- Decision copying and distribution services as required under City ordinance and rule; and
- Current copy of all City land use plans, policies and ordinances and amendments thereto passed during the term of this contract.

2. Quasi-Judicial Land Use Action Decisions

The Hearing Examiner conducts open public hearings and renders a decision in writing, supported by findings of fact on all quasi-judicial permit applications identified as Type 3A and 3B permits in BLMC 14.30.010, as existing or as amended, which includes but is not limited to shoreline conditional use permits, shoreline variances, preliminary plats, zoning variances, conditional use permits, and critical area reasonable use exceptions.

3. Zoning Reclassification Recommendation

The Hearing Examiner will conduct open record hearings for proposed zoning reclassification and issue a recommendation to the City Council in writing, supported by findings of fact, as to the proposal's compliance with BLMC Chapter 14.90, as existing or as amended.

4. Administrative Decision Appeals

The Hearing Examiner will conduct open record appeal hearings of administrative decisions and render a decision in writing, supported by findings of fact. The City's appeal's process does not provide for reconsideration by the Hearing Examiner. Any appeal of the Hearing Examiner's decision is to the Pierce County Superior Court under RCW Chapter 36.70C. There is no appeal to the City Council.

5. Unfit Building Hearings and Decisions

The City has adopted the provisions of RCW Chapter 35.80 to address uninhabitable structures/premises within the City of Bonney Lake. The hearing examiner shall serve as the public officer as defined in RCW 35.80.020 and have the powers granted to the office in RCW 35.80.030, except that the City shall provide all administrative functions such as preliminary investigations and the serving of notices.

In this role the hearing examiner will conduct required hearings, issue written decisions, supported by findings of fact, as to the habitability of structures/premises within the City, and determine if the structure/premise should be repaired, altered, demolished, or vacated consistent with the provisions of RCW 35.80.030 and BLMC 14.130.160, as existing or as amended.

6. Hearing Examiner Pro Tem.

In the event of a conflict or disqualification, scheduling difficulties, or in any situation in which the use of a Hearing Examiner Pro Tem is required, the Hearing Examiner must inform the Public Services Director of such need. The Hearing Examiner shall inform the Public Services Director at least one month in advance of any hearing in which the Hearing Examiner Pro Tem is required. The Public Services Director may decide not to approve the use of an Examiner Pro Tem suggested in this manner, and request that the hearing be rescheduled to a time that would allow the Hearing Examiner's attendance. Alternatively, the Public Services Director may decide to authorize the use of another Hearing Examiner by separate contract.

7. Other Requirements

Rules

The Hearing Examiner will utilize the City's adopted rules for hearings, which provides for the cross-examination of witnesses, and procedural matters related to the duties of the Consultant consistent with BLMC Chapter 2.18 and BLMC Chapter 14.60. A copy of the current Hearing Examiner Rules and Procedures are available on the City's website on the Hearing Examiner webpage.

The Hearing Examiner may, but is not required to, recommend revisions to the adopted rules which shall be made in writing and provided to the City.

Hearings

The City will record the hearings, and the Hearing Examiner shall provide the clerk to facilitate the hearing. Hearings may be held in-person or virtually. The Hearing Examiner must have adequate technology and equipment required for successful audio and video connection capabilities for virtual or hybrid hearings and for the ability to later review recordings.

Electronic Documents

The City utilizes a paperless, online permitting process. All permit files, documents, and hearing records are processed and transmitted electronically, including document transfer to the Hearing Examiner. The Hearing Examiner must have adequate technology and equipment to receive large volumes of records in digital format. No paper copies of permit files, hearing records, staff reports, or submitted exhibits will be provided to the Hearing Examiner by the City.

Annual Report

The Hearing Examiner shall report in writing to and meet with the City at least annually for the purpose of reviewing the administration of the land use policies and regulatory ordinances. Such report shall include a summary of the Hearing Examiner's decisions and costs since the last report.

EXHIBIT B
Rates of Service

Hearing Examiner Services: \$280/hour
Paralegal/Hearing Clerk Services: \$150/hour

City of Bonney Lake, Washington
Community Development Committee Agenda Bill (AB)

Agenda Bill Number: AB26-18 -
Agenda Item Type: Resolution
Presenter: Jason Sullivan, Public Services Director
City Strategic Goal Category: Parks Rec & Green Space Vision
Department/Division Submitting: Public Services Director
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, renaming Downtown Park to Veterans Memorial Park and directing staff to work with the Greater Bonney Lake Veterans Memorial Committee to update the 2012 Memorandum of Understanding.

Short Background Summary:

The City of Bonney Lake is committed to honoring the memory of those who served our Country and strengthening civic pride through the development of a Veterans Memorial in Downtown. In alignment with the City’s 2024 Parks, Trails, and Open Space Plan, which identifies the need for a Downtown park as a place for remembrance, reflection, and civic events, staff recommends renaming the planned “Downtown Park” to “Veterans Memorial Park”. This name change complies with Bonney Lake Municipal Code’s criteria for name parks and recreational facilities. The resolution directs staff to update all official documents, signage, and maps to reflect the new name and work. The resolution also directs staff to work with the Greater Bonney Lake Veterans Memorial Committee to update the 2012 Memorandum of Understanding to support the development of the Veterans Memorial within the park.

Budget Explanation:

There is no budgetary impact with the proposed name change.

Committee, Board, Commission, & Hearing Examiner Review

Name Of Committee/Commission/Examiner Meeting: Planning Commission

Date of Committee/Commission/Examiner Meeting: 2/4/2026

Date of Committee/Commission Public Hearing: 2/17/2026

Committee/Commission/Examiner Meeting Decision: Community Development Committee

Council Action

Date of Council Workshop

Date of Council Meeting

Date of Council Public Hearing

3/3/2026

RESOLUTION NO. R26-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, RENAMING DOWNTOWN PARK TO VETERANS MEMORIAL PARK AND DIRECTING STAFF TO WORK WITH THE GREATER BONNEY LAKE VETERANS MEMORIAL COMMITTEE TO UPDATE THE 2012 MEMORANDUM OF UNDERSTANDING.

WHEREAS, the City of Bonney Lake seeks to strengthen civic pride and honor the memory of those who served our country; and

WHEREAS, the City of Bonney Lake and the Greater Bonney Lake Veterans Memorial Committee (hereinafter “Veterans Memorial Committee”) entered into a Memorandum of Understanding in 2012 (hereinafter 2012 MOU) for the development of a Veterans Memorial in Downtown; and

WHEREAS, the majority of the property identified in Exhibit B of the 2012 MOU did not belong to the City of Bonney Lake; and

WHEREAS, the City is still committed to working with and partnering with the Veterans Memorial Committee on the development of a Veterans Memorial in Downtown; and

WHEREAS, the City’s 2024 Parks, Trails, and Open Space (PTROS) Plan identify a need and City owned property for park space in the Downtown identified as “Downtown Park”; and

WHEREAS, The PTROS Plan envisioned that a Veterans Memorial would be constructed within the Downtown Park; and

WHEREAS, the PTROS Plan envisions the Downtown park as a place for remembrance, reflection, and civic events; and

WHEREAS, Bonney Lake Municipal Code 12.10.020.B establishes criteria for naming of public parks and recreation facilities;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Bonney Lake does hereby resolves as follows:

Section 1: Name Change. The park space referred to and identified in the PTROS Plan as “Downtown Park” is hereby renamed “Veterans Memorial Park.”

Section 2: Name Policy Consistency. The new name aligns with the following criteria from the requirements established in BLMC 12.10.020.B:

1. Historical / Local Cultural Significance: Honoring veterans reflects a cultural legacy of service within Bonney Lake and Pierce County.

2. Civic Group: Recognizing veterans as a civic group is consistent with the City's desire to strengthen civic pride and honor the memory of those who served our Country.

Section 3: Documentation Update. Staff is directed to update all official documents, signage, maps, and public-facing materials to reflect the new name Veterans Memorial Park.

Section 4: Memorandum of Understanding. Staff is directed to work with the Veterans Memorial Committee to update the 2012 Memorandum of Understanding to support the developing of a Veterans Memorial

PASSED by the City Council this 3rd day of March 2026.

Terry Carter, Mayor

AUTHENTICATED:

Sadie A. Schaneman, MMC, City Clerk



Memo

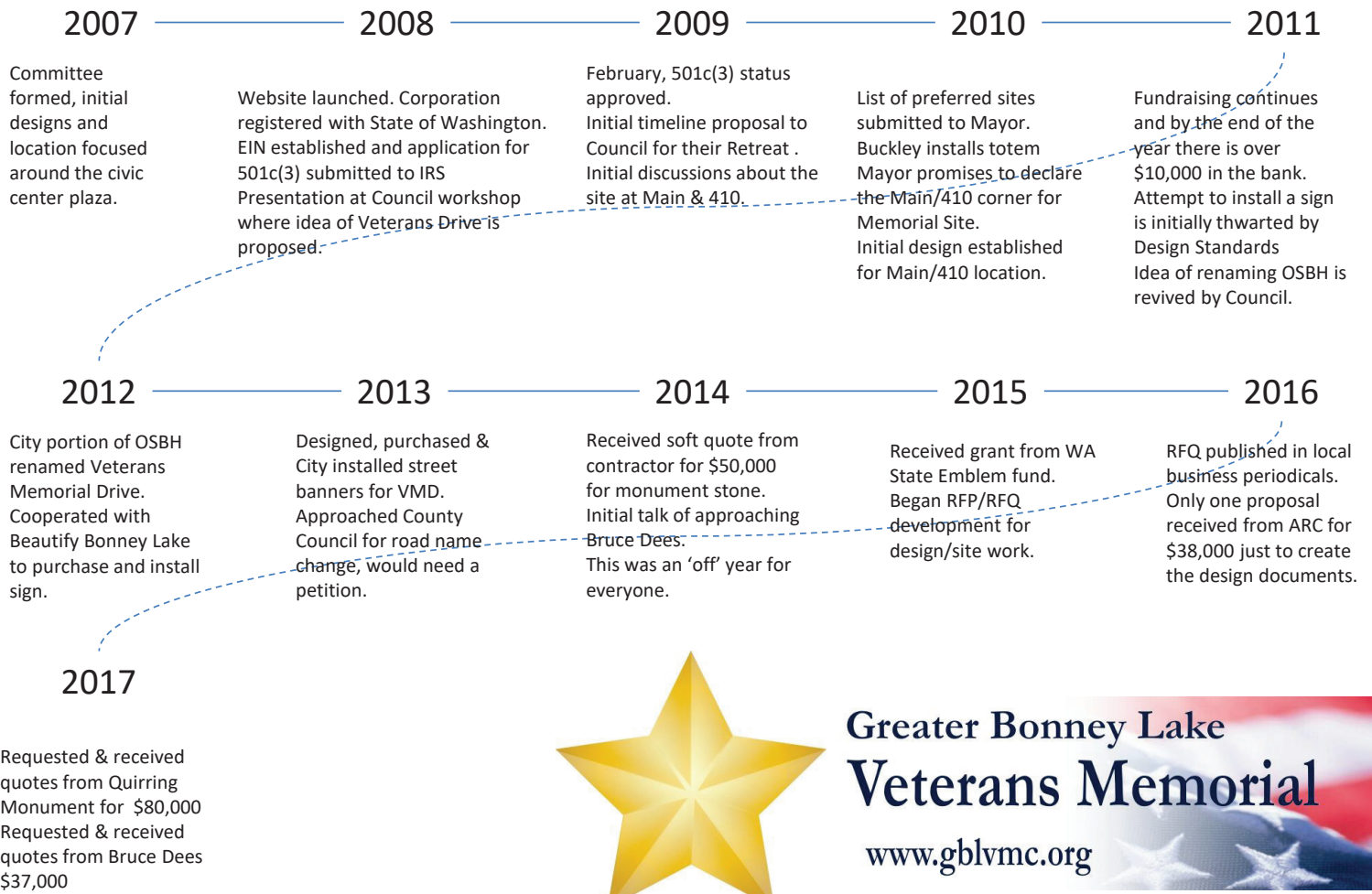
Date : February 4, 2026
To : Mayor and City Council
From : Grant Sulham, Planning Commission Chair
Re : **Resolution R26-18**

On February 4, the Planning Commission reviewed Resolution R26-18 renaming Downtown Park Veterans Memorial Park as required by BLMC 12.10.020.A. The Planning Commission voted 6-0-0 to recommend that the City Council approve Resolution R26-18, as presented.

The Planning Commission finds that the name change complies with the following naming criteria established in BLMC 12.10.020.B:

1. **Historical / Local Cultural Significance:** Honoring veterans reflects a cultural legacy of service within Bonney Lake and Pierce County.
2. **Civic Group:** Recognizing veterans as a civic group is consistent with the City's desire to strengthen civic pride and honor the memory of those who served our Country.

Greater Bonney Lake Veterans Memorial Committee - Timeline



**Greater Bonney Lake
Veterans Memorial**

www.gblvmc.org



MEMORANDUM OF UNDERSTANDING

WHEREAS, the City of Bonney Lake and the Greater Bonney Lake Veterans Memorial Committee, recognize mutual and public benefit to be served by establishing a Veteran's Memorial in the Downtown; and

WHEREAS, the City of Bonney Lake is willing to dedicate city owned property to establish a Veteran's Memorial Park; and,

WHEREAS, the Greater Bonney Lake Veterans Memorial Committee was formed as a result of the Bonney Lake Park Board being interested in having a memorial to honor the veterans of this great nation; and;

WHEREAS, the Greater Bonney Lake Veterans Memorial Committee is an established 501(c)(3) Federal tax exempt public charity, and is accumulating funds to build the Veterans Memorial.

NOW THEREFORE, the undersigned enter into this non-binding Memorandum of Understanding for the purposes set forth below:

1. The City is willing to enter into an Agreement to reserve land for construction of the Bonney Lake Veterans Memorial in the Downtown area on the site shown by Appendix A.
2. The City is willing to build a retaining wall with fill material to prepare this site for construction of the Veteran's memorial while reconstructing the SR410 and Main Street intersection.
3. The City shall allow one sign to be erected on this site announcing future construction of the Veteran's Memorial that is consistent with sign details used for City construction contracts.
4. The Greater Bonney Lake Veterans Memorial Committee shall raise funds for construction of the memorial.
5. The Greater Bonney Lake Veterans Memorial Committee shall build the memorial complying with the Bonney Lake Municipal Code standards and Appendix B concept.
6. The City will maintain the site in perpetuity.

IN WITNESS WHEREOF, this Agreement has been entered into between the parties as of the 10th day of January, 2012.

CITY OF BONNEY LAKE

GREATER BONNEY LAKE MEMORIAL COMMITTEE



By: Neil Johnson, Jr., Mayor



By: David Colbeth
Its: President

**GREATER BONNEY LAKE VETERANS MEMORIAL COMMITTEE
VETERANS MEMORIAL
EXHIBIT 'B'
PROJECT LIMITS
MAY 4, 2017**

Site Map

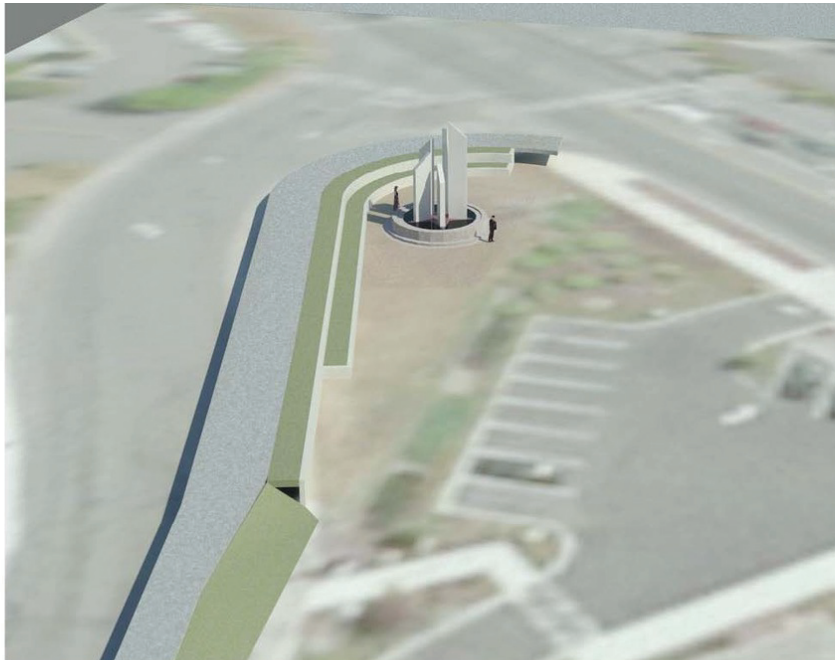


**GREATER BONNEY LAKE VETERANS MEMORIAL COMMITTEE
VETERANS MEMORIAL
EXHIBIT 'C'
EXISTING MONUMENT DESIGN
MAY 4, 2017**



GBLYMC - DRAFT 3D MODEL

13 MARCH 2014



GBLYMC - DRAFT 3D MODEL

13 MARCH 2014



Retail Quote

Presented by:

Quiring Monuments, Inc. - Seattle, WA



Project: Bonney Lake Veterans Memorial							Date: 3/6/2026		Retail	
Item	Size (")			Unit Wt	Net Wt	Qty	Color	Unit Price	Net Price	
A	62 1/8	20	3	410	4,918	12	Gray	\$ 346	\$ 4,152	
B1	51 3/4	10	20	1,138	13,656	12	Gray	\$ 1,063	\$ 12,756	
B2	46 5/8	10	16	820	9,843	12	Gray	\$ 747	\$ 8,964	
C	55 1/4	35 7/8	2	436	2,179	5	Red	\$ 910	\$ 4,550	
D	55 1/8	55 1/4	2	670	670	1	Red	\$ 1,399	\$ 1,399	
E	58 1/8	40	2	511	5,113	10	Black	\$ 1,179	\$ 11,790	
F1	40	10	144	6,333	6,333	1	Gray	\$ 4,989	\$ 4,989	
F2	40	10	126	5,542	5,542	1	Gray	\$ 4,366	\$ 4,366	
F3	40	10	108	4,750	4,750	1	Gray	\$ 3,742	\$ 3,742	
F4	40	10	90	3,958	3,958	1	Gray	\$ 2,930	\$ 2,930	
F5	40	10	72	3,167	3,167	1	Gray	\$ 2,268	\$ 2,268	
				Total Lbs	60,130	57				

Granite Total Cost: \$ 61,906

Presented by:

Quiring Monuments, Inc.

9608 Aurora Avenue North
Seattle, WA 98103

Contact:

Maggie Reaber

MaggieR@Monuments.com

206-522-8400 ext 306

Delivery of Granite to site \$ 1,500

via 2 flat bed trucks

Installation Labor \$ 11,000

Total of 3 men for 5 days

Materials & Supplies \$ 1,500

Epoxy, caulking, rodding, shims, pins, etc.

Forklift Rental \$ 2,500

3 days

Crane Rental \$ 1,000

1 day, for installing large tablets

Total Cost: \$79,406

Comments:

This quote is for granite and installation of granite only

Does not include soil tests, permits or fees

Does not include water feature or water feature components

Does not include lighting or any electrical work

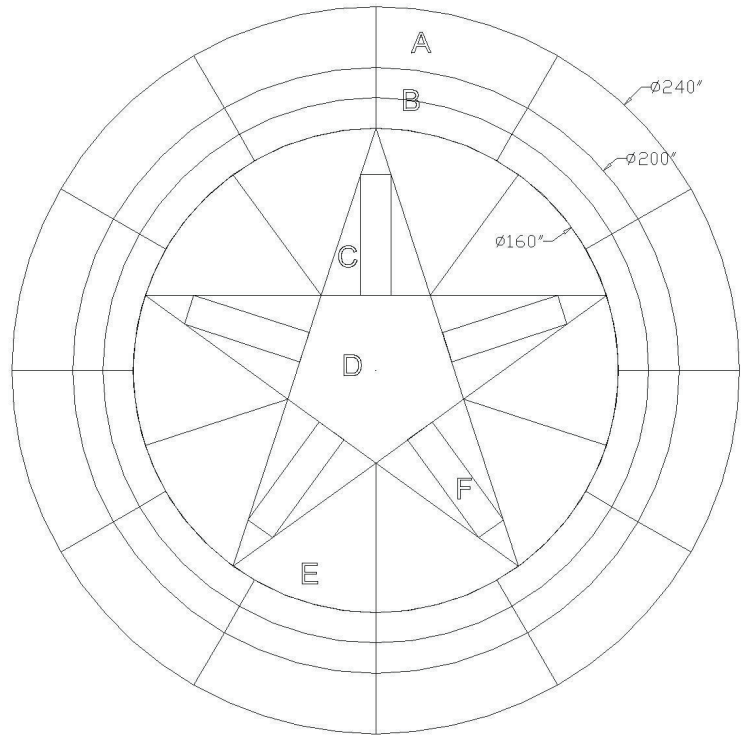
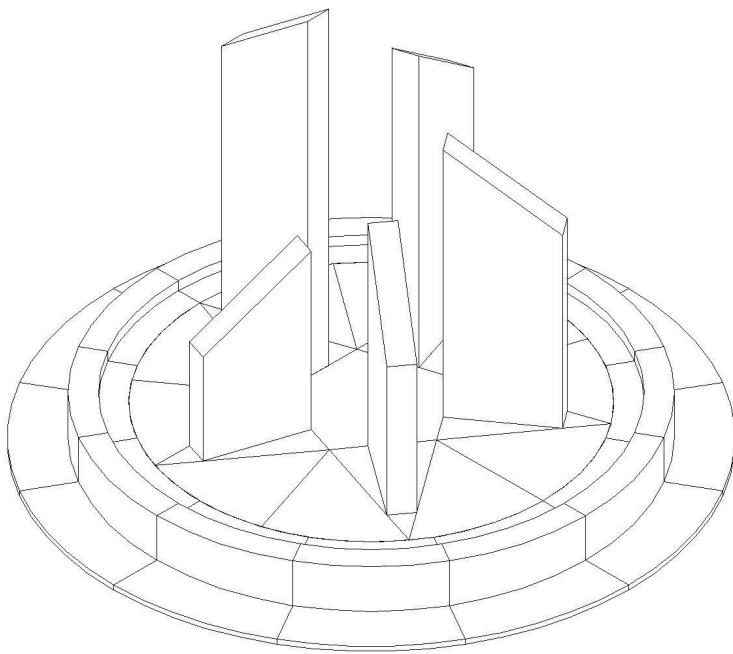
Does not include site prep, concrete foundations/footings or landscaping

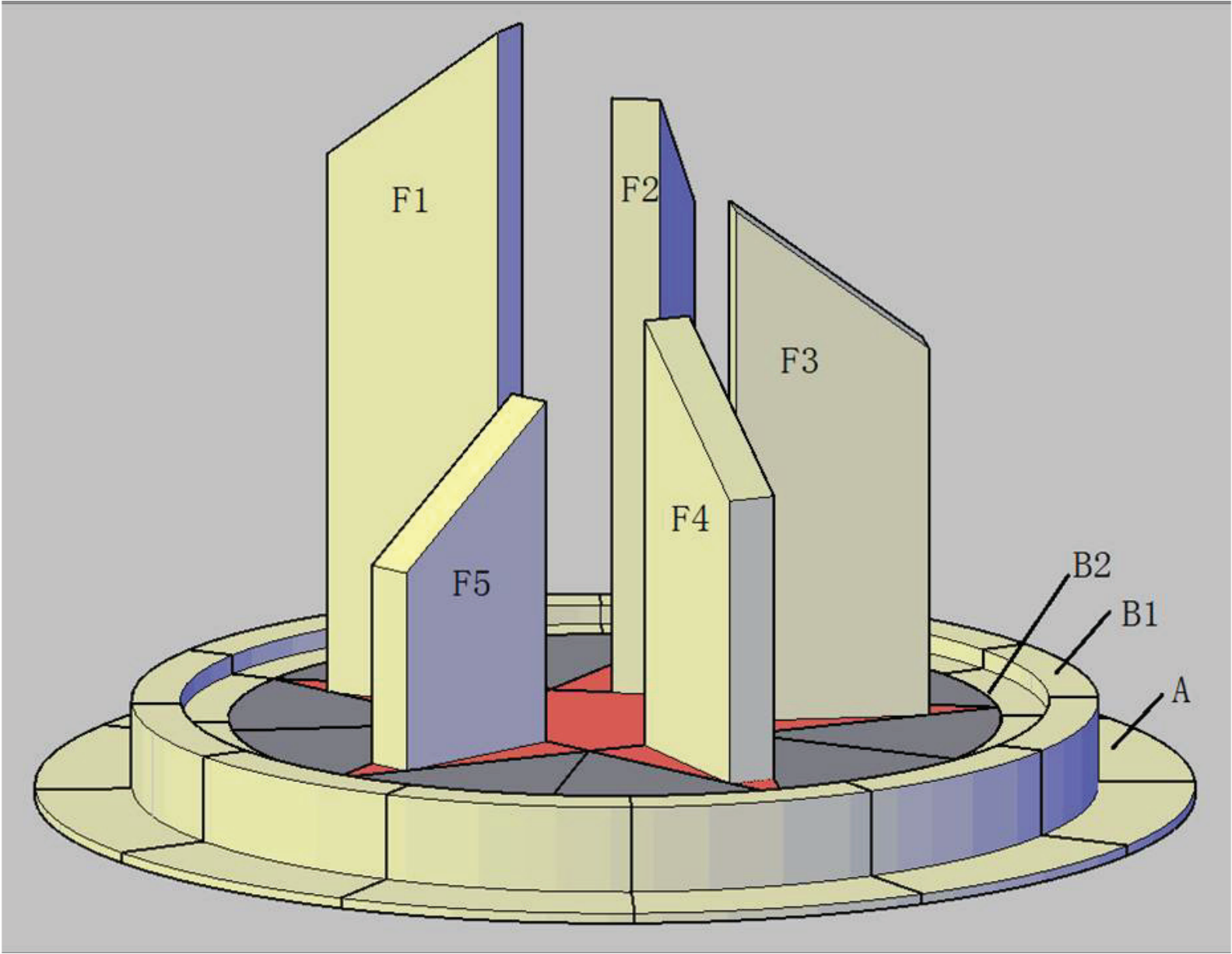
Does not include drilling for electrical or water

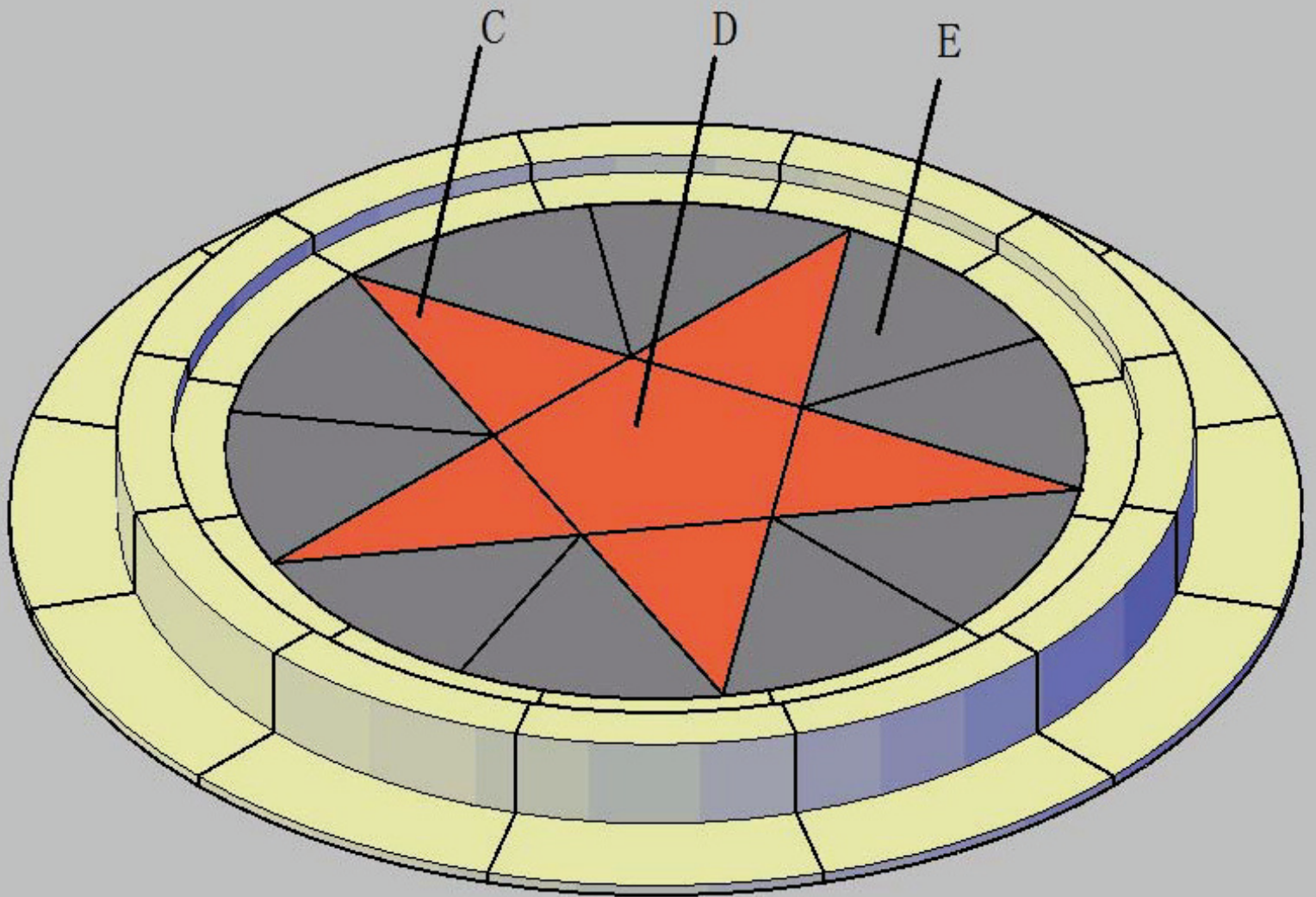
Does not include engraving

M78-25-1/1

BONNEY LAKE







DOWNTOWN PARK

Site Improvement Options

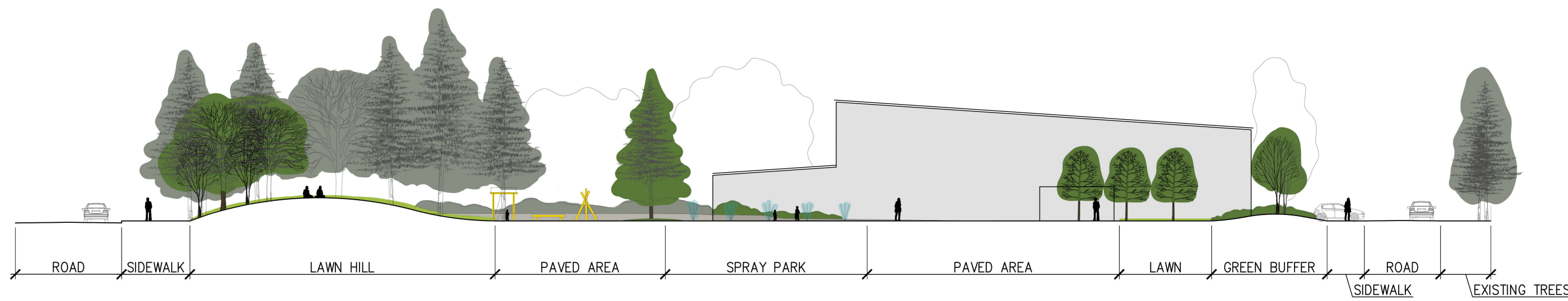
Downtown Park will be located within a collection of City-owned parcels immediately north of the Justice & Municipal Center that is located at 90th St E. This central location makes the park highly accessible for residents, linking existing and new community resources to create a critical mass of supported activities that will result in an especially dynamic civic space.

The site is bordered by Main St E to the west and 186th Ave E to the east, with current developments carving out smaller planes within a generally perched topographic condition. These existing developments hold mature trees, many of which have been integrated into the new park design. A community garden at the site's center is to be retained, while the current "Lions4Kids" facility is intended to remain operational until it can be relocated to a new building. The target program of facilities and site elements includes: a new community/senior center; playground; spray park and restrooms; central plaza; dog park; relocated veterans memorial; surface parking; existing community garden; and mix of other green park spaces.

Extending 88th St E along the northern edge of the site allows Downtown Park to have a pedestrian core that is uninterrupted by vehicular traffic. Locating the community/senior center at the west helpfully bookends the site, creating a welcome edge to the central plaza while also allowing the building to have frontage on Main St E. An improved crossing at the south creates a safe link to the adjacent Justice & Municipal Center, while the spray park, plaza, restrooms, playground, and veterans memorial all are located within the core of the site.



spray park playground main plaza lawn mounds quiet green area dog park



City of Bonney Lake, Washington
Community Development Committee Agenda Bill (AB)

Agenda Bill Number: AB26-20 -
Agenda Item Type: Resolution
Presenter: Andrew Fonda, Assistant City Engineer
City Strategic Goal Category: Water Resource 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, to Approve the Professional Services Agreement with RH2 Engineering, Inc. to Complete the American Water Infrastructure Act Risk and Resilience Assessment and Emergency Response Plan Update.

Short Background Summary:

The City of Bonney Lake (City) has requested that RH2 Engineering, Inc., (RH2) assist with updates to its Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP) as required under the 2018 America’s Water Infrastructure Act (AWIA). The water system must certify compliance with RRA and ERP requirements on a schedule dependent on system size. Recertification is required every 5 years. Since the City’s service population is between 3,301 and 49,999, the U.S. Environmental Protection Agency’s (EPA) mandated RRA deadline is June 30, 2026. ERP certification is due within 6 months of RRA certification; therefore, it is due December 31, 2026.

Budget Explanation:

Budget Amount	Current Balance	Required Expenditure	Budget Balance
\$100,000	\$100,000	\$75,000	\$25,000

To fully fund the project, staff propose to use the funding (\$100,000) budgeted in 2025/2026 for the Tacoma Point Water Reservoir old tank demolition.

Committee, Board, Commission, & Hearing Examiner Review

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

Date of Committee/Commission/Examiner Meeting: 2/17/2026

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
	2/24/2026	

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF BONNEY LAKE AND RH2 ENGINEERING, INC**

THIS PROFESSIONAL SERVICES AGREEMENT is entered into by and between the City of Bonney Lake, Washington, a municipal corporation (“**City**”) and RH2 Engineering, Inc., organized under the laws of the State of Washington, located and doing business at 1201 Pacific Avenue, Suite 1750, Tacoma, Washington 98402 (hereinafter the “**Consultant**”).

RECITALS:

WHEREAS, the City desires to have updates to the Risk and Resilience Assessment and Emergency Response Plan as required under the 2018 America’s Water Infrastructure Act 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 Seventy-Five Thousand Dollars (\$75,000) 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 for after delivery of the scope of work completion. 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 December 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. 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 subconsultant 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 defend, 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:

Geoffrey Dillard, Director
1201 Pacific Ave, Suite 1750
Tacoma WA 98402
gdillard@rh2.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: Geoffrey Dillard

Title: Mayor

Title: Director

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 January 2026 which is attached hereto and incorporated herein.

EXHIBIT B

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

EXHIBIT A
Scope of Work
City of Bonney Lake
Risk and Resilience Assessment and Emergency Response Plan Updates
January 2026

Background

The City of Bonney Lake (City) has requested that RH2 Engineering, Inc., (RH2) assist with updates to its Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP) as required under the 2018 America’s Water Infrastructure Act (AWIA). The water system must certify compliance with RRA and ERP requirements on a schedule dependent on system size. Recertification is required every 5 years.

Since the City’s service population is between 3,301 and 49,999, the U.S. Environmental Protection Agency’s (EPA) mandated RRA deadline is June 30, 2026. This project is targeting:

- RRA completion by June 15, 2026; and
- RRA certification by June 30, 2026.

ERP certification is due within 6 months of RRA certification; therefore, it is due December 31, 2026. This project is targeting:

- ERP completion by November 15, 2026; and
- ERP certification by December 15, 2026.

In addition to AWIA requirements, recent regulatory updates have expanded the scope of ERP and RRA compliance. Community water systems must now address the following elements as part of their updates:

- Lead Service Lines (LSL).
- Cybersecurity protections.
- Per- and polyfluoroalkyl substances (PFAS).
- Chemical accident prevention measures.

The RRA and ERP include the review and development of sensitive information. RH2 will work closely with the City to securely transmit files and information and will restrict file access of sensitive information where required by the City.

Risk and Resilience Assessment

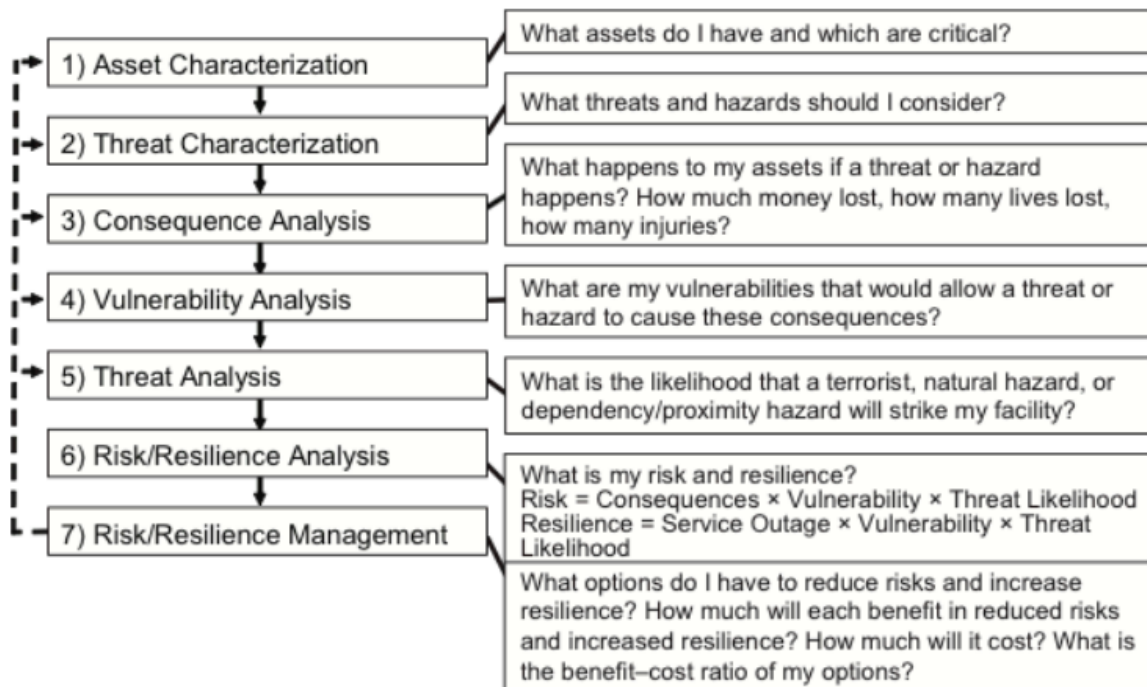
The RRA update will include an assessment of the water system assets and an all-hazard approach to threats, including the following:

1. The risk to the system from malevolent acts and natural hazards.

2. The resilience of the pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, electronic, computer, or other automated systems (including the security of such systems) that are utilized by the system.
3. The monitoring practices of the system.
4. The financial infrastructure of the system.
5. The use, storage, or handling of various chemicals by the system.
6. The operation and maintenance of the system.
7. Additional regulatory requirements (LSL vulnerabilities, cybersecurity protections, PFAS, and chemical accident prevention measures).

The assessment may also include an evaluation of capital and operational needs for risk and resilience management for the system.

RH2 will follow the standards outlined in American Water Works Association/American National Standards Institute (AWWA/ANSI) J100-10 R13 *Risk and Resilience Management of Water and Wastewater Systems* (J100) when performing the RRA. J100 outlines a seven-step Risk Analysis and Management for Critical Asset Protection (RAMCAP) process, as illustrated in the figure that follows.



Emergency Response Plan

The findings of the RRA are to be incorporated into the ERP update. The updated ERP must include the following:

1. Strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system.
2. Plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act or natural hazard that threatens the ability of the community water system to deliver safe drinking water.
3. Actions, procedures, and equipment that can prevent or significantly lessen the impact of a malevolent act or natural hazard on the public health and the safety and supply of drinking water provided to communities and individuals, including the development of alternative source water options, relocation of water intakes, and construction of flood protection barriers.
4. Strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system.
5. Examination of financial infrastructure.
6. Addressing the use, storage, or handling of chemicals.
7. Consideration of operations, maintenance, and asset management.

The physical arrangement of the ERP will allow easy access to incident-specific procedures for “rip-and-run” style use. The ERP will generally include the required elements and will be organized in a manner and order similar to the EPA’s 2019 *Community Water System Emergency Response Plan Template*.

General Assumptions

In preparing this Scope of Work, the following overall assumptions were made:

- *The City has the institutional knowledge of its water system and must respond quickly to information requests, involve the correct staff, perform timely and thorough reviews of draft documents, and be actively involved in the RRA and ERP development to meet the EPA’s deadlines. RH2’s role is to support the City’s efforts through the collection and organization of relevant information and presentation in a way that allows City decision makers to quickly make informed decisions at key points in the RRA and ERP development.*
- *RRA and ERP documents will be limited to the water system. Impacts of other utility failures will be analyzed (to the extent that their failure impacts the water system) and response coordination planned, but analysis and planning for other utilities (such as wastewater) are outside the scope of this project.*
- *Analysis will include applicable business systems. Applicable business systems are assumed to include those systems and information technology (IT) directly affecting water operations,*

such as maintenance and communication systems, as well as financial infrastructure, such as accounting, purchasing, billing systems, or third parties used for these services.

- *Project documents and deliverables will be provided in electronic format (PDF) unless otherwise noted.*
- *Meetings will be held via video conference using the Microsoft Teams platform unless otherwise noted.*
- *Workshops will generally be limited to two (2) hours in duration and will be held at the City's offices unless otherwise noted.*
- *Infrastructure cost estimates will be Association for the Advancement of Cost Engineering (AACE) Class 5 (conceptual level).*
- *RH2 will rely on the accuracy and completeness of any data, information, survey, or materials generated or provided by the City or others in relation to this Scope of Work. RH2 assumes that the entity providing such information to RH2 is either the owner of such information or has obtained written authorization from the owner to distribute said information.*
- *The City will provide timely feedback on deliverables identified in this Scope of Work.*
- *RRA information will be compiled in an Excel spreadsheet. The spreadsheet will be provided as a deliverable to the City, along with the report, for use during future RRA efforts.*

Task 1 – Project Management Services

Objective: Manage RH2's project team, maintain communications, including phone calls and emails, and attend coordination meetings.

Approach:

- 1.1 Perform Project Management: Provide direction, coordination, and oversight to the RH2 project team. Work includes the following:
 - Organize, manage, and coordinate technical disciplines as described herein, and implement quality assurance and quality control (QA/QC) reviews.
 - Document and retain information generated by the RH2 team during execution of the project.
 - Prepare monthly invoices and budget status summaries.
 - Create, maintain, and periodically update an internal project schedule to determine potential impacts of proposed changes and to reflect the current status of the project.
- 1.2 Attend Coordination Meetings: Prepare for and attend virtual coordination meetings with City staff, as requested. Prepare agenda and meeting minutes. *A total of three (3) meetings are assumed for this Scope of Work, in addition to other workshops identified elsewhere in this Scope of Work.*

RH2 Deliverables:

- Monthly invoices.
- Meeting agendas and minutes.

Task 2 – Project Kick-Off

Objective: Streamline communication between the City and RH2. Identify available existing resources. Lay the groundwork for identifying which assets are critical and tour the primary facilities as requested.

Approach:

2.1 Establish Primary Points of Contact: Work with the City to identify primary points of contact for RH2 and within the City’s organization that will coordinate with various experts within the City, including:

- Management;
- Operations;
- Engineering;
- Electrical;
- IT/Supervisory Control and Data Acquisition;
- Administrative/Billing; and
- Physical Security.

2.2 Obtain and Review Background Information: Provide the City with the initial AWIA Information Request Form. Obtain and organize background information identified in the form. Review information to assess whether it is relatively sufficient, complete, and up to date. Update the Information Request Form and coordinate with the City to obtain or update information as needed. Prepare a bibliography of data obtained.

2.3 Identify Critical Thresholds: Coordinate with the City to review the organization’s mission statement and translate the mission statement into terms that will help determine the criticality of assets during an emergency, such as:

- Fire flow (gallons per minute at hydrants);
- Water system pressure (pounds per square inch in distribution system);
- Water quality (specific);
- Water treatment (specific);
- Service disruption length (hours or days);
- Critical customer need requirements (specific); and
- Other.

Task 3 – Threat and Asset Characterization and Creation of Threat-Asset Pairs

Objective: Review and update the City’s water system assets and threats. Eliminate non-critical assets and non-feasible threats. Review and update threat-asset (T-A) pairs for analysis in more detail in future tasks. The purpose of this Task is to narrow the number of assets, threats, and T-A pairs from a comprehensive list to a limited list of the top T-A pairs based on consequence. *For budgeting and planning purposes, it is assumed that this process will begin with a maximum of two hundred (200) water system T-A pairs.*

Approach:

- 3.1 Review, Update, and Characterize Assets: Work with the City and use the available documents and threshold criteria to create an initial asset table and chapter of the RRA.
 - Use threshold criteria to identify critical assets and to eliminate non-critical assets from further consideration.
 - Document why assets are critical.
 - Organize and prepare tables and Assets chapter.
- 3.2 Review, Update, and Characterize Threats: Work with the City and other resources to identify and characterize natural hazards, malevolent threats, and dependency/proximity threats.
 - Document which threats are likely and deserve additional consideration, and which are highly unlikely to this system and area and should be eliminated from further consideration.
 - Organize and prepare Threats chapter.
- 3.3 Facilitate Cascading Threats and Failures Workshops: Attend up to two (2) workshops with City staff to evaluate the effect of cascading threats and failures. Identify how the occurrence of a threat or failure creates unforeseen/new threats and failures that were previously unidentified through discussion in the workshops. *It is assumed the workshops will be two (2) hours in duration, located at the City’s office, and will be scheduled for regular occurrence.*
- 3.4 Review and Update T-A Pairs: Pair threats and assets for further analysis. Create a table of T-A pairs.

Provided by the City:

- Participation in the workshops.
- Meeting space and arranging for participation of necessary staff to attend cascading threats and failures workshops.

RH2 Deliverables:

- Initial asset table updates.
- Critical asset table updates.

- Updated Assets and Threats chapters.
- Updated table of initial T-A pairs.
- Cascading threats and failures workshop facilitation.
- Table of T-A pairs to be updated for baseline risk.

Task 4 – Calculate Baseline Risk and Resilience

Objective: Review and update consequence cost, vulnerability, and threat likelihood that will allow for the calculation of baseline risk for each T-A pair. Calculate the Utility Resilience Index.

Approach:

- 4.1 Review and Update Consequence Costs: Estimate the planning-level costs if a threat is realized against an asset. Organize and prepare the Consequence chapter.
- 4.2 Review and Update Vulnerability: Calculate the probability (0 is not vulnerable, 1 is highly vulnerable) that the asset will fail if the paired threat occurs using methods such as available data, event trees, path analysis, vulnerability logic diagrams, historical knowledge, and interviews with suppliers. Organize and prepare the Vulnerability chapter.
- 4.3 Review and Update Threat Likelihood: Utilize available sources of information to calculate the likelihood of a threat occurring in any given year (1 is certain, 10^{-10} is highly unlikely) for each T-A pair. Organize and prepare the Threat Likelihood chapter.
- 4.4 Review and Update Baseline Risk of Each T-A Pair: Calculate baseline risk (dollars per year) for each T-A pair.
 - Multiply the values of Consequence, Vulnerability, and Threat Likelihood developed in this Task.
- 4.5 Review and Update the Utility Resilience Index: Utilize the Utility Resilience Index survey completed by the City to calculate the City’s overall resilience. Organize and prepare the Resilience chapter.

Provided by City:

- Utility Resilience Index survey.

RH2 Deliverables:

- Updated Consequence, Vulnerability, Threat Likelihood, and Resilience chapters.
- Updated table of T-A pairs showing values for variables and calculated baseline risk.

Task 5 – Risk and Resilience Management

Objective: Review and update potential mitigation measures to reduce the risk and/or increase the resilience of T-A pairs and the system as a whole.

Approach:

- 5.1 Review and Update Potential Mitigation Measures: Attend a workshop with City staff at the City's office to brainstorm up to twenty-five (25) potential mitigation measures to reduce the risk of T-A pairs.
- 5.2 Review and Update Life-Cycle Cost Estimates for Potential Mitigation Measures: Prepare planning-level costs covering both capital and operations and maintenance costs of the potential mitigation measures.
- 5.3 Review and Update Mitigated Risk: Recalculate risk based on revised consequence, vulnerability, and threat likelihood values based on the potential mitigation measure being carried out.
- 5.4 Review and Update Benefits of Potential Mitigation Measures: Calculate the following for T-A pairs with reduced risk due to mitigation measures:
 - Gross Benefit = Baseline Risk – Mitigation Risk.
 - Net Benefit = Gross Benefit – Mitigation Measure Cost.
 - Benefit/Cost Ratio = Net Benefit/Mitigation Measure Cost.
 - Identify Timeline of Mitigation: Short (immediately), mid-term (1 to 5 years), or long-term (greater than 5 years).
- 5.5 Review and Update Mitigation Measures: Assist the City with determining and prioritizing the potential mitigation measures to include in a prioritized implementation plan. Organize and prepare the Risk and Resilience Management chapter.

Provided by the City:

- Participate in the mitigation measures workshop.
- Decide and prioritize which mitigation measures to implement.

RH2 Deliverables:

- Table of T-A pairs showing benefit and potential mitigated risk calculations.
- Risk and Resilience Management chapter, including prioritized implementation plan.

Task 6 – Finalize RRA

Objective: Finalize RRA and prepare certification letter for the City's submittal to the EPA.

Approach:

- 6.1 Finalize RRA: Incorporate chapters and tables previously prepared into a single RRA Report. Prepare an executive summary, cover, table of contents, and redacted prioritized implementation plan. Provide a draft to the City for review. Prepare the final report based on the City's comments.

6.2 Facilitate City's Certification of RRA: Assist the City in completing the certification process. *The City will submit certification documentation electronically to the EPA.*

Provided by City:

- Review comments on draft RRA Report as comments and markups.
- Submittal of electronic certification to EPA.

RH2 Deliverables:

- Draft and final RRA Report.
- Certification form for submittal by the City.

Task 7 – Emergency Response Plan Update

Objective: Prepare a simple and flexible ERP update that incorporates the work of the RRA and addresses new requirements under the AWIA.

Approach:

- 7.1 Conduct Existing ERP Gap Analysis: Compare findings from the RRA and requirements of the AWIA to the existing ERP and identify any gaps.
- 7.2 Identify Proposed Updates to the ERP: Identify sections of the ERP to be updated and discuss proposed updates with the City to determine which to undertake. Include coordination so that this ERP update is consistent with the City-wide ERP.
- 7.3 Facilitate Cascading and Regional Emergency and Response Workshops: Meet with City staff up to two (2) times to evaluate the effect of regional threats and cascading emergencies happening one after the other and the effect of those emergencies on planned responses. Identify how emergency responses could be adapted in the event of regional or cascading emergencies through discussion in the workshops. *It is assumed the workshops will be two (2) hour in duration.*
- 7.4 Integrate Regulatory Updates: Incorporate recent regulatory focus areas into the updated ERP, including management of LSL, enhanced cybersecurity protections, consideration of PFAS, and chemical accident prevention measures to align with current EPA and Washington State requirements.
- 7.5 Prepare Initial Draft ERP: Draft the updated ERP to comply with AWIA requirements. Obtain City comments on the initial draft and prepare an updated draft document.
- 7.6 Facilitate ERP Training Workshop and Tabletop Exercise: Participate in an ERP workshop to be conducted at the City's facilities. *It is assumed the workshop will be four (4) hours in duration and the tabletop exercise will also be four (4) hours in duration.* Facilitate tabletop testing of ERP as follows:
 - Participate in a workshop to introduce City staff to the ERP.
 - Identify one (1) emergency scenario that will be run during the tabletop exercise.

- Facilitate tabletop exercise to test the ERP.
 - Discuss the ERP and the exercise results with participants and identify any needed ERP adjustments.
- 7.7 Finalize ERP: Prepare the final ERP for submittal to the City based on feedback received during subtask 7.5.
- 7.8 Facilitate the City's Certification of ERP: Assist the City in completing the certification process. *The City will submit certification documentation electronically to the EPA.*

Provided by City:

- Review of ERP Gap Analysis and Proposed Updates.
- Review and comment on the initial draft ERP.
- Meeting space and arranging for participation of necessary staff to attend cascading emergency workshops.
- Guidance on updates to make to the initial draft ERP based on the workshop.
- Submittal of certification to the EPA.

RH2 Deliverables:

- ERP Gap Analysis and Proposed Updates in electronic form (email).
- Initial Draft ERP.
- Draft ERP.
- Cascading and regional emergency workshop facilitation.
- Final ERP.
- ERP certification document.

Project Schedule

The draft RRA is anticipated to be submitted to the City by May 15, 2026, for review, with a completion date of June 15, 2026.

The draft ERP is anticipated to be submitted to the City by October 15, 2026, for review, with a completion date of November 15, 2026.

EXHIBIT B

Fee Estimate

City of Bonney Lake

Risk and Resilience Assessment and Emergency Response Plan Updates

Jan-26

Description		Total Hours	Total RH2 Labor	Total Expense	Total Cost
Task 1	Project Management Services	40	\$ 9,367	\$ 331	\$ 9,698
1.1	Perform Project Management	16	\$ 3,511	\$ 157	\$ 3,668
1.2	Attend Coordination Meetings	24	\$ 5,856	\$ 175	\$ 6,031
Task 2	Project Kick-Off	22	\$ 4,978	\$ 127	\$ 5,105
2.1	Establish Primary Points of Contact	4	\$ 842	\$ 22	\$ 864
2.2	Obtain and Review Background Information	9	\$ 2,068	\$ 53	\$ 2,121
2.3	Identify Critical Thresholds	9	\$ 2,068	\$ 53	\$ 2,121
Task 3	Threat and Asset Characterization and Creation of Threat-Asset Pairs	53	\$ 12,104	\$ 474	\$ 12,578
3.1	Review, Update, and Characterize Assets	7	\$ 1,432	\$ 37	\$ 1,469
3.2	Review, Update, and Characterize Threats	7	\$ 1,432	\$ 37	\$ 1,469
3.3	Facilitate Cascading Threats and Failures Workshop	32	\$ 7,808	\$ 364	\$ 8,172
3.4	Review and Update T-A Pairs	7	\$ 1,432	\$ 37	\$ 1,469
Task 4	Calculate Baseline Risk and Resilience	35	\$ 7,160	\$ 220	\$ 7,380
4.1	Review and Update Consequence Costs	7	\$ 1,432	\$ 37	\$ 1,469
4.2	Review and Update Vulnerability	7	\$ 1,432	\$ 43	\$ 1,475
4.3	Review and Update Threat Likelihood	7	\$ 1,432	\$ 47	\$ 1,479
4.4	Review and Update Baseline Risk of Each T-A Pair	7	\$ 1,432	\$ 47	\$ 1,479
4.5	Review and Update the Utility Resilience Index	7	\$ 1,432	\$ 47	\$ 1,479
Task 5	Risk and Resilience Management	46	\$ 9,904	\$ 350	\$ 10,254
5.1	Review and Update Potential Mitigation Measures	18	\$ 4,176	\$ 203	\$ 4,379
5.2	Review and Update Life-Cycle Cost Estimates for Potential Mitigation Measures	7	\$ 1,432	\$ 37	\$ 1,469
5.3	Review and Update Mitigated Risk	7	\$ 1,432	\$ 37	\$ 1,469
5.4	Review and Update Benefits of Potential Mitigation Measures	7	\$ 1,432	\$ 37	\$ 1,469
5.5	Review and Update Mitigation Measures	7	\$ 1,432	\$ 37	\$ 1,469
Task 6	Finalize RRA	19	\$ 4,456	\$ 129	\$ 4,585
6.1	Finalize RRA	17	\$ 3,820	\$ 114	\$ 3,934

Description		Total Hours	Total RH2 Labor	Total Expense	Total Cost
6.2	Facilitate City's Certification of RRA	2	\$ 636	\$ 16	\$ 652
Task 7	Emergency Response Plan Update	110	\$ 24,510	\$ 889	\$ 25,399
7.1	Conduct Existing ERP Gap Analysis	7	\$ 1,432	\$ 36	\$ 1,468
7.2	Identify Proposed Updates to the ERP	7	\$ 1,432	\$ 36	\$ 1,468
7.3	Facilitate Cascading and Regional Emergency and Response Workshops	24	\$ 5,856	\$ 314	\$ 6,170
7.4	Integrate Regulatory Updates	7	\$ 1,432	\$ 36	\$ 1,468
7.5	Prepare Initial Draft ERP	18	\$ 3,094	\$ 123	\$ 3,217
7.6	Facilitate ERP Training Workshop and Tabletop Exercise	32	\$ 7,808	\$ 241	\$ 8,049
7.7	Finalize ERP	13	\$ 2,820	\$ 89	\$ 2,909
7.8	Facilitate SWC's Certification of ERP	2	\$ 636	\$ 16	\$ 652
PROJECT TOTAL		325	\$ 72,479	\$ 2,521	\$ 75,000

EXHIBIT C
RH2 ENGINEERING, INC.
2026 SCHEDULE OF RATES AND CHARGES

RATE LIST	RATE	UNIT
Professional I	\$181	\$/hr
Professional II	\$200	\$/hr
Professional III	\$223	\$/hr
Professional IV	\$244	\$/hr
Professional V	\$262	\$/hr
Professional VI	\$281	\$/hr
Professional VII	\$307	\$/hr
Professional VIII	\$334	\$/hr
Professional IX	\$338	\$/hr
Technician I	\$141	\$/hr
Technician II	\$154	\$/hr
Technician III	\$174	\$/hr
Technician IV	\$189	\$/hr
Technician V	\$207	\$/hr
Technician VI	\$228	\$/hr
Technician VII	\$248	\$/hr
Technician VIII	\$260	\$/hr
Administrative I	\$95	\$/hr
Administrative II	\$110	\$/hr
Administrative III	\$132	\$/hr
Administrative IV	\$154	\$/hr
Administrative V	\$178	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Night Work	10.00%	% of Direct Labor
Mileage	\$0.7250	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.

City of Bonney Lake, Washington
Community Development Committee Agenda Bill (AB)

Agenda Bill Number:	AB26-23 -
Agenda Item Type:	Ordinance
Presenter:	Jason Sullivan, Public Services Director, Lauren Balisky, Development Services Manager
City Strategic Goal Category:	Growth Vision
Department/Division Submitting:	Public Services Staff
Impacted Departments That Received Notification:	None

Full Title/Motion: AB26-23 - An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Regarding Accessory Dwelling Units, Amending Section 18.22.090.C Of The Bonney Lake Municipal Code To Provide Standards And Procedures For The Legalization Of Unpermitted Accessory Dwelling Units; Providing For Severability And Corrections; And Establishing An Effective Date.

Short Background Summary:

PURPOSE

The purpose of this item is to brief the Community Development Committee on proposed updates to the enforcement regulations for Accessory Dwelling Units (ADUs). City staff is requesting review and comment on the draft Ordinance prior to moving forward with the Public Hearing.

DISCUSSION

City Council requested staff to bring forward an amendment to Bonney Lake Municipal Code (BLMC) 18.22.090 to provide alternative options for ADU enforcement, including allowing for residents to retain spaces that meet the definition of an ADU but who do not wish to complete the ADU permit process. This update:

- **BLMC 18.22.090.12.a:** Adds information on what is considered a legal, conforming ADU that is not subject to enforcement, based on the effective date of Ordinance 747, which is the original ordinance that adopted ADU regulations;
 - **BLMC 18.22.090.12.b:** Expands the options to:
 - Permitting the ADU, with construction permits for any unpermitted work;
 - Record a restrictive covenant that the space is not an ADU, with construction permits for any unpermitted work;
 - Removing the ADU, with a restrictive covenant, construction permits for any unpermitted work, and either:
-

- Removing the range in the kitchen; OR
- Removing the sink in the kitchen; OR
- Removing the plumbing in the bathroom.
- **BLMC 18.22.090.12.c:** Adds language limiting the use of a covenant to one use per lot and process for releasing the restrictive covenant.
- **BLMC 18.22.090.12.d:** Renumbered from BLMC 18.22.090.12.c.
- **BLMC 18.22.090.13:** Added language to allow for a restrictive covenant when the property owner proposes a space that meets the definition of an ADU and the owner does not desire to permit the space as an ADU.
- **BLMC 18.22.090.14:** Added language around how documents are recorded, consistent with other recording provisions associated with ADUs in BLMC 18.22.090 and in the water and sewer utility codes.

At its discussion on February 4, 2026, the Planning Commission recommended clarifying which components associated with a gas or electrical range needed to be removed.

CITY ATTORNEY REVIEW

Review of the draft ordinance by the City Attorney was completed on February 6, 2026.

PUBLIC COMMENT

The public will be notified and invited to provide comment, either in writing or in person as part of the public hearing.

DEPARTMENT OF COMMERCE COMMENTS

This draft ordinance will be routed to Commerce for review consistent with [Revised Code of Washington \(RCW\) 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](#).

TENTATIVE SCHEDULE

- ~~November 4, 2025 – City Council Open Council Discussion~~
- ~~November 18, 2025 – Community Development Committee (CDC) Discussion~~
- ~~November 18, 2025 – City Council Open Council Discussion~~
- ~~February 4, 2026 – Planning Commission Discussion~~
- February 17, 2026 - CDC Discussion
- April 1, 2026 - Planning Commission Public Hearing
- April 14, 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: 11/18/2025

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

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, REGARDING ACCESSORY DWELLING UNITS, AMENDING SECTION 18.22.090.C OF THE BONNEY LAKE MUNICIPAL CODE TO PROVIDE STANDARDS AND PROCEDURES FOR THE LEGALIZATION OF UNPERMITTED ACCESSORY DWELLING UNITS; PROVIDING FOR SEVERABILITY AND CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Washington State Growth Management Act (GMA) codified as Chapter 36.70A of the Revised Code of Washington (RCW) requires that the City of Bonney Lake adopts a local comprehensive plan; and

WHEREAS, RCW 36.70A.070(2)(d)(iv) requires cities to consider the role of accessory dwelling units in meeting housing needs as part of its comprehensive plan; and

WHEREAS, RCW 36.70A.040(3) requires cities to adopt development regulations that implement the comprehensive plan; and

WHEREAS, the City wishes to clarify the enforcement procedures for unpermitted accessory dwelling units; 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 April 1, 2026, as required by BLMC 14.140.080 and recommended that the City Council adopt the proposed amendments, with two minor modifications, as required by BLMC 14.140.100; and

WHEREAS, pursuant to RCW 36.70A.106, the City submitted this Ordinance to the Washington State Department of Commerce (Commerce); and

WHEREAS, the Commerce review period has elapsed and the Ordinance is ready for passage;

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

Section 1. Subsection 18.22.090.C of the Bonney Lake Municipal Code is hereby amended to read as follows:

18.22.090 Accessory Dwelling Units

... C. The creation of an ADU shall be subject to the following requirements, which shall not be subject to waiver or variance:

... 12. ~~Legalization of Nonconforming Unpermitted ADUs.~~

a. Any space meeting the definition of an ADU that can be demonstrated to have obtained the required permit(s), as specified below, shall be considered a legal, conforming ADU, and is not required to comply with this subsection:

i. The space was constructed under a valid building permit from the City, where the building permit application was complete on or prior to November 4, 1997; or

ii. The space was constructed under a valid ADU permit from the City, where the permit application was complete on or after ~~November 5, 1997;~~ or

iii. If the space was constructed prior to annexation by the City, under a valid permit from Pierce County.

b. Any space meeting the definition of an ADU that did not obtain the required permit(s), as specified above, is declared an unpermitted ADU. All owners of an ~~illegal unpermitted~~ ADU shall be required to comply with one of the following options as set forth in i – iii below:

i. a. ~~Legalize Permit the unit ADU. To permit the ADU, the owner must:~~

A. ~~Submit an An application to legalize an existing ADU shall include an application~~ Submit an application for an ADU permit, showing changes made to the primary dwelling unit or detached accessory building to accommodate the ADU. Approval shall be consistent with the ADU regulations and process outlined in this section. The ADU shall be reviewed using the current editions of building codes in place at the time its owner brings the unit forward for permit; and

B. Obtain building or other permit(s) for any unpermitted work; or

Commented [LB1]: Effective date of original ordinance requiring an ADU permit.

- ii. ~~b.~~ Record a restrictive covenant. This option shall only be used once per lot. The owner must:
 - A. Record a statement on the property title clarifying that the space within the primary dwelling unit or the detached accessory structure shall not be utilized as an ADU; and
 - B. Obtain building or other permit(s) for any unpermitted work; or
- iii. Remove the ~~illegal-unpermitted~~ ADU. The owner must:
 - A. Record ~~record~~ a statement on the property title clarifying the space within the primary dwelling unit or detached accessory structure shall not be utilized as an ADU; and
 - B. Obtain permits for any unpermitted work; and
 - C. Comply ~~comply~~ with one of the following requirements below so that the space no longer meets the definition of an ADU and is no longer considered an independent living space:
 - ~~i.~~ 1. Remove the range and cap the plumbing either cap the gas service or remove the electrical system associated with the range by removing the plug and associated outlet box within the kitchen and circuit breakers at the electrical panel so the ADU is not considered an independent living space.; or
 - 2. Remove the sink and cap the plumbing within the kitchen; or
 - ~~ii.~~ 3. Remove plumbing fixtures and cap the plumbing within the bathroom so the ADU is not considered an independent living space.
- c. A maximum of one restrictive covenant clarifying that a space shall not be utilized as an ADU is permitted per lot. The restrictive covenant shall be released from property title concurrent with recording of the covenant required under BLMC 18.22.090.B.3 when:
 - i. The space identified under the restrictive covenant is permitted as an ADU under this section; or
 - ii. A second space meeting the definition of an ADU is proposed. In this case, both the original space and the second space must comply with all applicable requirements for two ADUs and obtain an ADU permit for each ADU under this section.

Commented [LB2]: Split range and sink options into two.

ed. Nothing in this section shall require ~~that~~ the city to issue permits for or to allow existing ADUs that are determined to be dangerous pursuant to Chapter 15.04 BLMC.

13. Nothing in this section shall prevent the city from requiring an owner to record a statement on the property title clarifying that a space within the primary dwelling unit or detached structure shall not be utilized as an ADU associated with new construction, remodels, or additions, where the work under the permit otherwise meets the definition of an ADU and the owner does not want to use any portion of the subject primary dwelling unit or detached structure for an ADU.

14. Any covenant, agreement, or statement on the property title shall be recorded with the Pierce County auditor. The owner is responsible for recording the document with the Pierce County auditor and providing a conformed copy to the city. The form of the statement shall be specified by the director.

Commented [LB3]: Option for spaces that meet the definition of an ADU with new permit applications where the applicant does not want to fully permit the space as an ADU. Examples: Detached office with kitchenette and bathroom, downstairs kitchen with bathroom and bedroom(s).

Commented [LB4]: Clarification consistent with other recording provisions associated with ADUs.

Section 2. 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 3. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 4. 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 5. 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 ___ day of _____, 20__.

APPROVED by the Mayor this ___ day of _____, 20__.

Terry Carter, Mayor

AUTHENTICATED:

Sadie A. Schaneman, MMC, City Clerk

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

City of Bonney Lake, Washington
Community Development Committee Agenda Bill (AB)

Agenda Bill Number:

Agenda Item Type: None

Presenter: Brittany Rock, Councilmember

City Strategic Goal Category: Growth Vision
Economic Development Vision

Department/Division Submitting: Public Services Director

Impacted Departments That Received Notification: Public Services

Full Title/Motion: Reroof Permits

Short Background Summary:

Discussion on whether the City wants to remove the requirement for re-roof permits for residential structures. The Pierce County Code (PCC) currently exempts residential re-roof permits in certain cases. PCC 17C.30.040(11) provides:

The re-roofing of Group R, Division 3 One and Two-Family Dwellings and Group U, private garages, carports and accessory structures having a roof slope greater than two inches in 12 inches, when the total load of all roof coverings does not exceed seven and one-half pounds per square foot. This exemption does not apply to vegetated roofs. This exemption does not apply to the replacement of roof sheathing.
[\(<https://pierce.county.codes/PCC/17C.30.040>\)](https://pierce.county.codes/PCC/17C.30.040)

Adoption of a similar exemption within the City's code would not remove the requirement that re-roofs comply with the standards within the building code. It would remove the requirement that a permit is obtained from the City and that the work is inspected by the City for compliance with the building code.

Budget Explanation:

Committee, Board, Commission, & Hearing Examiner Review

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

Date of Committee/Commission/Examiner Meeting: 2/17/2026

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

City of Bonney Lake, Washington
Community Development Committee Agenda Bill (AB)

Agenda Bill Number:

Agenda Item Type: None

Presenter: Brittany Rock, Councilmember

City Strategic Goal Category: None

Department/Division Submitting: Public Services Director

Impacted Departments That Received Notification: Public Services

Full Title/Motion: Bulkhead Repair and Replacement

Short Background Summary:

Currently, the City's Shoreline Code allows bulkheads to be repaired or replaced without the same substantive standards required for new bulkheads. However, since the Shoreline Permitted Use matrix adopted in BLMC 16.50.020 listed shoreline stabilization as a shoreline conditional use, repair or maintenance of existing bulkheads are required to obtain a shoreline conditional use permit instead of the simpler and cheaper shoreline exemption. In order to streamline the shoreline permitting process, should the Shoreline Permitted Use Matrix be amended to list shoreline stabilization repair and maintenance, which would include bulkheads, as permitted use so that property owners can utilize the shoreline exemption process.

Budget Explanation:

Staff would engage consultant support to complete this task given current workloads. There are funds allocated in the budget for this support, so there would not need to be any additional budget authorization.

Committee, Board, Commission, & Hearing Examiner Review

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

Date of Committee/Commission/Examiner Meeting: 2/17/2026

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

City of Bonney Lake, Washington
Community Development Committee Agenda Bill (AB)

Agenda Bill Number:

Agenda Item Type: None

Presenter: Lauren Balisky, Development Services
Manager

City Strategic Goal Category: Growth Vision

Department/Division Submitting: Public Services Staff

**Impacted Departments That Received
Notification:** Public Services

Full Title/Motion: Annual Shoreline Letter

Short Background Summary:

Every other year, Development Services sends an informational brochure to property owners within 200 feet of Lake Tapps to provide general information on the shoreline permitting requirements. Attached is the draft brochure for 2026. Staff is requesting feedback from CDC on the draft brochure prior to sending it this spring.

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

About Shoreline Permits



Development Services | 21719 96th St E, Floor 2 | Buckley, WA 98321 | 253-447-4356 | planning@bonneylake.gov

DRAFT

Month Day, Year

To whom it may concern,

The City would like to remind all lakeside residents and property owners that any development within two hundred (200) feet of Lake Tapps requires approval from the City of Bonney Lake.

Why does the City of Bonney Lake regulate the shoreline?

Under Washington State law, reservoirs like Lake Tapps are considered a “shoreline” regulated under the Shoreline Management Act (RCW 90.58.030(2)). This means that the City is required to adopt a plan and regulations to allow for reasonable use and development of the shoreline while protecting public access and the environment. The area regulated under this plan is called the “shoreline jurisdiction”.

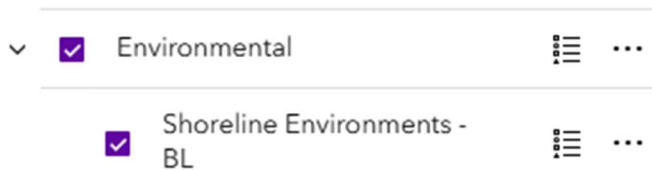
As the lake is prepared for use as a future drinking water supply, the City’s development regulations help protect and improve water quality by slowly improving development adjacent to the lake.

Where is the shoreline jurisdiction?

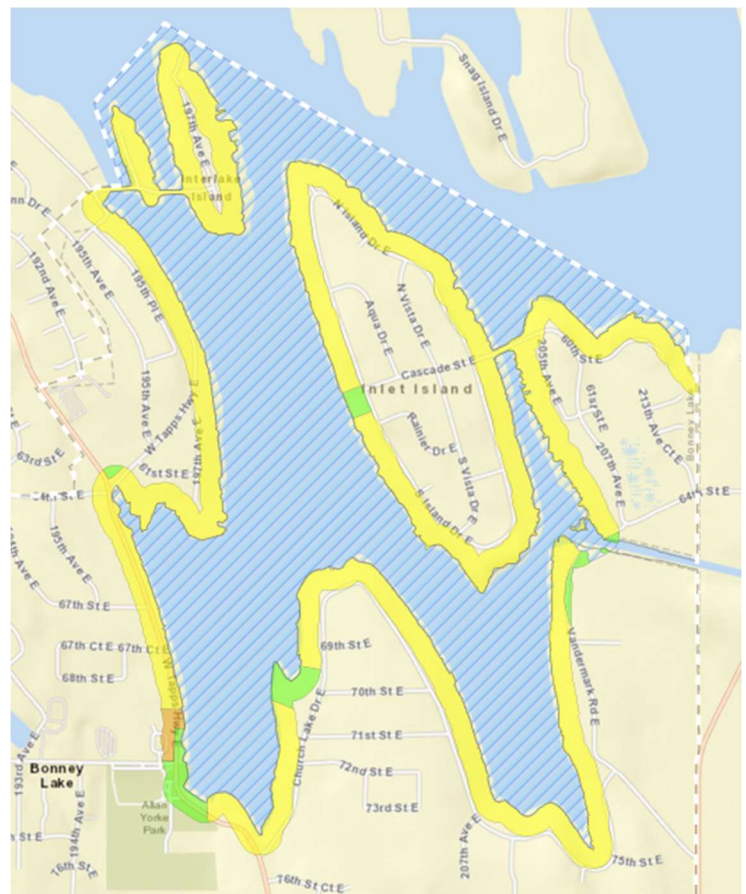
The shoreline jurisdiction is Lake Tapps itself, and the upland area within 200 feet of the Ordinary High Water Mark (OHWM). The location of the OHWM is specific to each property and determined as part of the development permit process.

The City has mapped the approximate location of the shoreline jurisdiction along Lake Tapps, shown in yellow (residential), orange (multi-family), and green (parks) in the map to the right.

To look at the approximate location for your property, please use our Public Map (<https://qrco.de/CBLGIS>). The shoreline information can be found under the “Environmental” Map Layer:



Approximate Boundary of the Shoreline Jurisdiction



About Shoreline Permits

What is development?

Under State and local law, common types of development include:

- Construction, alteration, repair, expansion, or replacement of buildings or structures, including:
 - Residential homes
 - Installation or replacement of external equipment, such as heat pumps, air conditioners, or generators
 - Sheds, gazebos, cabanas, boathouses, and retaining walls
 - Docks, including surfacing, piers, or piles
- Tree removal, fill, or removal of any sand, gravel, or other materials
- Repair or replacement of bulkheads, including stairs or walkways built into the bulkhead

A complete list of activities that are considered “development” can be found in Bonney Lake Municipal Code (BLMC) 16.36.030, Shoreline Code Definitions Adopted by Reference.

At a minimum, all development either needs a Shoreline Exemption or a Shoreline Substantial Development Permit before work can begin. Some actions will also require a Shoreline Variance, Shoreline Conditional Permit, or permits from State or Federal agencies. The property owner is responsible for obtaining all required permits before starting work.

Why do I need to get a Shoreline Exemption if it is “exempt”?

A Shoreline Exemption is an exemption from completing the full Shoreline Substantial Development Permit, not an exemption from needing a permit. It is a quicker administrative review process that allows staff to verify that the proposal still complies with the Shoreline Management Act, the City’s Shoreline Master Program, and the City’s development regulations.

What is the role of Cascade Water Alliance?

Cascade Water Alliance (CWA) owns Lake Tapps and some adjacent land. While CWA does not have the ability to approve any shoreline permits, they do have to authorize any work done on CWA property. CWA does this by requiring that each property owner obtain a Cascade Water Alliance License, which is an agreement between CWA and the property owners on how the property owners use CWA’s property.

Questions?

If you are unsure whether your project requires a permit or exemption, or want information on how to apply, please feel free to visit us at the Public Services Center or contact us at planning@bonneylake.gov or (253) 447-4356.

Sincerely, *City of Bonney Lake Development Services Team*