

City Council Meeting

March 3, 2026
6:00 PM



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

AGENDA

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

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

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

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

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

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

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

I. Call to Order

A. Pledge of Allegiance

B. Roll Call

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

C. Roll Call

Commissioner Grant Sulham, Commissioner Jessica Bennion, Commissioner Brad Doll, Commissioner Sara Hallstead, Commissioner Debbie Strous-Boyd, Commissioner Ernie Gilmer, and Commissioner Jeffery Wilkins.

D. Agenda Modifications

II. Planning Commission & Council Open Discussion

A. AB26-26 - Joint City Council-Planning Commission Meeting

**** End of Special Joint City Council & Planning Commission Meeting****

Followed by Regular Council Items.

III. Council Committee Reports

IV. Consent Agenda

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

remainder of the Consent Agenda items.)

- A. **Approval of Payroll:** February 1-15, 2026 For Checks #35401-35406 Including Direct Deposits and Electronic Transfers Totaling \$874,260.43. Voids: None.
- B. **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.
- 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.

V. **Full Council Issues**

- A. **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.
- B. **AB26-27** - A Motion of the City Council of the City of Bonney Lake, Pierce County, Washington, To Amend The 2025-2026 Planning Commission Work Plan Adopted Under Resolution 3263

VI. **Audience Comments**

Limited to 5 minutes for each speaker.

VII. **Council Open Discussion**

VIII. **Workshop Discussion Items**

- A. **Review of Minutes:** February 10, 2026, City Council Minutes and February 17, 2026, City Council Minutes.
- B. Reroof Permits
- C. A Motion of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing The Mayor to Sign The First Amendment To Lease Agreement Between City Of Bonney Lake And Goodroots Northwest
- D. Allen Yorke Paid Parking Update

IX. **Executive/Closed Session**

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

X. **Adjournment**

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

The City of Bonney Lake does not discriminate on the basis of disability, race, color, or national origin in its programs,

services, or activities. If you need language assistance, translation, or an auxiliary aid, service, or policy modification to fully participate, please [email the City Clerk's Office](#) or call at 253-862-8062 (TTY 711) at least 5 business days before the event; later requests will be honored when feasible.

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

Agenda Bill Number: AB26-26 -

Agenda Item Type: None

Presenter: Lauren Balisky, Development Services Manager, Grant Sulham, Commissioner Chair, Jason Sullivan, Public Services Director

City Strategic Goal Category: Growth Vision
Economic Development Vision
Parks Rec & Green Space Vision
Mobility Vision
Community Engagement Vision

Department/Division Submitting: Public Services Staff

Impacted Departments That Received Notification: None

Full Title/Motion: Joint City Council-Planning Commission Meeting

Short Background Summary:

PURPOSE

In 2010, the City Council adopted Resolution 2089, which requires that the City Council and Planning Commission hold a joint meeting within either the last or first two months of the year/biennium. Council adopted the Planning Commission 2025-2026 Work Plan under Resolution 3263 (see **Attachment A**) without a joint meeting, intending to hold the joint meeting as a joint public hearing on the 2024 Comprehensive Plan Periodic update. The purpose of this item is to:

1. Hold the joint City Council and Planning Commission meeting
2. Review accomplishments since the beginning of 2025
3. Review recommendations from the Planning Commission since the beginning of 2025
4. Review the current list of statutory and desired work items (see **Attachment B**)

Later in this meeting, City Council will be asked to prioritize the items based on feedback from Planning Commission, and update the 2025-2026 Planning Commission Work Plan by motion (see **AB26-27**).

Staff plans to prepare and present a work plan for the upcoming 2027-2028 biennium as part of the 2027-2028 Budget adoption process.

MAJOR ACCOMPLISHMENTS SINCE LAST JOINT MEETING

Planning Commission completed its review and made recommendations on the following major work items since the beginning of 2025:

- 2024 Comprehensive Plan Periodic Update (part of work plan)
- 2024 Periodic Update Development Regulations (part of work plan)
- 2024 Parks, Trails, Recreation & Open Space Plan (additional assignment)
- 2025 Safety Action Plan (additional assignment)
- Accessory Dwelling Unit Regulations (part of work plan)

ADDITIONAL RECOMMENDATIONS OF THE PLANNING COMMISSION

Under [BLMC 2.26.030.B](#), the Planning Commission may ask City Council to initiate action on certain matters, including special planning studies. Planning Commission made the following requests by motion:

- Develop a plan with equipment, funding, and a site design for Viking Dog Park with the assistance of Beautify Bonney Lake (October 1, 2025)

Budget Explanation:

Development Services has \$59,500 available for on-call services. This funding is used for:

- Planning services, including work on amendments to the Bonney Lake Municipal Code
- Third-party environmental and building permit review, when an application requires expertise not available on staff
- Third-party inspections, when inspectors are unavailable due to training or other unforeseen circumstances

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

RESOLUTION NO. 3263

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, ADOPTING THE 2025 – 2026 PLANNING COMMISSION WORK PLAN.

WHEREAS, the City Council adopted Resolution 2089 requiring the establishment and maintenance of a work plan for the Planning Commission to facilitate comprehensive planning and the development of land use regulation in the City; and

WHEREAS, the intention of Resolution 2089 is that the work plan is adopted during either the last two months of the previous biennium or the first two months of the new biennium; and

WHEREAS, the Planning Commission met on January 8, 2025, to review and discuss the proposed work plan for the 2025 – 2026 biennium; and

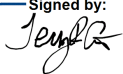
WHEREAS, the City Council met January 21, 2025, to review and discuss the proposed work plan for the 2025 – 2026 biennium.

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

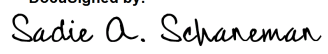
Section 1. 2025 – 2026 Work Plan Adopted. The 2025 – 2026 Planning Commission Work Plan, attached hereto as Attachment “A”, is hereby adopted.

Section 2. Changes to the Work Plan. Modifications to the Work Plan will be made consistent with the process provided in Resolution 2089, Section 4.

PASSED by the City Council this 28th day of January 2025.

Signed by:

339AD7C13E9E492...
Terry Carter, Mayor

AUTHENTICATED:

DocuSigned by:

975A05C52D704C6...
Sadie A. Schaneman, CMC, City Clerk

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

Agenda Item Type: Resolution	Agenda Bill Number & Ordinance/Resolution/Motion Number: AB25-04/R25-04	
Department/Division Submitting: Development Services	Presenter: Jason Sullivan, Public Services Director	City Strategic Goal Category: DON'T FILL OUT YET

Agenda Subject: Bonney Lake 2025 – 2026 Planning Commission Work Plan

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington Adopting The 2025 – 2026 Planning Commission Work Plan.

Administrative Recommendation: Approve

Short Background Summary (Use a memo to write a full history): On January 8, 2025, the Planning Commission reviewed the draft 2025 – 2026 Planning Commission Work Plan. There were no adjustments proposed. This Work Plan is forwarded without a joint Planning Commission – City Council meeting, in order to reserve the joint meeting for the Comprehensive Plan Public Hearing. The City has moved to only adopting a new Planning Commission Work Plan every two years. This was done to better coordinate budgetary requests needed to support the work plan with the adoption of the biennium budget and to be also more consistent with Resolution 2089. Resolution No. R25-04 will officially adopt the 2025 – 2026 Planning Commission Work Plan as required by Resolution Number 2089.

Attachments: Draft Resolution No. R25-04; Draft 2025 – 2026 Planning Commission Work Plan

BUDGET INFORMATION			
Budgeted Amount	Current Balance	Expenditure Amount Needed	Budgeted Balance Difference
Budget Explanation:			

COMMITTEE, BOARD & COMMISSION REVIEW					
Public Hearing Date:	Name Of Committee/Commission Public Hearing Was Done At:				
Date & Name Of Committee/ Commission Meeting	Return To Committee/ Commission/Board	Council Workshop Discussion	Consent Agenda	Council Full Issues	Chair’s Signature For Approval Of Next Steps
Date: 1/8/2025 Name: Planning Commission	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	GAF
Date: 1/21/2025 Name: CDC	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Yes	
Date: Name:	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	
Date: Name:	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	

Hearing Examiner Review:

COUNCIL ACTION	
Workshop Date(s): Meeting Date(s): 1/28/2025	Public Hearing Date(s): Tabled To:

APPROVALS		
Department Director: Jason Sullivan	Mayor: Terry Carter	Date Reviewed By City Attorney (if applicable):



Planning Commission Work Plan

January 2025 – December 2026

21719 96th St E
Buckley, WA 98321

p. (253) 447-4355
f. (253) 862-1116

planning@cobl.us
www.ci.bonney-lake.wa.us

Contents

I.	Introduction	3
II.	Role of the Planning Commission	3
III.	Work Plan	3
	Primary Tasks	4
	1. Comprehensive Plan Periodic Update.....	4
	2. Statutory Updates	4
	3. Construction Codes Update.....	5
	4. Annual Development Regulation Maintenance	5
	5. Midtown Countywide Growth Center (CWGC) Designation.....	5
	Advisory Tasks	6
	6. None Budgeted or Planned.....	6
IV.	Timeline	6

Introduction

The City recognizes that the adoption of the City’s Comprehensive Plan is the beginning of the planning process. The Comprehensive Plan contains an Implementation Element, which lists specific actions, such as updates to development regulations, that the City must take to carry out the plan. In addition to these items, the City must consider subsequent changes in state and federal law and make appropriate updates to its development regulations and permit processing procedures.

Role of the Planning Commission

The Planning Commission was established as an advisory body to the City Council and is responsible for providing advice and recommendations for Bonney Lake’s future growth (BLMC 2.26.020). Additionally, the Planning Commission is required to review and make recommendations to the City Council on:

- Amendments to the comprehensive plan, subarea plans, and development regulations;
- Special planning studies assigned to the Planning Commission;
- Planning fees, policies, and procedures; and
- Area-wide zoning changes, including zoning related to annexations (BLMC 14.20.020.A).

Work Plan

In 2010, the City Council adopted Resolution 2089, which requires adoption of a work plan for the Planning Commission within either the last or first two months of the year/biennium. It requires the work plan consider:

- Any statutory planning updates required by law;
- Priorities of the City Council;
- Desires of the Planning Commission;
- Available planning staff or consultant work hours, and the planning related projects; or
- Assignments contemplated by the Public Services Director or Mayor's Office.

The Planning Commission Work Plan is developed in concert with the Bonney Lake Planning Commission and the City Council, but may change in response to other legislative requirements, community requests, Council priorities, budget, staff constraints, or other emergency situations.

NOTE: This Work Plan may need to be revised after the adoption of the 2024 Comprehensive Plan, anticipated for completion in 2025.

Primary Tasks

1. *Comprehensive Plan Periodic Update*

The City is required to have a comprehensive plan under the Growth Management Act (GMA) – Chapter 36.70A RCW and is required to complete a periodic update to ensure compliance with changes to the GMA since the last periodic update in 2015. This update was due by December 31, 2024, pursuant to RCW 36.70A.130; however, was unable to be completed on time due to severe staffing shortages. The plan must also with the newly adopted PSRC Multi-County Planning Policies (MPPs) in VISION 2050 and the Countywide Planning Policies (CPPs) for Pierce County. The update will also involve some mandatory changes to the City’s development regulations related to changes in state law since the last periodic update.

2. *Statutory Updates*

The Washington State Legislature routinely updates state law to clarify the GMA and other related requirements. Based on their size, location, and local conditions, cities are required to adopt local changes to development regulations to comply with these updates.

Updates anticipated in 2025 – 2026 include, but are not limited to:

- a. Updating Title 14 BLMC, Development Code Administration, to clarify the requirements for public notices ([SHB 1105, 2024](#)), streamline permit processes ([SSSB 5290, 2023](#) and [ESHB 1293, 2023](#)).
- b. Updating Title 17 BLMC, Divisions of Land, to allow for a unit lot subdivision process ([ESSSB 5258, 2023](#)).
- c. Updating Title 18 BLMC, Zoning, to allow co-living housing ([ESHB 1998, 2024](#)), conversion of nonresidential buildings to residential units ([ESHB 1042, 2023](#)), update residential parking standards ([SSB 6015, 2024](#)), ensure design standards are objective ([ESHB 1293, 2023](#)), and remove barriers to Accessory Dwelling Unit (ADU) construction ([EHB 1337, 2023](#)).
- d. Updating Title 19 BLMC, Concurrency Management, to update impact fees ([ESSSB 5258, 2023](#)).

Certain changes, such as amendments related to accessory dwelling units, must be adopted by the end of June 2025. Failure to adopt changes by the deadline in the legislation will result in the state law superseding local law until the amendments can be completed.

3. Construction Codes Update

The State Building Code Council is tasked by the Washington State Legislature to update the construction codes on a regular cycle. Anticipated updates to Title 15 BLMC, Buildings and Construction, may include, but are not limited to:

- a. Updating sections numbers;
- b. Updating titles to appendices or other referenced documents to match the current construction codes;
- c. Clarifying exemptions;
- d. Clarifying permit procedures.

4. Annual Development Regulation Maintenance

As capacity allows, staff will complete an annual update to improve the clarity and effectiveness of the existing Development Code (Titles 14 through 19 of the Bonney Lake Municipal Code (BLMC)) and those portions of Title 12 and 13 BLMC that are related to development.

The goal of this process is to keep information current, address inconsistencies, correct minor errors, and improve confusing or ineffective provisions or standards. Proposed amendments included in the ordinance address issues that have been the subject of a code interpretation issued by the Director or those identified by staff, customers of the Public Services Department, the Planning Commission, the City Council, and/or the public. A list of the specific of the amendments will be prepared as part of the development of the amendments.

5. Midtown Countywide Growth Center (CWGC) Designation

Staff will prepare the application materials to have Midtown classified as a Countywide Growth Center by Pierce County. Given that the current area of Midtown is approximately 734 acres and the maximum size for a Countywide Center without transit is 160 acres, the City will need to identify a one or more smaller areas within Midtown to be designate as a Countywide Growth Center. The City's designated boundaries of Midtown would remain the same, but smaller identifiable Countywide Growth Centers would be designated within its boundaries. Staff will work with the Planning Commission and the City Council to identify these areas prior to submitting the application to Pierce County. This designation will help the City be more competitive for grant funding as additional points are given to infrastructure improvements that support Centers.

Advisory Tasks

The Development Services Division will also be working on the following items. As part of those efforts, the Development Services Division or City Council may also require support from the Planning Commission in an advisory capacity as provided for in BLMC 2.26.020 for the item(s) listed below:

6. *None Budgeted or Planned*

Timeline

Below is the overall timeline for the projects identified in the work plan. The items in italics are those items that may require Planning Commission input.

PROJECT	2025 Q1	2025 Q2	2025 Q3	2025 Q4	2026 Q1	2026 Q2	2026 Q3	2026 Q4
Comprehensive Plan Update								
Statutory Updates								
Construction Codes Update								
2025 Development Code Amendments								
2026 Development Code Amendments								
Midtown CWGC Designation								



Public Services Briefing Memorandum

Meeting Date: March 3, 2026

Memo Date: February 25, 2026

Staff Contact: Lauren Balisky – Development Services Manager

Prepared By: Lauren Balisky – Development Services Manager

Action Type: Discussion

Agenda Title: AB26-26 – Joint City Council and Planning Commission Meeting
2025-2026 Planning Commission Work Plan Amendment Discussion

PURPOSE

City Council has requested for a variety of ordinances to be completed. Many of these ordinances are for items reviewed by the Planning Commission. The purpose of this item is to review and prioritize the proposed work items with the Planning Commission. Later in the agenda, the Council will be asked to make a motion to update the 2025-2026 Planning Commission Work Plan based on this discussion. The current 2025-2026 Work Plan was adopted in January 2025 under Resolution 3263.

PROCESS

Under Resolution 2089, the Planning Commission work plan can be amended by a motion of the City Council after the Planning Commission has had an opportunity to review and comment on proposed changes to the work plan. Resolution 2089 requires that City Council consider:

- Planning-related projects or assignments contemplated by the Public Services Director or Mayor's Office;
- Available planning staff or consultant work hours;
- Any statutory planning updates required by law;
- Priorities of the City Council; and
- Desires of the Planning Commission.

BACKGROUND

The City recognizes that the adoption of the City's Comprehensive Plan is the beginning of the planning process. Specific actions, such as updates to development regulations, must be completed to carry out the plan. In addition to these items, the City must consider changes in state and federal

law and that result in needed updates to its development regulations and permit processing procedures.

The Planning Commission Work Plan is developed in concert with the Bonney Lake Planning Commission and the City Council, but may change in response to other legislative requirements, community requests, Council priorities, budget, staff constraints, or other emergency situations.

ROLE OF THE PLANNING COMMISSION

The Planning Commission was established as an advisory body to the City Council and is responsible for providing advice and recommendations for Bonney Lake’s future growth (see Bonney Lake Municipal Code (BLMC) Section 2.26.020) on:

- Amendments to the comprehensive plan, subarea plans, and development regulations (Titles 15 – 19 BLMC);
- Special planning studies assigned to the Planning Commission;
- Area-wide zoning changes, including zoning related to annexations (BLMC 14.20.020.A);
- Planning for city park, trail, and open space to include acquisition of land and development, design, and operation of these facilities and spaces; and
- City regulations adopted for the use of city parks, trails, and open space by the public (Chapter 12.12 BLMC).

The Planning Commission can request the City Council to initiate action on:

- Amendments to the comprehensive plan, subarea plans, and development regulations;
- Special planning studies assigned to the Planning Commission;
- Planning fees, policies, and procedures; and
- Area-wide zoning changes, including zoning related to annexations.

City Council may refer any proposed ordinance, resolution or other proposal to Planning Commission for its recommendation.

WORK PLAN CONSIDERATIONS

Current Major Projects or Assignments

Current projects or assignments contemplated by the Public Services Director or Mayor’s office that impact planning staff include:

1. Permit Review

Current Due Date: Ongoing

Description: In 2025, Development Services processed approximately 1,560 permits. This includes intake, review, issuance, inspections, and closeout. Of these, planning staff had a role in approximately 580 permits, or 37% of permits.

Estimated 2026 Staff Hours: 3,500 (Planning Staff; does not include time for general customer inquiries prior to an application)

2. Records Management Project

Current Due Date: December 31, 2026

Description: In 2025, Development Services had most remaining paper files scanned. Approximately 3,850 files (115,000 pages) were returned at the beginning of 2026. Staff need to prepare the physical files for destruction and relocate all digital files to the correct digital address files. This work is critical for completing permit review, ensuring files are available for emergency responders, and for responding to records requests.

Estimated 2026 Staff Hours: 1,000 (all Development Services Staff)

3. Forms and Checklist Updates for ADA Compliance

Current Due Date: March 31, 2027

Description: Development Services staff is actively working on updating all forms and checklists to be ADA-compliant in preparation for the permit system upgrade and US Department of Justice deadline. Any form that is not compliant after that date will be removed from the website and will be unavailable to customers until we can complete the update. Planning staff will have a primary or secondary role in updating approximately 45 of the remaining checklists and handouts.

Estimated 2026 Staff Hours: 675 (all Development Services Staff)

4. Eden Upgrade to Enterprise Permits & Licenses

Current Due Date: October 1, 2027

Description: Staff is currently working with IT to develop the work schedule for programming, testing, training, and implementing the new permit software system over the next 18 months. Tyler Technologies estimates that each permit type takes approximately 40 hours to program, not including. Planning staff will have a primary or secondary role in setting up approximately 70 permit types based on the existing permit schema. Some permit types may be able to be consolidated.

Estimated 2026 Staff Hours: 1,750 (Planning Staff)

Available Planning Staff or Consultant Hours

Development regulation updates are typically tasked to senior-level planning staff. Approximately 50 total hours are available for long-range planning work each month, or a total of 250 staff hours remaining for 2026. Additionally, Development Services has \$59,500 available for on-call planning and other permit services. This funding is also used for third-party review, when an application requires expertise not available on staff, and for third-party inspections, when inspectors are unavailable due to training or other unforeseen circumstances. The estimated number of consulting hours available for 2026 is approximately 175.

The total available planning staff and consultant hours is estimated at 425.

DEFERRED WORK ITEMS (DUE JULY 27, 2027)

- Administrative Lot Splits ([ESSHB 1096, Laws of 2025](#))
- Unit Lot Subdivisions ([ESSHB 5559, Laws of 2025](#))

POTENTIAL WORK ITEMS FOR AMENDED 2025-2026 WORK PLAN

The total number of planning staff and consultant hours needed for the work below is estimated to be at least 620, or at least 195 hours more than what is needed to complete mandatory and requested work. Council may either remove items from the list below, direct staff to bring forward a resolution to assign ending fund balance for desired work items, defer desired items, or a combination of the three.

- **Title 19 BLMC – Impact Fees Update (OVERDUE)**
 - **Description:** The City is required to update impact fees to be based on proportional impact of the development. Now that the capital improvement lists in the 2024 Comprehensive Plan are adopted, the City can now complete this work.
 - **Source:** Statutory ([ESSSB 5258, Laws 2023](#)), in existing 2025-2026 Work Plan
 - **Estimated Planning Work Hours: 60**
- **Chapter 15.04 BLMC – Construction Code Update (OVERDUE)**
 - **Description:** The City is required to enforce the state building code and to adopt the local minimum design requirements. The City did not complete a cleanup update related to the 2021 construction code cycle, causing inconsistency between the BLMC and 2021 construction codes. Staff anticipate that the 2024 codes will go into effect either November 2026 or May 2027. This update is necessary to align the BLMC with the work for the EP&L system, particularly for building permit processing procedures and consistency across the construction codes.
 - **Source:** Statutory ([Chapter 19.27 RCW](#)), in existing 2025-2026 Work Plan
 - **Estimated Planning Work Hours: 100+**

- **6-Year Capital Improvement Program (CIP) (REQUIRED)**
 - **Description:** The 6-Year Capital Improvement Program (CIP) is updated at least once every two years to ensure the City is budgeting for planned capital expenditures as part of its biennial budget process. The City is required to make capital budget decisions consistent with its adopted comprehensive plan and CIP. The City must adopt a new six-year CIP by the end of the year.
 - **Source:** Statutory ([RCW 36.70A.120](#))
 - **Estimated Planning Work Hours: 60**

- **Chapter 14.140 BLMC – Comprehensive Plan Amendment Cycle**
 - **Description:** Request by City Council to amend Chapter 14.140 BLMC to allow annual citizen-initiated amendments.
 - **Source:** City Council, under AB25-80 – Ordinance D25-80
 - **Estimated Planning Work Hours: 40**

- **Chapter 15.16 BLMC – Residential Fire Sprinklers**
 - **Description:** Request by City Council to amend Chapter 15.16 BLMC to remove the requirement for residential fire sprinklers.
 - **Source:** City Council, under AB25-80 – Ordinance D25-80
 - **Estimated Planning Work Hours: 40**

- **Chapter 14.110 BLMC – Add Administrative Variance Process**
 - **Description:** Request by the Mayor’s office to add an administrative variance process so that a full public hearing with the Hearing Examiner is not required for proposal with a minimal impact.
 - **Source:** Mayor’s Office
 - **Estimated Planning Work Hours: 40**

- **Chapter 16.50 BLMC – Allow Bulkhead Repair / Replacements in the Shoreline Jurisdiction to be Completed Under a Shoreline Exemption**
 - **Description:** The current shoreline use and modification matrix in [BLMC 16.50.020](#) requires a Shoreline Conditional Use Permit for any work related to a bulkhead. This update would allow for existing bulkheads to be repaired or replaced in the same configuration and the same location under a shoreline exemption.
 - **Source:** Mayor’s Office
 - **Estimated Planning Work Hours: 50 (Requires Department of Ecology approval)**

- **Solicitation on City Property**
 - **Description:** Request by the Mayor’s office to add language to prohibit individuals or groups from selling items or soliciting money in City parking lots, in front of

City facilities and/or in the public rights-of-way. This is currently prohibited in city parks under [Chapter 12.12 BLMC](#).

- **Source:** Mayor's Office
- **Estimated Planning Work Hours: 20**

- **Street Naming**
 - **Description:** Request by Councilmember Fullerton to add criteria for street naming, similar to [Chapter 12.10 BLMC](#). Staff recommends combining with this long-needed updates to the addressing standards to add procedures for assigning addresses, changing addresses, addressing for utilities, and numbering for multiple units on a site (residential, multi-family, and multi-tenant commercial structures).
 - **Source:** Councilmember Fullerton
 - **Estimated Planning Work Hours: 20 – 40**

- **Code Enforcement Title**
 - **Description:** Develop a new code enforcement title that provide clear procedures for code enforcement that reflects the current direction of City Council and that complies with due process rights for investigation, inspection, and enforcement.
 - **Source:** Staff
 - **Estimated Planning Work Hours: 100+**

- **Chapter 16.38 BLMC – Geological Hazard Areas**
 - **Description:** Update the geological hazard areas to focus requirements and the need for review on the areas of the City with the most significant hazard, and eliminate the need to complete review for small, isolated hazards (as identified under the current BLMC).
 - **Source:** Staff
 - **Estimated Planning Work Hours: 80+**

- **15.04.082 BLMC – Remove Residential Sheetrock Requirement**
 - **Description:** The City currently requires two layers of sheetrock in garages for new single-family homes. This is a local amendment and is not required in the Washington State version of the International Residential Code.
 - **Source:** Public Services Director
 - **Estimated Planning Work Hours: 10**

- **15.04.082 BLMC – Remove Accessory Structure Exemption Amendment**
 - **Description:** The current building code allows accessory structures up to 200 square feet to be constructed without a building permit. The City's current code is more restrictive and requires a building permit for any residential accessory structure over 120 square feet. All accessory structures associated with multifamily

or commercial development are required to have a building permit. This amendment would update the list of exemptions for residential properties to revert to the standard permit exemption for accessory structures of 200 square feet.

- **Source:** Public Services Director
- **Estimated Planning Work Hours: 10**

City of Bonney Lake, Washington
City Council 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: Add to consent agenda for March 3, 2026, City Council meeting.

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 Tern 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
City Council 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: 2/17/2026

Committee/Commission/Examiner Meeting Decision:

Date of Council Workshop	Council Action Date of Council Meeting	Date of Council Public Hearing
	3/3/2026	

**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

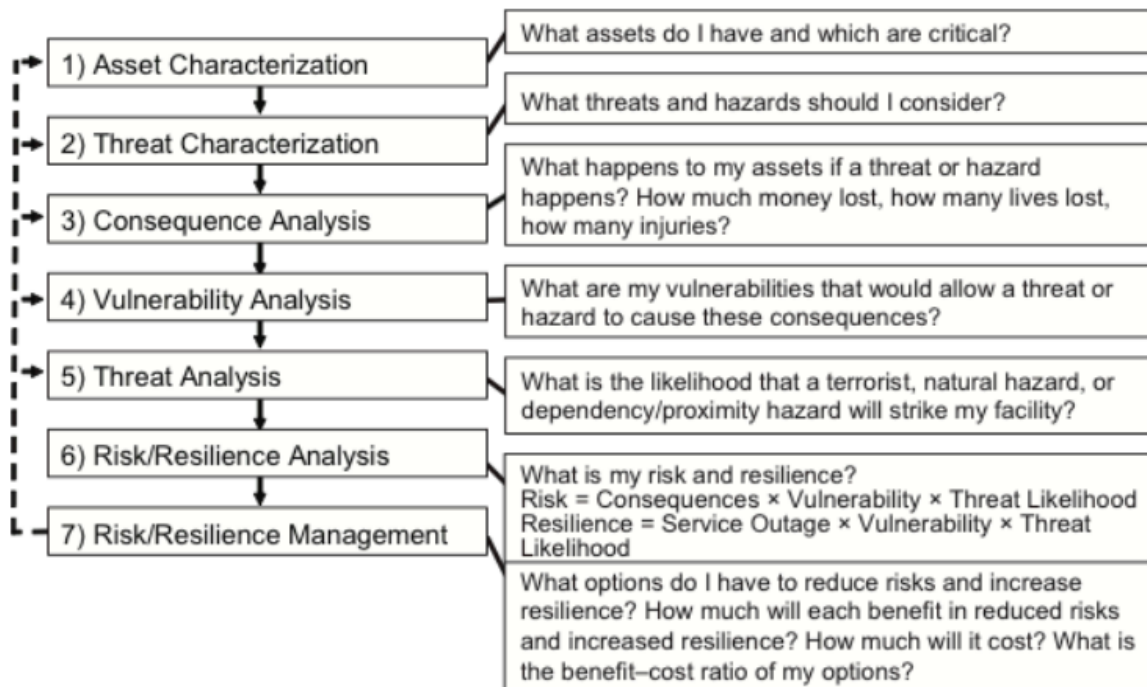
The RRA update will include an assessment of the water system assets and an all-hazard approach to threats, including the following:

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
City Council 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

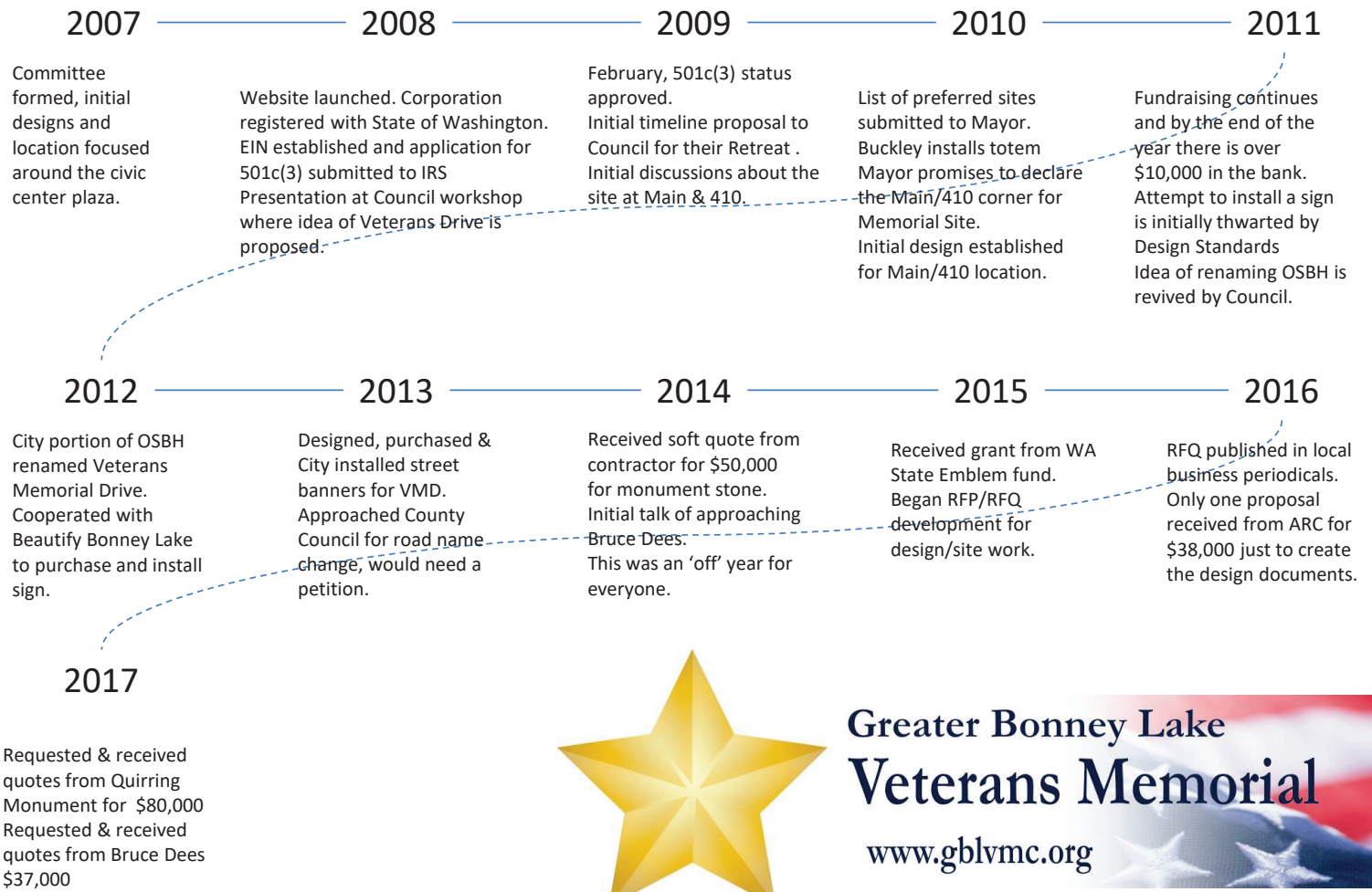
Date : February 4, 2026
To : Mayor and City Council
From : Grant Sulham, Planning Commission Chair
Re : **Resolution R26-18**

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

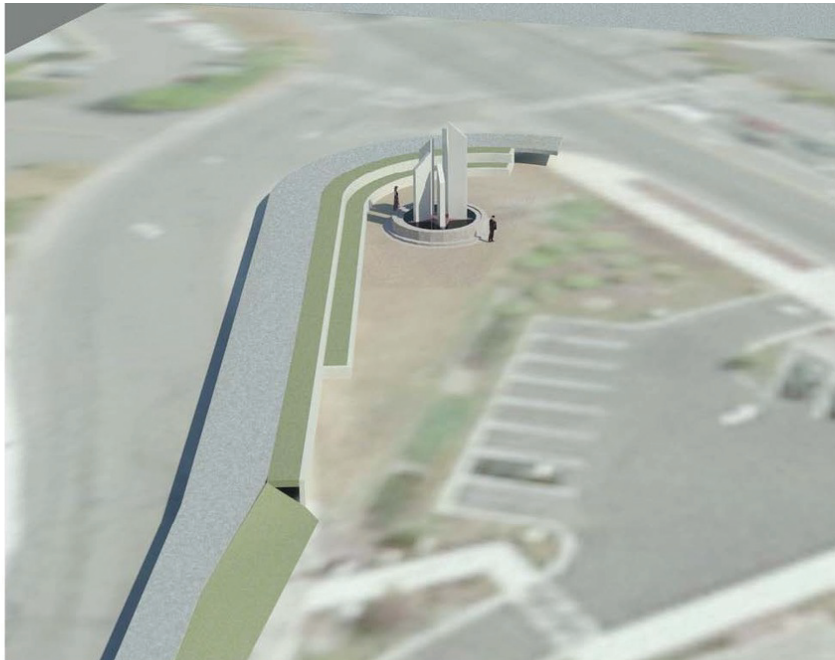


**GREATER BONNEY LAKE VETERANS MEMORIAL COMMITTEE
VETERANS MEMORIAL
EXHIBIT 'C'
EXISTING MONUMENT DESIGN
MAY 4, 2017**



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

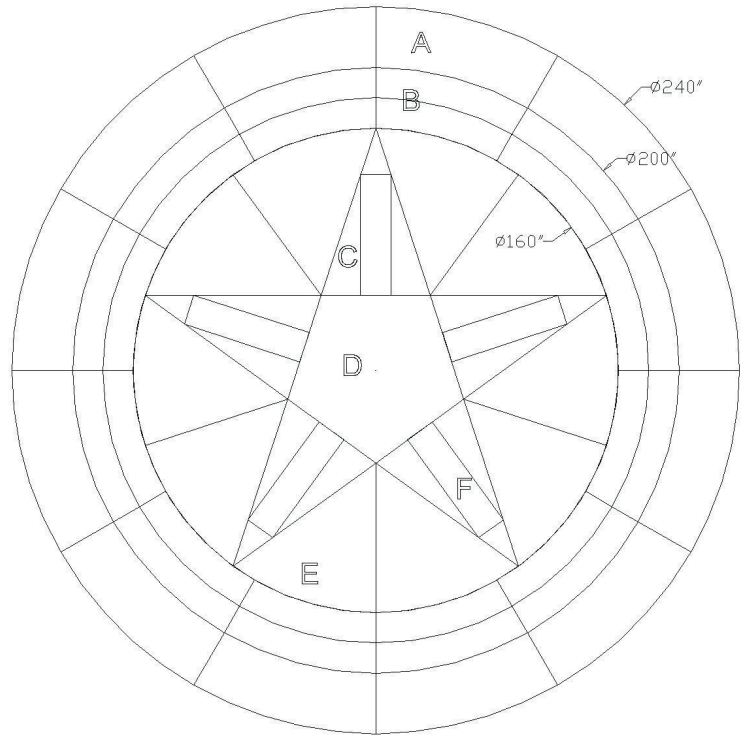
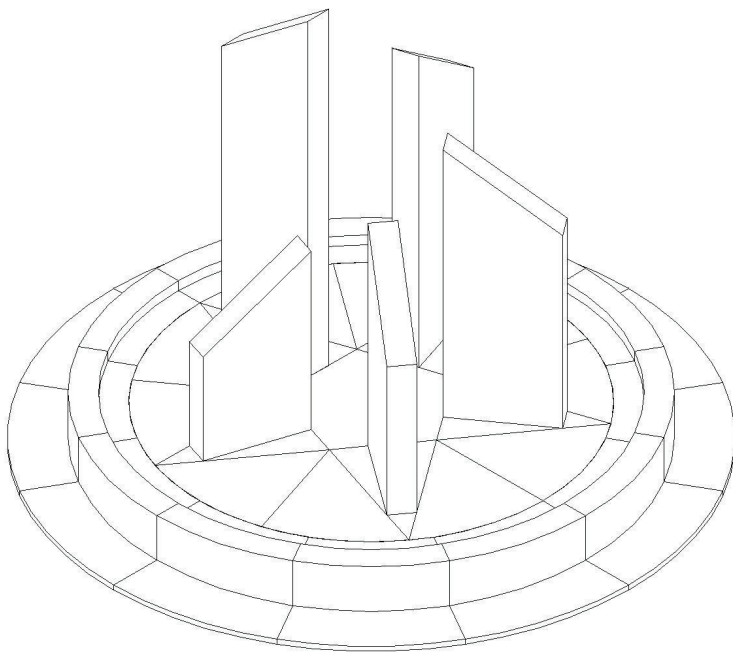
Does not include site prep, concrete foundations/footings or landscaping

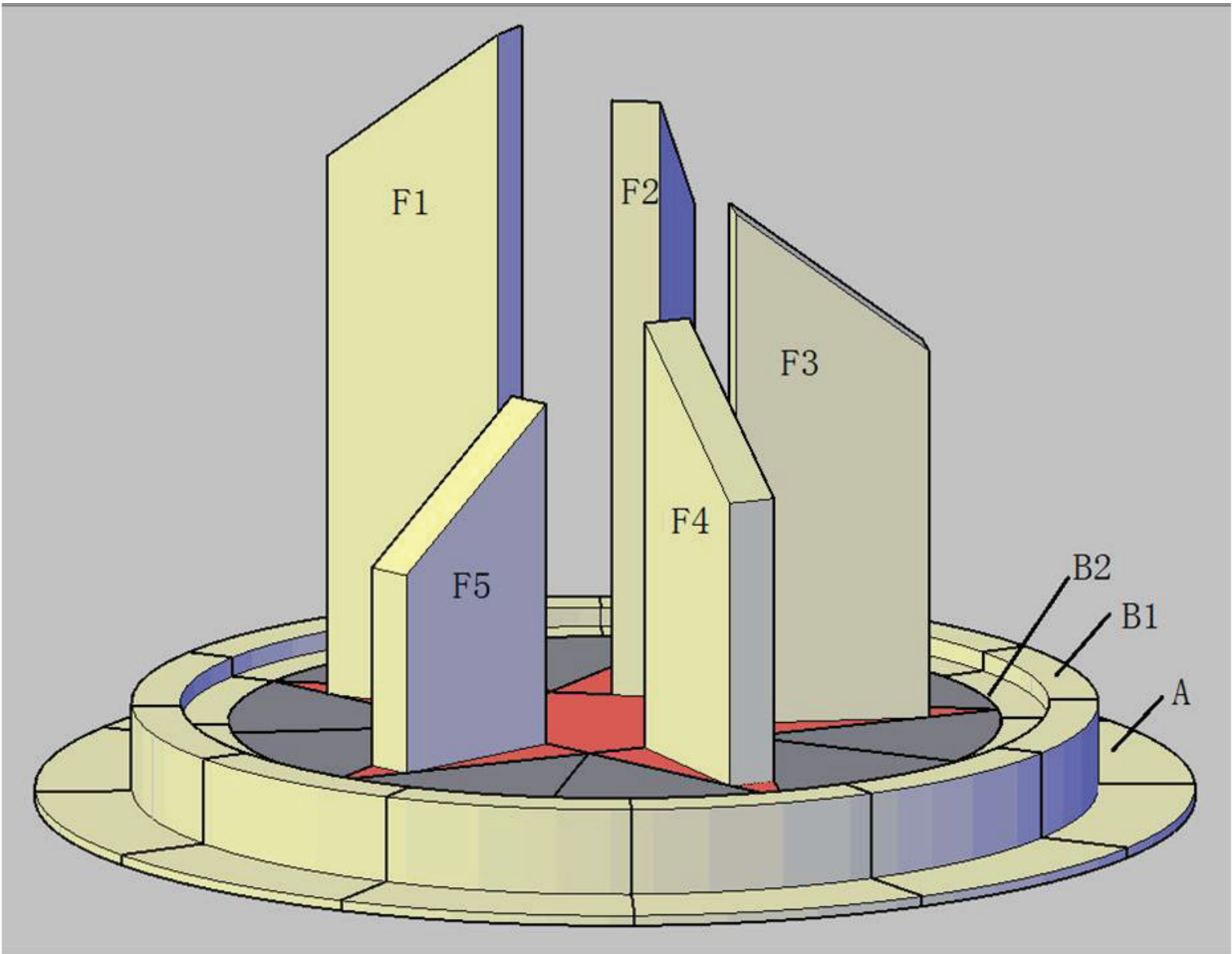
Does not include drilling for electrical or water

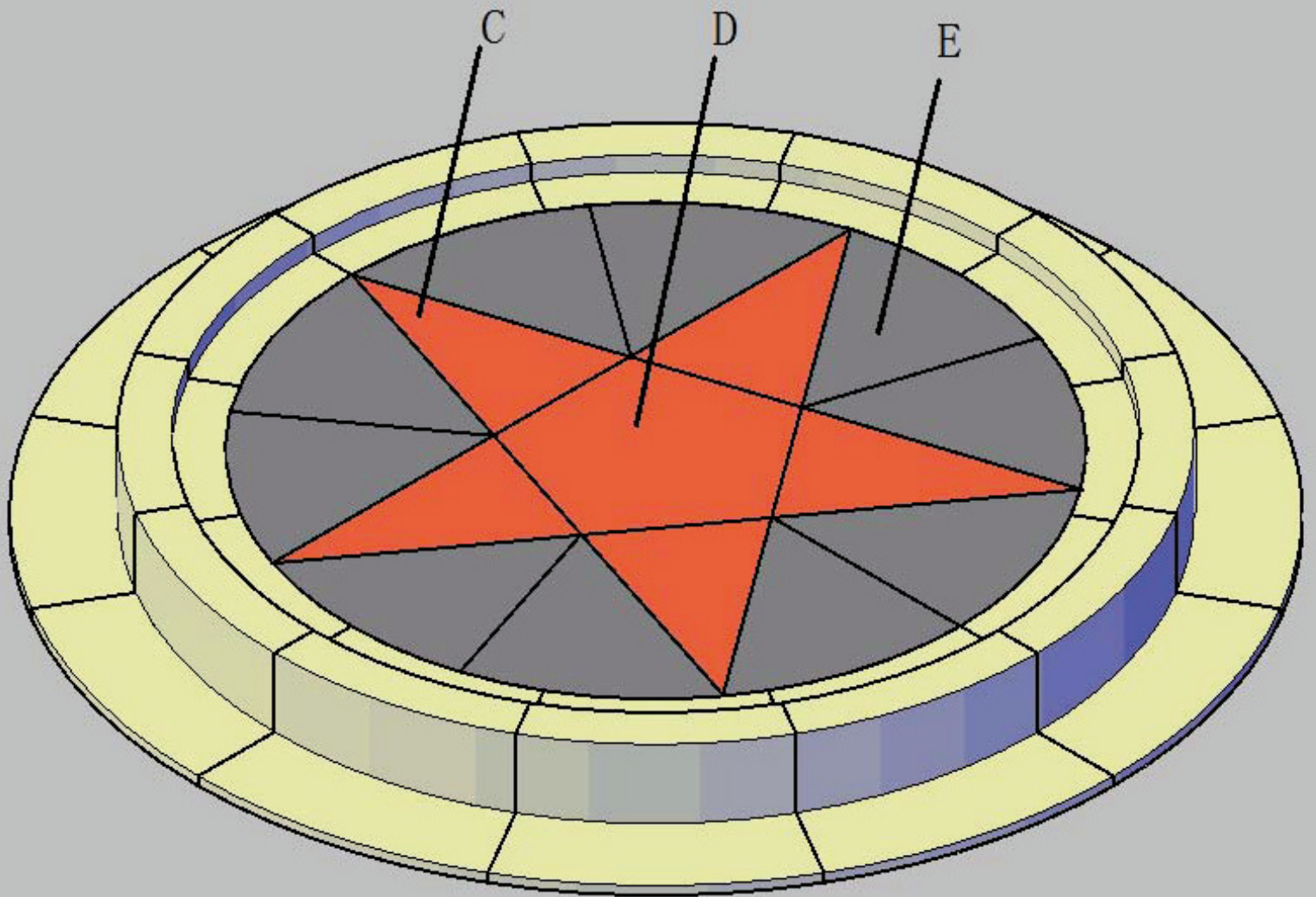
Does not include engraving

M78-25-1/1

BONNEY LAKE







DOWNTOWN PARK

Site Improvement Options

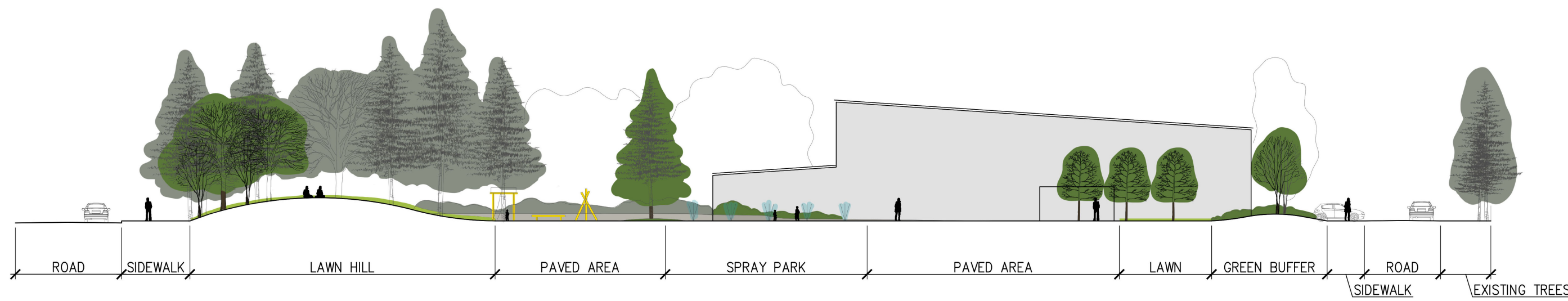
Downtown Park will be located within a collection of City-owned parcels immediately north of the Justice & Municipal Center that is located at 90th St E. This central location makes the park highly accessible for residents, linking existing and new community resources to create a critical mass of supported 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
City Council Agenda Bill (AB)

Agenda Bill Number:	AB26-27 -
Agenda Item Type:	Motion
Presenter:	Lauren Balisky, Development Services Manager, Jason Sullivan, Public Services Director
City Strategic Goal Category:	Growth Vision Economic Development Vision Parks Rec & Green Space Vision Mobility Vision Community Engagement Vision
Department/Division Submitting:	Public Services Staff
Impacted Departments That Received Notification:	None

Full Title/Motion: A Motion of the City Council of the City of Bonney Lake, Pierce County, Washington, To Amend The 2025-2026 Planning Commission Work Plan Adopted Under Resolution 3263

Short Background Summary:

PURPOSE

Under Resolution 2089, the work plan may be amended by a City Council motion after the Planning Commission has had an opportunity to review and comment on proposed changes. The purpose of this item is to pass a motion to update the 2025-2026 Planning Commission Work Plan, adopted under Resolution 3263.

POTENTIAL WORK ITEMS

An abbreviated list of potential work items is below, in the order presented at the joint City Council-Planning Commission meeting. For full descriptions, please see AB26-26 in this packet (Item II.A).

- Title 19 BLMC – Impact Fees Update
 - Chapter 15.04 BLMC – Construction Code Update
 - 6-Year Capital Improvement Program (CIP)
 - Chapter 14.140 BLMC – Comprehensive Plan Amendment Cycle
 - Chapter 15.16 BLMC – Residential Fire Sprinklers
 - Chapter 14.110 BLMC – Add Administrative Variance Process
 - Chapter 16.50 BLMC – Allow Bulkhead Repair / Replacements in the Shoreline Jurisdiction to be Completed Under a Shoreline Exemption
-

- Solicitation on City Property
- Street Naming
- Code Enforcement Title
- Chapter 16.38 BLMC – Geological Hazard Areas
- 15.04.082 BLMC – Remove Residential Sheetrock Requirement
- 15.04.082 BLMC – Remove Accessory Structure Exemption Amendment

SUGGESTED MOTION

I move to amend the 2025-2026 Planning Commission Work Plan adopted under Resolution 3263 to:

- Remove the Comprehensive Plan Update
- Remove the items from the Statutory Update items completed deferred under AB25-80 – Ordinance D25-80
- Remove the Annual Development Regulation Maintenance
- Remove the Midtown Countywide Growth Center (CWGC) Designation
- *[add items discussed by City Council and Planning Commission, in priority order]*

NOTE: This recommended motion retains the impact fee and construction code updates. Staff recommends including mandatory items, such as the 6-Year CIP, and the code enforcement title amendment.

Budget Explanation:

Committee, Board, Commission, & Hearing Examiner Review

Name Of Committee/Commission/Examiner Meeting:

Date of Committee/Commission/Examiner Meeting:

Date of Committee/Commission Public Hearing:

Committee/Commission/Examiner Meeting Decision:

Council Action

Date of Council Workshop

Date of Council Meeting

Date of Council Public Hearing

City Council Meeting

**February 10, 2026
6:00 PM**



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

Minutes

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

I. Call to Order

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

A. Pledge of Allegiance

Mayor Carter led the audience in the Pledge of Allegiance.

B. Roll Call

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

Staff members in attendance at the physical location were City Administrator John P. Vodopich, Police Chief Mark Berry, Administrative Services Director Chuck McEwen, Public Services Director Jason Sullivan, City Clerk Sadie Schaneman, and Administrative Specialist II Debbie McDonald.

Staff member in virtual attendance was Chief Finance Officer Cherie Reiersen.

C. Agenda Modifications

None.

II. Council Committee Reports

Councilmember Baldwin reported the Public Safety Committee met in person and virtually today at 3:45 p.m. The Committee discussed East Pierce Fire & Rescue Report, January 2026 Public Safety Report, Quarter4 Code Enforcement Report and Emergency Management Report. Judge Berry introduced herself to the Committee. Open Discussion was on upcoming state legislation, including a bill on electronic bikes.

Deputy Mayor Swatman reported the Finance Committee met in person and virtually today at 5:00 p.m. The Committee discussed HR Staffing update, a resolution for rate adjustment for Murrey's Disposal and a motion to approve the purchase of two satellites from OneWeb Satellite Systems..

III. Consent Agenda

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

Motion 7-0.

- A. **Approval of Payroll:** January 16-31, 2026 For Checks #35389-35400 Including Direct Deposits And Electronic Transfers Totaling \$991,028.82. **Voids:** None.
- B. **Approval of Accounts Payable and Utility Refund**
Checks/Vouchers: 01/13/2026 For Checks/Vouchers #100595 To #100757, And Wire Transfers #20251209, #20251211, #2025121701, #2025112001, #2025120201, #20251218, #50009564, #2025121501, And #2025121801 In The Amount Of \$1,824,142.37. 02/03/2026 For Checks/Vouchers #100758 to #100862, And Wire Transfers #20251222, #20251231, #20260102, #20260109, #50430461, #50432973, #2025123102, 2025123103, #2026011301, and #2026012001 In The Amount Of \$1,064,250.31 **Voids:** Ck# 100603 – Replaced With Ck# 100767.
- C. **Approval of Council Minutes:** January 13, 2026, City Council Meeting And January 20, 2026, City Council Meeting.

IV. Full Council Issues

- A. **AB26-17** - An Ordinance Of The City Of Bonney Lake, Pierce County, Washington, Amending Bonney Lake Municipal Code (BLMC) Section 10.22.070 Relating To Personal Watercraft Regulations; Correcting A Scrivener’s Error In The Penalty Subsection; Clarifying Wake Related Operating Standards To Be Consistent With Other Watercraft Regulations In BLMC Chapter 10.22; Providing For Severability And Corrections; And Establishing An Effective Date. Introduced by Chief of Police Berry, who gave an overview of the amendments to the Bonney Lake Municipal Code that references watercraft.

The Council discussed and shared their concerns, including:

- Wakes being created even while going slow.
- Fund account will the project be under.

Deputy Mayor Swatman moved to approve AB26-17. Councilmember Hubler seconded the motion.

Motion 7 – 0 .

V. Public Hearings

None.

VI. Correspondence

None.

VII. Audience Comments

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

Todd Dayle with Patera in Tehaleh wanted to thank the East Pierce Fire and Rescue for all their Community Outreach.

Dan Decker, thanked Councilmember Davis and Councilmember Rock for what they did at the last meeting. Provided information on the Pledge of Allegence.

VIII. Council Open Discussion

Councilmember Baldwin:

Apology: Wanted to take the time to apologize to staff, especially Chief Finance Officer Reiersen and to her Council members for the way she acted at the last Council meeting.

Councilmember Fullerton:

Senior Center: Discussed what the seniors will do when the Senior Center is closed for remodeling. The Council discussed and shared their concerns, including:

- School District
- The old food bank spot.
- Splitting the location.
- Calvary Church

Councilmember Davis:

Community For Family Coalition: Attended the last meeting, the Mayor of Sumner had a presentation, learned there are 258 homeless kids attending school. There are 58 students that are homeless without an adult. Families are still recovering from the flood and they have a need for shoes. Pierce County offers free mental health for children. The next meeting will be March 5, 2026.

Councilmember McClimans:

Murray's Disposal Rate Adjustment: Would like to understand the reasoning for the increase. Council discussed and shared their concerns, including:

- How much is the increase?
- Length of contract.
- Carbon tax.
- Council approval.
- Is the increased capped

Councilmember Rock:

Power Pole: There is a power pole down across from Allan Yorke Park. Public Service

Director Sullivan will give Puget Sound Energy a call.

IX. Workshop Discussion Items

- A. **Review of Minutes:** February 03, 2026 City Council Minutes
The draft minutes were forwarded to the February 17, 2026, Meeting for approval.

X. Executive/Closed Session

None.

XI. Adjournment

At 6:47 p.m. the Meeting was adjourned by Mayor Carter with the common consent of the City Council.

Sadie A. Schaneman, MMC, City Clerk

Terry Carter, Mayor

Items presented to Council at the February 10, 2026, Meeting for the record: None.

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

City Council Meeting

**February 17, 2026
6:00 PM**



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

Minutes

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

I. Call to Order

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

A. Pledge of Allegiance

Deputy Mayor Swatman led the audience in the Pledge of Allegiance.

- B. Roll Call** City Clerk Sadie Schaneman noted for the record that Mayor Carter was not in attendance. In addition to elected officials attending were Deputy Mayor Dan Swatman, Councilmember Aaron Davis, Councilmember Kerri Hubler, Councilmember Brittany Rock. Councilmember Hubler was in virtual attendance. Councilmembers Angela Baldwin, Gwendolyn Fullerton and J. Kelly McClimans were not in attendance.

Councilmember Davis moved to Excuse. Councilmember Rock seconded the motion.

Motion approved 4 – 0.

Staff members in attendance at the physical location were City Administrator John P. Vodopich, Police Chief Mark Berry, Chief Finance Officer Cherie Reiersen, Administrative Services Director Chuck McEwen, Public Services Director Jason Sullivan, Assistant to City Administrator Leslie Harris, City Engineer Ken Gill, and City Clerk Sadie Schaneman.

C. Agenda Modifications

None.

D. Presentations

1. Arts Commission Annual Presentation
Erin Olds gave a presentation on the Arts Commission regarding past projects and their goals for future projects within the city.

II. Council Committee Reports

Councilmember Rock reported the Community Development Committee met in person and virtually today. The Committee discussed moved to a future Council meeting AB26-

16, AB26-18, AB26-20, and AB26-23 and approved their minutes.

III. Consent Agenda

**Councilmember Rock moved to Adopt . Councilmember Davis seconded the motion.
Motion approved 4 – 0.**

- A. **Approval of Minutes:** February 03, 2026, City Council Meeting Minutes
- B. **AB26-25 -** A Motion of the City Council of the City of Bonney Lake, Pierce County, Washington, To Approve A Quote For Installation Of Two (2) OneWeb Satellite Systems At Public Safety And Victor Falls Pump House.
There was Council consensus to place the item for action on the next Council agenda under the Consent Agenda.

IV. Full Council Issues

- A. **AB26-24 -** A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Approving the Application for Rate Adjustment to Reflect Unforeseen Costs Requested by Murrey's Disposal Company, Inc.
Councilmember Davis moved to Motion to Discuss. Councilmember Rock seconded the motion.

Introduced by [Who] who gave an overview of [What]. The [Council, Committee, Commission] discussed and shared their concerns, including:

- **Agreement already gives Murrey's the right to increase for CPI**
- **Cost increase for the residents**

Motion approved 4 – 0.

V. Public Hearings

None.

VI. Correspondence

None.

VII. Audience Comments

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

Dan Decker, spoke about Councilmembers being absent and the reasons for their absence.

VIII. Council Open Discussion

Kelley Farm Water Bill / Vandalisim.

Introduced by Councilmember Rock. The Council discussed and shared their concerns, including:

- Unincorporated Pierce County
- Does not qualify

IX. Workshop Discussion Items

A. Moving Park Board And Tree Board to Council.

Introduced by Deputy Mayor Swatman who discussed having the City Council become the board and handle any decisions.

The Council discussed and shared their concerns, including:

- Public Attendance
- Having more options for the public to comment
- Leave with Planning Commission

X. Executive/Closed Session

None.

XI. Adjournment

At 6:44 p.m. the Meeting was adjourned by Deputy Mayor Swatman with the common consent of the City Council.

Sadie A. Schaneman, MMC, City Clerk

Dan Swatman, Deputy Mayor

Items presented to Council at the February 17, 2026, Meeting for the record: None

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

City Council Meeting

February 3, 2026

6:00 PM

Minutes



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

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

I. Call to Order

A. Pledge of Allegiance

Mayor Carter led the audience in the Pledge of Allegiance.

B. Roll Call

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

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

Staff members in virtual attendance were Assistant to City Administrator Leslie Harris.

C. Agenda Modifications

None.

II. Council Committee Reports

Councilmember Fullerton reported the Community Development Committee did not meet and was replaced by a Joint Advisory Committee (JAC) session, where they went over their 2025 review. Key topics included the digester cleaners, pre-treatment delegation, personnel updates, 2025 flood response, and exploring AI for future program development.

Councilmember Hubler: Shared highlights from the Bonney Lake High School Youth Forum, noting the students' enthusiasm for providing feedback on local government and their desire to impact the community.

III. Consent Agenda

Councilmember Baldwin moved to Approve the Consent Agenda. Councilmember Fullerton seconded the motion.

Motion approved 7 – 0.

- A. **Approval of Minutes:** November 25, 2025, City Council Meeting, December 2, 2025, City Council Workshop, December 9, 2025, City Council Meeting, December 16, 2025, City Council Workshop, and January 6, 2026, City Council Workshop.
- B. **Approval of Accounts Payable and Utility Refund Checks/Vouchers:** None.
- C. **Approval of Payroll:** January 1–15, 2026 For Checks #35347-35388 Including Direct Deposits And Electronic Transfers Totaling \$959,740.46. **Voids:** None.
- D. **AB26-19** - An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Granting A Non-Exclusive Telecommunications Franchise In, Across, Over, Along, Under, Through And Below The Public Rights-Of-Way Of The City Of Bonney Lake To Ezee Fiber Texas, LLC, Providing For Severability And Corrections; Requiring Acceptance By The Franchisee Within 30 Days; And Establishing An Effective Date.
- E. **AB26-15** - An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Granting A Non-Exclusive Telecommunications Franchise In, Across, Over, Along, Under, Through And Below The Public Rights-Of-Way Of The City Of Bonney Lake To Forged Fiber 37, LLC, A Delaware Limited Liability Company, And Wholly Owned Subsidiary Of AT&T, Inc.; Providing For Severability And Corrections; Requiring Acceptance By The Franchisee Within 30 Days; And Establishing An Effective Date.

IV. Full Council Issues

None.

V. Audience Comments

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

Dan Decker, Provided an update regarding the details of his ongoing court proceedings.

Jennifer Jones, Requested clarification from the Police Department regarding their procedural interactions with Federal Immigration Authorities.

VI. Council Open Discussion

Councilmember, Baldwin:

Buoy Agenda Bill: Discussed the delay of the buoy agenda bill and inquired about budget discrepancies. Chief Financial Officer Reierson clarified that the items lacked formal Council authorization for the General Fund, but confirmed the issue is being rectified.

Legislative Videos & Ad Hoc Committee: Proposed creating public-facing videos to highlight legislative priorities and suggested forming an ad hoc committee for this purpose. The Council reached a consensus to produce the videos in rotating groups of three members, allowing each to speak on the specific topics they are most passionate about. In response to Council inquiries regarding further requirements, Assistant to City Administrator Harris advised that the primary remaining task is to establish the schedule.

Councilmember Fullerton:

Point of Order & Council-Staff Relations: Raised a point of order reminding the Council of their previous vote to follow Robert's Rules of Order, specifically the requirement to address the Mayor to set a professional tone. Emphasized that while Council must be direct when seeking information on the budget, Public Works, etc., conversations must remain professional to ensure staff do not feel pressured or directed. It was noted that the Council's role is to create laws and ordinances, not to manage staff, and that improving the "unapproachable" disconnect between the two groups requires listening to staff expertise rather than attacking the speaker.

Deputy Mayor Swatman:

AWC City Action Days: Commended the strong attendance of the Council and the Mayor at the recent AWC City Action Days.

Parks Board Inquiry: Inquired about the necessity of a dedicated Parks Board. Public Services Director Sullivan explained that previous boards, such as the parks, were consolidated into the current Planning Commission.

VII. Workshop Discussion Items

- A. **Review of Council Minutes:** January 13, 2026, City Council Meeting And January 20, 2026, City Council Meeting.
The draft minutes were forwarded to the 02/10/2026 Meeting for approval.

VIII. Executive/Closed Session

None.

IX. Adjournment

At 6:48 p.m. the Meeting was adjourned by Mayor Carter with the common consent of the City Council.

Sadie A. Schaneman, MMC, City Clerk

Terry Carter, Mayor

Items presented to Council at the February 03, 2026, Meeting for the record: None

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

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

Agenda Bill Number:

Agenda Item Type:

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:

PURPOSE

Discussion on whether the City wants to direct staff to prepare an ordinance to remove the requirement for re-roof permits for residential structures.

BACKGROUND

At its meeting on February 17, 2026, the Community Development Committee directed staff to bring this item to full council for discussion.

DISCUSSION

Staff checked the websites or called each city in Pierce County to determine which cities and towns in Pierce County require a residential reproof permit. All cities and towns that require a re-roof permit are listed below:

- Buckley
 - Carbonado
 - DuPont
 - Eatonville
 - Edgewood
 - Fife
 - Fircrest
 - Gig Harbor
 - Lakewood
 - Orting
 - Puyallup
 - Roy
-

- Ruston
- South Prairie
- Steilacoom
- Sumner
- Tacoma (has a partial exemption in [Tacoma Municipal Code 2.02.520](#))
- University Place
- Wilkeson

PIERCE COUNTY CODE

The Pierce County Code (PCC) adopted a partial exemption in 2004 for residential reroofs that meet the criteria in [PCC 17C.30.040\(11\)](#):

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.

ORDINANCE PROCESS

Adoption of an exemption in the City's code would not remove the requirement that re-roofs comply with the standards in 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.

Under [RCW 19.27.060\(1\)\(a\)](#), any amendment to local building codes that affects single-family residential buildings must be approved by the [Washington State Building Code Council](#) before it is effective. Therefore, before the exemption would become effective, the Washington State Building Code Council would need to approve the proposal. Staff would request this review as part of the amendment process.

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

3/3/2026

**FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN
CITY OF BONNEY LAKE AND GOODROOTS NORTHWEST**

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this “Amendment”) is made and entered into effective as of March 10, 2026 (the “Effective Date”), by and between City of Bonney Lake, a Washington municipal corporation (“Landlord” or “City”), and Goodroots Northwest, a Washington nonprofit corporation (“Tenant” or “Goodroots”). Individually each is a “Party” and together they are the “Parties”.

RECITALS:

A. The Parties entered into a Lease Agreement with an effective date of November 13, 2023 (the “Lease”) for a portion of real property commonly known as 18501 90th St E, Bonney Lake, WA.

B. The portion of the property that was leased to Tenant was described in recital C of the lease as 85.5 square feet and depicted in Exhibit B.

C. The rent payable under the Lease for December 1, 2023 through December 1, 2028 is \$1.00 annually. There will be no change in the Rent amount identified in the Original Agreement

E. There will be no change to the maintenance and improvement requirements established in Sections 7 and 8 of the Lease.

F. The Parties desire to amend the Lease effective February 5, 2026 to increase the rental area by 67.5 square feet for a new total lease area of 153 square feet for the purpose of increasing the number of locker towers from 4 (current count) to 10 locker towers.

AGREEMENT

NOW, THEREFORE, in consideration of the provisions hereof, the Parties agree as follows:

Exhibit B of the Lease which defines the “Premises” for the Tenant is hereby replaced with a new Exhibit “B-1” to this Amendment. Exhibit B-1 shall supersede Exhibit B to the Agreement to increase the Premises square footage from 85.5 square feet to 152.5 square feet in the location shown on Exhibit B-1.

1. Reaffirmation; Intention to be Bound. Except as expressly amended by this Amendment, each and every term, condition and agreement contained in the Lease shall remain in full force and effect. The Parties reaffirm that the representations and warranties made by each Party in the Lease are true and accurate as of the Effective Date. The Parties executing this First Amendment on behalf of themselves, their assigns, and successors, hereby acknowledge and reaffirm their intention to be bound by the terms and conditions of the Agreement. Nothing in this Amendment shall be deemed to supersede or otherwise modify any other term or provision of the Agreement except as expressly stated herein.

2. Recitals; Exhibits. The recitals and exhibits to this Amendment are a part hereof and are incorporated herein by this reference.

3. Counterparts. This Amendment may be executed by the Parties in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument.

4. No Other Modifications. Except as set forth herein, the Parties' Lease remains unmodified and shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date.

LANDLORD:

City of Bonney Lake

By: Terry Carter
Its: Mayor
Date: _____

TENANT:

GoodRoots NW

By: Stacey Crnich
Title: CEO
Date: _____

ATTEST

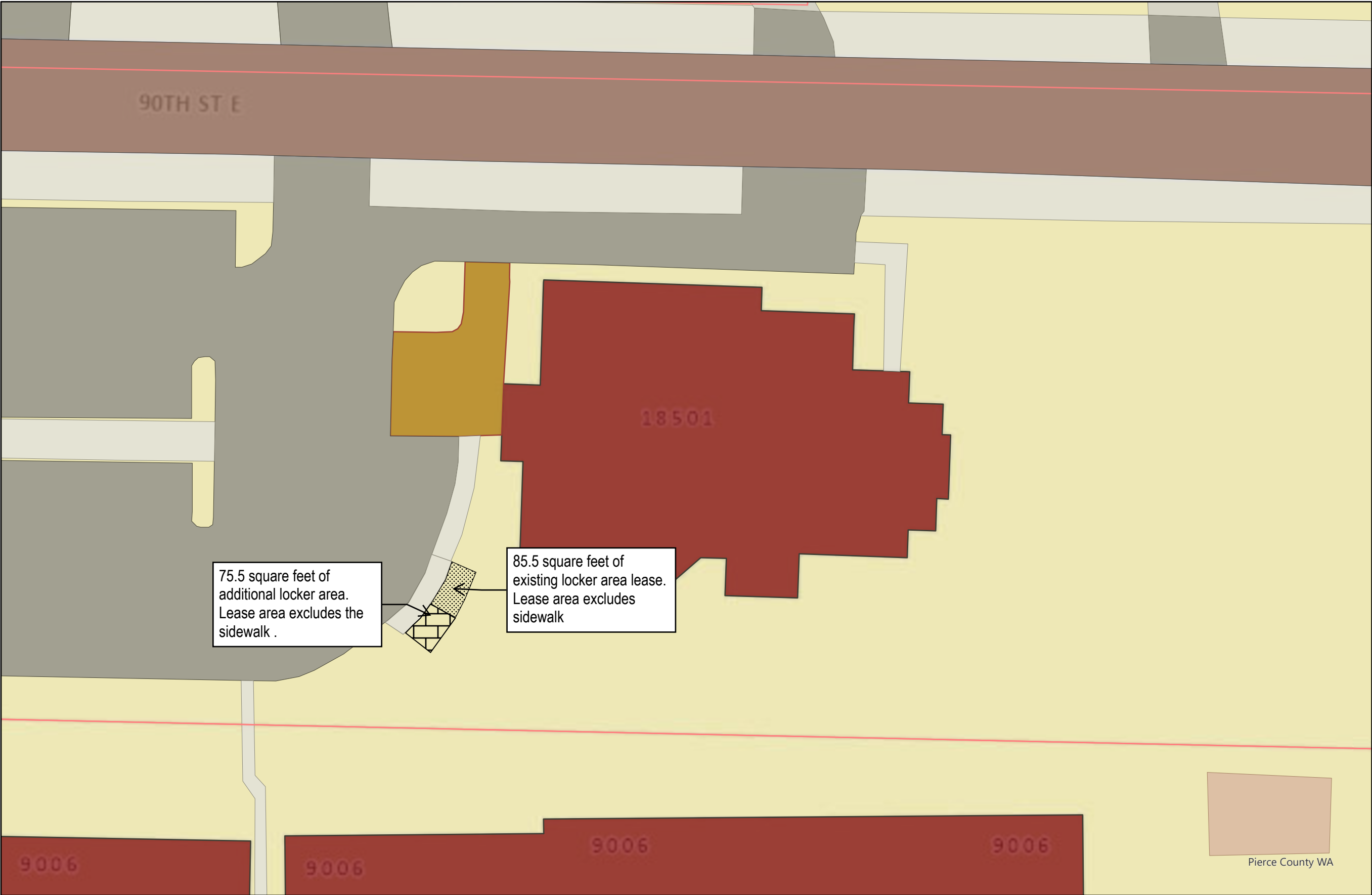
Sadie Schaneman, City Clerk

APPROVED AS TO FORM

Jennifer S. Robertson
Office of the City Attorney

EXHIBIT B-1

Bonney Lake Library Locker Site



Legend

Tax Parcels

- Base Parcel

Planimetrics - Current

- Building
- Deck or Patio
- Paved Driveway or Parking Lot
- Unpaved Driveway or Parking Lot
- Sidewalk
- Bridge
- Other Impermeable Surface

0 5 10 20 Feet

BONNEY Lake

Pierce County WA

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

