

Community Development Committee Meeting

May 5, 2026
4:30 PM



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

AGENDA

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

The public is invited to attend Community Development Committee Meetings. Options for attending are provided below.

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

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

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

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

I. Call to Order

II. Community Development Committee Roll Call

Councilmember Fullerton, Councilmember McClimans, and Councilmember Rock.

III. Approval of Minutes

A. **Approval of Minutes:** April 07, 2026 Community Development Committee Meeting Minutes

IV. Department Reports/Presentations

V. Items for Discussion/Action

- A. A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Award Of A Professional Services Agreement With Parametrix For The Source Control Inspection Program.
- B. A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing An Award Of A Contract With Peak Drywall Service Inc Dba Peak Construction For The Senior Center Tenant Improvements.
- C. A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington Awarding A Professional Services Contract For Construction Management Services To AKANA To Support The Senior Center Tenant Improvements.
- D. An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Relating To Stormwater Management And Stormwater Utility, Renumbering Chapter 15.13 Of

The Bonney Lake Municipal Code (BLMC) “Stormwater Management” To Chapter 13.18 Of The BLMC And Renumbering Chapter 15.14 “Stormwater Utility” To Chapter 13.19 BLMC; Providing For Severability And Corrections; And Establishing An Effective Date.

VI. Open Committee Discussion

VII. Public Comments

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

VIII. Adjournment

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

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

Community Development Committee Meeting

April 7, 2026
4:30 PM



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

Minutes

I. Call to Order

Chair Fullerton, called the meeting to order at 4:30 p.m.

II. Community Development Committee Roll Call

Elected officials attending were: Councilmember Gwendolyn Fullerton, Councilmember Kelly McClimans (Arrived at 4:51), and Councilmember Brittany Rock.

Staff members in attendance at the physical location were Public Services Director Jason Sullivan, Development Services Manager Lauren Belisky, Financial Operations Manager Patti McCann, Assistant to the City Administrator Leslie Harris, and Administrative Specialist II Debbie McDonald.

III. Approval of Minutes

A. Approval of Minutes: March 03, 2026 Community Development Committee Minutes

Minutes from the March 03, 2026, Community Development Committee Meeting were approved.

IV. Department Reports/Presentations

None.

V. Items for Discussion/Action

A. Battery Energy Storage Systems

Development Services Manager Belisky gave an overview of the project. She talked about this being a new type of project to the City. The City does not have codes in place to cover this type of project. She handed the floor over to Assistant Fire Chief Stabenfeldt who discussed safety issues with the project.

The Committee discussed and shared their concerns, including:

- Safety concerns.
- Location of the project.

- Environment issues.
- Benefit to the City.

Public Services Director Sullivan will put something together with all the options for next week's Council Meeting. The Committee would prefer the six-month moratorium, so the City can establish procedures.

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

Development Services Manager Balisky gave a background history of the code. City Council has requested the removal of the requirement to install fire sprinklers in residential construction. When staff dove into the code there were other parts of the code that needed updating.

The Committee discussed and shared their concerns, including:

- What is the least restrictive code.
- What is the water flow at the hydrants.

Public Services Director Sullivan will take this back to the Planning Commission and hold a Public Hearing. When it comes back to City Council, it will go on Full Council agenda.

VI. Open Committee Discussion

A. Geological Hazards Discussion

Public Services Director Sullivan stated the code is not interpreted at staff's discretion, but by how the code is written. He gave a history of the code and suggestions on how to fix it. He explained why some of the code is the way it is.

The Committee discussed and shared their concerns, including:

- Stripping codes back to the bare minimum.
- Removed the sign requirement.
- How to amend the code.
- Who did the Geo Tech Report.
- Isn't 48-days still a long time to complete the review process.

Staff will update the code with the Councilmember's suggestions.

VII. Public 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.

Eric Hansen stated he is thankful to the Council for working on making the codes easier to build.

VIII. Adjournment

At 5:50 p.m. the Meeting was adjourned by Councilmember Gwendolyn Fullerton with the common consent of the Committee.

Debbie McDonald, Administrative
Specialist II

Councilmember Gwendolyn Fullerton,
Chair

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

Agenda Bill Number:
Agenda Item Type: Motion
Presenter: Andrew Fonda, Assistant City Engineer
City Strategic Goal Category: None
Department/Division Submitting: Public Services Staff
Impacted Departments That Received Notification: Public Services

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Award Of A Professional Services Agreement With Parametrix For The Source Control Inspection Program.

Short Background Summary:

The City of Bonney Lake's Western Washington Phase II Municipal Stormwater Permit (NPDES Permit) is a federal permit that regulates stormwater discharges to waters of the State of Washington. One of the requirements under the NPDES Permit is to implement a Source Control Program and develop an inspection program for the City's business inventory. City staff received feedback from Council to utilize consultant support to complete this effort instead of the Pierce County and Tacoma Health Department. Parametrix was selected and the Professional Services Agreement will focus on training Bonney Lake staff on performing source control field inspections, GIS application training, business inventory management, record keeping, communication management, and distribution of best management practice information.

Budget Explanation:

Budget Amount	Current Balance	Required Expenditure	Budget Balance
\$100,000	\$100,000	\$78,733.75	\$21,266.25
Storm CIP - NPDES (National Pollutant Discharge Elimination System) Compliance \$100,000			

Committee, Board, Commission, & Hearing Examiner Review

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

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

Date of Committee/Commission Public Hearing:

Committee/Commission/Examiner Meeting Decision:

Council Action

Date of Council Workshop

Date of Council Meeting

Date of Council Public Hearing

5/12/2026

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

THIS PROFESSIONAL SERVICES AGREEMENT is entered into by and between the City of Bonney Lake, Washington, a municipal corporation (“**City**”) and Parametrix, Inc., organized under the laws of the State of Washington, located and doing business at 1019 39th Avenue Southeast, Suite 100, Puyallup, Washington 98373 (hereinafter the “**Consultant**”).

RECITALS:

WHEREAS, the City desires to have Source Control Inspection Program Support 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- Eight Thousand Seven Hundred and Thirty-Four Dollars (\$78,734) for the work set forth in Exhibit “A”. The City shall pay the Consultant monthly for the hours performed completing the scope of work and with the rates listed in Exhibit B, provided that the Consultant is making steady progress on the work and meeting its deadlines. Such installments shall be paid for by the City’s check processing schedule with the final installment being paid after project completion. The City reserves the right to direct the Consultant’s compensated services before reaching the maximum amount.

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 ten (10) days after City Council voucher approval. 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 March 31, 2027 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. 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:

Austin Fisher
1019 39th Ave SE, Ste 100
Puyallup WA 98373
afisher@parametrix.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: Austin Fisher

Title: Mayor

Title: Vice President

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 December 2025 which is attached hereto and incorporated herein.

EXHIBIT B

Rates of Services to be Provided by Consultant. The Rates of Services is described in the attached Proposal dated December 2025 which is attached hereto and incorporated herein.

DRAFT SCOPE OF WORK

City of Bonney Lake Source Control Inspection Program Support

PROJECT UNDERSTANDING

The City of Bonney Lake (City) Public Works Department is seeking support with the on-going Source Control Inspection Program (Program), including elements for updating implementation procedures, inspection services, record keeping, training, and coordination of compliance notifications with City staff. The Program goal is to reduce pollutants in runoff from areas that drain to municipal separate storm sewer systems (MS4s) owned or operated by the City. The Program will be developed to meet the minimum requirements for source control (section S5.C.8) of the 2024–2029 NPDES Phase II Permit (Permit), which identified sites with potential sources of stormwater pollutants by the North American Industry Classification System NAICS Codes specified in Appendix 8. The Program will focus on technical assistance, education, and outreach; progressive enforcement will be initiated by the City if these approaches are unsuccessful in achieving compliance voluntarily. This Program will perform inspections at sites selected from the City of Bonney Lake 2022-2027 Official Inventory, established as part of the Source Control Inspection Program contract, and will include the following elements:

1. Ongoing Program Updates and Training (including GIS Application Support)
2. Update the business inventory by August 1, 2027)
3. Source Control Inspections (with on-site training for City staff)

TASK 01 – ONGOING PROGRAM UPDATES AND TRAINING

Subtask 1.1 – Update Program Mapping, Tracking Applications, and Field Data Collection Devices

This subtask would provide support for the ongoing implementation of the Source Control program, review and update of digital forms and applications, and a process for data transfer at the end of this contract.

Approach

- Continue building a web-mapping application (ArcGIS Online) to track the progress of the inspection Program and maintain inspection records, including inspection forms, site plans photos, follow-up communications, and progressive enforcement notices (when applicable to each site).
- Provide materials collected during inspections using either mobile or web-mapping applications; will store records and materials formatted so that the City may share them with Ecology, in a password protected database.
- Update ArcGIS Electronic Inspection Forms (template), as needed.
- Deploy field-based application using ArcGIS Electronic Inspection Forms and Field Maps application.
- Conduct ongoing management/oversight of web-map.
- Maintain database of inspection forms, site photos, and follow-up communications.
- Update software on iPad tablet as needed. Parametrix will verify that device remains field ready.

Assumptions

- The City's iPad will be updated. No new equipment is included in this scope of work or will be purchased by Parametrix. The consultant team will identify equipment needs, if any, to be purchased by the City.

Deliverables

- Web-map application updates

Subtask 1.2 – Staff Training and Technical Support

The purpose of this subtask is to provide training and technical support to City staff. Training will provide methods for the City staff to prepare for inspections and tracking of Program progress toward completing inspections.

Approach

The training will focus on the following areas:

- Updates and methods for continuing the source control inspections.
- Performing program-related analysis and related technical support.
- Providing ongoing updates to GIS layers, including the Source Control Inventory and data schema.
- Update SCI site map to reflect work completed by others, including Pierce County.
- Development and maintenance of a map of source control inspection sites with inspection materials attached to sites, including inspection forms, site plans photos, follow-up communications, and progressive enforcement notices as applicable to each site.
- A one day in-person training event will occur to kick off the inspections. It will include a two-hour informational discussion about program logistics and goals and include one site inspection. The first site inspection will occur at the City of Bonney Lake's Maintenance Facility and include available program staff.
- Continue building a Source Control GIS User Library for ArcGIS Web Mapping Applications (to support training for City GIS Staff). This would include the addition of up to four thirty-minute recorded training videos, and up to four topic specific user worksheets (PDF format).

Assumptions

- Parametrix will host the GIS web and field mapping applications through January 31, 2027, and will assist with the transfer of the applications to the City's ArcGIS online organization by the end of that time.
- The City will provide inspection status for 2025 program by City staff or others.
- City Staff will complete the publicly available Source Control Inspection Online Course available on the Washington Stormwater Center website before the first day of in-person program specific training.
- Up to three Parametrix staff will be in attendance at the one-day in-person training event; and up to 8 City staff may attend.

Deliverables

- Existing Source Control Inspection site map to reflect 2024 program wrap-up and 2025 inspections performed.
- Other GIS layers and web applications developed by Parametrix (at time of transfer).
- Source Control GIS User Library for ArcGIS Web Mapping Applications

- Recorded training videos and topic-specific user worksheets (PDF format).

Subtask 1.3 – Update Source Control BMP Library and Program Web Map

The goal of this subtask task is to update the City’s database of technical materials (BMP Library) and the City’s Source Control Program Story Map to reflect the current program contact information and procedures.

Approach

The updates will focus on the following areas:

- Download newly available materials from the Stormwater Center’s source control database and publicly available materials from other jurisdictions to provide to site operators.
- Development of City-specific public outreach materials (as needed), such as educational handouts and compliance information, for City to distribute during site inspections.
- Periodic updates to the City’s Source Control Program Story Map to verify contact information and program details are correctly reflected.

Assumptions

- Parametrix will determine the number and types of print copies needed of respective handouts once the 2026 prioritized sites have been selected and place an order with the printing vendor on behalf of the City.
- Parametrix will pick up the order from print vendor and organize materials for site distribution.

Deliverables

- Source Control Inspection Materials organized in the City’s existing storage box by BMP type folder.
- Source Control Inspection Materials prepared as packets for each site visit.
- An Updated 2026 Source Control Program Story Map (Online Only).

TASK 02 – INVENTORY PRIORITIZATION AND UPDATES

Subtask 2.1 – Prioritization and Selection of 2026 Inspection Sites

The purpose of this subtask is to develop a prioritization approach to implement the inspections and comply with permit requirements.

Approach

- Provide a summary of recommended approaches and work with the Program Director and Lead to select the methodology.
- Prepare a site inspection prioritization strategy according to potential for pollution generation or other factors.
- Map prioritized sites to develop an efficient schedule for 2026 inspections.
- Prepare documentation of the selected prioritization strategy and provide recommendations for annual updates to prioritization strategy and site inventory refinement.

Assumptions

- The City will provide comments to Parametrix for the prioritization strategy, and related Program elements to be documented.

Deliverables

- List of prioritized sites for 2026.

Subtask 2.2 – Update Official Source Control Inventory for 2027-2031

The purpose of this subtask is to update the Official Source Control Inventory for 2027-2031, to meet the requirement of the NPDES Phase II MS4 Permit to update every 5 years. Parametrix will review all licensed businesses with potential to generate pollutants to the MS4 based on the business types listed in Appendix 8 of the Phase II Permit, using the North American Industry Classification System (NAICS) major group numbers, Standard Industrial Classification (SIC) major and industry group numbers.

Approach

- Prepare draft business inventory and provide inventory to City for official review and approval.
- Provide Program Director with list of sites requiring director discretion to determine program inclusion/exclusion status.
- Identify 20% of total number of eligible sites to determine number of target site visits for 2027-2031 inspections.
- ArcGIS Web Mapping Application will be updated with 2027-2031 Site Inventory Data (best available)

Assumptions

- The City will provide the most current local business license data (as of Jan 1, 2026, or other agreed upon date) to the consultant, including a list of active business license, tax account, and reseller permits issued by the Department of Revenue
- Parametrix will cross reference this against data from the ESRI Business Analyst Web Application database.
- Sites previously identified and excluded from the program based on the “home based business” criterion will continue to be excluded, including any new sites meeting these criteria.
- The City will continue to include the optional inclusion sites established in the Source Control Business Inspection Program Official Inventory Development Tech Memo, dated March 27, 2023 (including multi-family housing, landscape services, nurseries, pet kennels, and any activities the director deems necessary).
- The Inventory update would occur after the 2026 site inspections have been completed, so that in-field updates to the list could be captured and reflected in the 2027 inventory.

Deliverables

- Draft official source control inventory for 2027-2031
- Documentation for one round of Director Discretionary Sites (City to determine eligible sites)
- Final official source control inventory for 2027-2031
- Updated ArcGIS Field Map to reflect 2027-2031 Official Inventory of Source Control Inspection Sites

TASK 03 – SOURCE CONTROL INSPECTIONS

The purpose of this task is to provide technical assistance and education to businesses and site representatives on stormwater pollution prevention BMPs. Parametrix will support City staff to perform the number of inspections equal to 20% of the sites on the 2026 official inventory to meet the requirements of the NPDES Phase II Permit.

Subtask 3.1 – Site Inspections

- Develop a plan and spatial route for inspection of prioritized sites; and then create a site inspection schedule (including calling sites as appropriate to schedule site access and review).
- Prepare outreach materials for each site and populate inspection form with background information from the pre-site review (Parametrix assumes these responsibilities for all 34 sites).
- Conduct site inspections with City staff.
- Review inspection documentation and photos with City inspector immediately after each site visit, to determine an initial compliance recommendation.
- Review documentation for sites not inspected by Parametrix to confirm records consistency between sites.
- Support the City with non-compliance documentation for further action.

Assumptions

- This scope assumes a maximum of 34 total site inspections with one Parametrix staff. Parametrix will provide the inspection schedule, outreach materials, pre-site review/inspection forms, and assume responsibility for charging the iPad for the 34 required inspections.
- City staff will attend all inspections for training; Parametrix will provide one accompanying staff member.
- Parametrix staff will provide on-site training to City staff during the site inspections. The training will be provided as part of the site visits at a maximum of 34 visits. Parametrix will not provide additional training outside of the in-person training event (which includes 1 site visit) and 33 additional site visits.
- All Site inspections will be performed with at least two inspectors.
- Parametrix will be responsible for the completion of inspection forms and photo documentation for all site visits, and City staff will remain with the Parametrix Inspector until the form and documentation are complete and they have agreed on an initial compliance recommendation.
- Parametrix support on the 34 total inspections includes credible complaints, site follow-ups (excluding code enforcement actions), and any sites that refuse entry for inspection.
- The City will be responsible for all code enforcement activities that arise during inspections, which will be referred to the Program Director.
- Parametrix Inspectors will be outfitted with their own individual site-appropriate personal protective equipment (PPE), which will include labeled safety vests and may include hard hats, safety vests, steel toe boots, and goggles.
- The City will provide and maintain a project equipment bag with equipment needed for site inspections that Parametrix participates in, which includes nonrenewable items such as flashlights, maintenance hole pullers, and related tools.

- Single-use, site specific items, including N-95 masks, dye test kits, pH test kits, or spill clean-up materials, will be provided by the City.
- Parametrix will provide transportation to and from inspection sites for Parametrix staff. The City will be responsible for providing transportation for City staff to perform site inspections.

Deliverables

- Participation in up to 34 site visits
- Completion of 34 site inspection forms, including photo documentation and initial site compliance recommendation.

Subtask 3.2 – 2026 Inspection Site Notifications and Program Coordination

The purpose of this subtask is for the Parametrix Staff performing the inspections to summarize the inspection status of the sites, so the program director may notify each site whether their site was in compliance or of specific corrective actions need to achieve compliance for each of the 34 required site visits.

Approach

- Parametrix staff performing the inspection will make recommendations using the methodology identified in the training protocol for any sites that Parametrix staff participate in.
- Parametrix will develop recommendations as to whether sites should be certified as passing an inspection or whether they should be reviewed for potential follow-up activities at the conclusion of each site visit.

Assumptions

- . The Program Director will make the ultimate determination of site compliance or need for corrective actions.
- The City Program Director will make the final decision on site inspection status, and which follow-up activities will be required for each of the 34 site communications and provide a summary of these determinations back to Parametrix staff for final documentation purposes.
- The City will be responsible for any follow-up communications with site owners/operators beyond the required 34 site inspection status determinations.
- If the City chooses to print the electronic compliance determination notifications, the City will be responsible for printing all documents.
- The City will be responsible for delivery (including electronic, US postal mail, or in-person delivery methods) of all site determination communications to site owners/operators directly.

Deliverables

- Parametrix will provide 34 draft compliance determinations (electronic format-Word Doc) of site compliance status to City Program Director for review and final determination.
- Parametrix will provide 34 final compliance determinations (electronic format-PDF) of site compliance status to City Program Director for communication to Site Owners/Operators (including supporting documentation, as needed to support corrective active requests).

Subtask 3.3 – Inspection Follow-Up Coordination

The use of progressive enforcement may become necessary if businesses do not voluntarily comply with the source control codes. In these instances, the City's code enforcement department will initiate contact, legal

coordination, and resolutions with site owners, according to Bonney Lake Municipal Code and the general protections under the Clean Water Act.

Approach

- Documentation collected during site visits will be stored in the Arc GIS database, where the City can access and use the data to support all progressive and code enforcement actions beyond the 34 required inspections.

Assumptions

- The City will be responsible for all enforcement-related contacts, communications, and legal actions taken against site owners as part of code enforcement measures; and for all progressive enforcement actions and for any communications with site owners and operators beyond the 34 required inspections and compliance determinations.

Deliverables

- This subtask has no deliverables.

TASK 04 – PROJECT MANAGEMENT

Subtask 4.1 – Project Management

The purpose of this subtask is to track, manage, document, and report on the Parametrix work effort.

Approach

Parametrix will track and administer this contract with the City, including preparing monthly invoices and progress reports and coordinating work efforts with the City’s project manager. The Parametrix project manager will have periodic phone and email contact with the City’s project manager.

Assumptions

- Project management will start in January 2026 and extend through February 28, 2027 (approximately 14 months).
- Project management check-ins will be conducted through emails, phone calls, and video meetings. No in-person meetings are included.

Deliverables

Deliverables for this subtask include:

- Monthly invoices and progress reports.

End Scope of Work

Exhibit B

Client: City of Bonney Lake
 Project: Source Control Inspection Program Support
 Project No: 553-1611-857

				Paul Fendt	Arianna Frender	Alex Van Kirk	Claire Russon	Chad Tinsley	Debra Fetherston	Jessica Lavaris	Jean Johnson	Hillary Wolff		
				Sr. Project Consultant	Engineer III	Engineer III	Engineer II	Sr. GIS Analyst	Publications Supervisor	Sr. Project Accountant	Sr. Contract Administrator	Project Controller		
Cost Rates:				\$111.85	\$48.12	\$44.38	\$40.87	\$56.19	\$57.20	\$43.88	\$66.13	\$56.19		
Billing Rates:				\$363.51	\$156.39	\$144.24	\$132.83	\$182.62	\$185.90	\$142.61	\$214.92	\$182.62		
Task	Subtask	Description	Labor Dollars	Labor Hours										
01		ONGOING PROGRAM UPDATES AND TRAINING	\$16,334.76	96	2	36	16	0	42	0	0	0		
01	01	Update Program Mapping, Tracking Applications, & Field Data	\$8,659.17	48	2	12	4		30					
01	02	Staff Training & Technical Support	\$5,068.44	32		12	12		8					
01	03	Update Source Control BMP Library & Program Web Map	\$2,607.15	16		12			4					
02		INVENTORY PRIORITIZATION AND UPDATES	\$20,027.61	122	0	80	4	0	38	0	0	0		
02	01	Prioritization and Selection of 2026 Inspection Sites	\$4,877.21	30		20	2		8					
02	02	Update Official Source Control Inventory for 2027-2031	\$15,150.40	92		60	2		30					
03		SOURCE CONTROL INSPECTIONS	\$33,567.95	232	0	80	76	76	0	0	0	0		
03	01	Site Inspections	\$22,879.35	160		40	60	60						
03	02	2026 Inspection Site Notifications and Program Coordination	\$10,688.60	72		40	16	16						
03	03	Inspection Follow-Up Coordination	\$0.00	0										
04		PROJECT MANAGEMENT	\$7,433.43	43	2	16	4	0	0	0	6	1		
04	01	Project Management	\$7,433.43	43	2	16	4			6	1	14		
Labor Totals:					493	4	212	100	76	80	0	6	1	14
Totals:				\$77,363.75		\$1,454.05	\$33,154.68	\$14,423.50	\$10,094.89	\$14,609.40	\$0.00	\$855.66	\$214.92	\$2,556.65

Subconsultants Total: \$0.00

Other Direct Expenses

Mileage - \$0.670/mile \$670.00
 Printing \$700.00

Other Direct Expenses Total: \$1,370.00

Project Total \$78,733.75

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

Agenda Bill Number:

Agenda Item Type: Resolution

Presenter: Ken Gill, City Engineer, Andrew Fonda,
Assistant City Engineer

City Strategic Goal Category: None

Department/Division Submitting: Public Services Staff

Impacted Departments That Received Notification: Public Services

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing An Award Of A Contract With Peak Drywall Service Inc Db a Peak Construction For The Senior Center Tenant Improvements.

Short Background Summary:

As part of the 2023-2025 Capital Budget, the Washington State Legislature approved a request by Senator Phil Fortunato of \$650,000 for the Bonney Lake Senior Center Rehab Project as part of the 2024 Local and Community Projects grants managed by the Department of Commerce. In May 2024, staff presented a construction cost estimate for these same improvements equal to \$1.6M. Staff reduced the scope to 3 phase power, window replacement, ADA bathroom improvements, and kitchen heating/cooling upgrades to stay within the budget. Council feedback was a request to add painting to bid documents.

In April 2025, staff opened four bids and Peak Drywall Solutions Inc is the responsive/responsible low bidder with a total bid amount of \$724,068.75. The bid tabulation is attached. \$750K is the total 2025/2026 budget for this project and the project carried over from 2024. The 2025/2026 CIP budget is attached.

Budget Explanation:

To make the project move forward, staff are requesting a \$180,780 transfer from the General Government CIP ending fund balance to cover the cost of the construction, construction management, and ongoing support from the design team. A project budget showing revenues and expenses is attached. \$1,828,619 is the estimated General Government CIP ending fund balance. Staff estimated the ending fund balance by subtracting \$101,100 (Old City Hall Demo) and \$750,000 (PD improvements) from the \$2,679,719 balance shown in the 2025/2026 adopted budget.

\$630,500 of the \$960,780 total cost will be paid for by outside funding through the grant described above.

Committee, Board, Commission, & Hearing Examiner Review

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

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

Date of Committee/Commission Public Hearing:

Committee/Commission/Examiner Meeting Decision:

Council Action

Date of Council Workshop

Date of Council Meeting

Date of Council Public Hearing

5/12/2026

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING AWARD OF A CONTRACT WITH PEAK DWS INC DBA PEAK CONSTRUCTION FOR THE SENIOR CENTER TENANT IMPROVEMENTS.

WHEREAS, Resolution 3213 authorized RH2 Engineering through ARC Architects to prepare a cost estimate of the proposed improvements and architectural and mechanical engineering bid plans at a cost of \$93,600; and

WHEREAS, Motion 25-42 authorized Mayor signature on a grant with the Department of Commerce equal to \$630,500 to fund proposed improvements that were within the grant budget; and

WHEREAS, the City has complied with all applicable bidding laws for this contract; and

WHEREAS, the City opened four bids on April 16, 2026, and the responsible and responsive low bidder was determined to be Peak Drywall Inc dba Peak Construction located in Tukwila, Washington in the amount of \$724,068.75, which includes sales tax; and

WHEREAS, the budget for the project was estimated at \$750,000 which is the sum of the \$630,500 in grant funds and \$119,500 in city funds; and

WHEREAS, there were additional funds needed from RH2 for electrical engineering (\$72,948) to prepare the bid plans and additional funds needed for interior and exterior paint (\$68,985-not covered by the grant) and for proposed construction management services with AKANA (\$71,336) and RH2 (\$11,000) and for a two percent (\$14,481) construction contingency for a total budget of \$960,780; and

WHEREAS, the General Government CIP fund has an approximate ending fund balance equal to \$1.83M after subtracting proposed amended budgeted funds for PD improvements (\$750K) and City Hall Demo (\$101K); and

WHEREAS, staff recommends a transfer of \$180,780 from the General Government CIP fund and transferring the \$30K budgeted for demolition of the green garage; and

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

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

Section 1. Authorization of Contract. The Mayor is authorized to sign the attached contract with Peak Drywall Inc dba Peak Construction for the Senior Center Tenant Improvements project in the amount of \$724,068.75.

Section 2. Authorization use of Ending Fund Balance. The City Council authorizes the use of \$180,780 from the General Government CIP fund to cover costs (\$72,948) to prepare the electrical portion of the bid plans and additional funds needed for interior and exterior paint (\$68,985-not covered by the grant) and for proposed construction management services with AKANA (\$71,336) and RH2 (\$11,000) and for a two percent (\$14,481) construction contingency for a total budget of \$960,780.

Section 3. Contingency Authorized. The amount of two percent (2%) of contract amount is authorized for Construction Contingency (\$14,481) to be added to the \$50,000 minor change bid item for a total construction contingency amount equal to \$64,481.

Section 4. Implementation Authorized. The Mayor is hereby authorized to take the actions necessary to implement this contract.

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

Terry Carter, Mayor

AUTHENTICATED:

Sadie A. Schaneman, CMC, City Clerk

City of Bonney Lake
Bid Tabulation
Senior Center Tenant Improvements
4/16/2026

				ENGINEERS ESTIMATE		Responsive Bid Apparent Low Bidder		Responsive Bid		Non-Responsive Bid Incomplete Pricing		Non-Responsive Bid Incomplete Pricing	
Schedule A - Base Bid						Peak		CDK		Westmark		Diversified	
Bid Item	Description	Qty	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Mobilization and Demobilization	1	LS	\$ 51,900.00	\$ 51,900.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00		\$ 6,309.46	\$ 80,000.00	\$ 80,000.00
2	Record Drawings	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
3	O&M Manuals	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
4	Window and Door Replacement	1	LS	\$ 65,000.00	\$ 65,000.00	\$ 35,000.00	\$ 35,000.00	\$ 42,000.00	\$ 42,000.00		\$ 54,787.45	\$ 110,000.00	\$ 110,000.00
5	Restroom Remodel	1	LS	\$ 23,000.00	\$ 23,000.00	\$ 32,000.00	\$ 32,000.00	\$ 41,700.00	\$ 41,700.00		\$ 59,191.77	\$ 110,000.00	\$ 110,000.00
6	Mechanical Upgrades	1	LS	\$ 122,000.00	\$ 122,000.00	\$ 72,000.00	\$ 72,000.00	\$ 67,000.00	\$ 67,000.00		\$ 82,567.83	\$ 84,000.00	\$ 84,000.00
7	Civil Improvements	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 105,000.00	\$ 105,000.00	\$ 223,000.00	\$ 223,000.00		\$ 129,229.72	\$ 125,000.00	\$ 125,000.00
8	Potholing Existing Utilities	30	EA	\$ 500.00	\$ 15,000.00	\$ 475.00	\$ 14,250.00	\$ 650.00	\$ 19,500.00		\$ 8,014.25	\$ 250.00	\$ 7,500.00
9	Electrical	1	LS	\$ 362,000.00	\$ 362,000.00	\$ 205,000.00	\$ 205,000.00	\$ 114,000.00	\$ 114,000.00			\$ 181,500.00	\$ 181,500.00
10	Wooden Deck Replacement	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 25,000.00	\$ 25,000.00	\$ 5,500.00	\$ 5,500.00		\$ 12,472.46	\$ 57,500.00	\$ 57,500.00
11	Minor Change Force Account	1	FA	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
Subtotal - Base Bid (Items 1-11)					\$ 743,900.00		\$ 598,250.00		\$ 622,700.00		\$ 412,572.94		\$ 815,500.00
WA State Sales Tax (9.5%)					\$ 70,670.50		\$ 56,833.75		\$ 59,156.50		\$ 39,194.43		\$ 77,472.50
Total Bid Construction Cost					\$ 814,570.50		\$ 655,083.75		\$ 681,856.50		\$ 451,767.37		\$ 892,972.50

Schedule B - Additive Bid													
Bid Item	Description	Qty	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Finishes, Coatings: Interior	1	LS	\$ 22,000.00	\$ 22,000.00	\$ 38,000.00	\$ 38,000.00	\$ 3,600.00	\$ 3,600.00	\$ 38,407.45	\$ 38,407.45		
2	Finishes, Coatings: Exterior	1	LS	\$ 65,000.00	\$ 65,000.00	\$ 25,000.00	\$ 25,000.00	\$ 42,000.00	\$ 42,000.00	\$ 31,600.03	\$ 31,600.03		
Subtotal - Additive Bid (Items 1-2)					\$ 87,000.00		\$ 63,000.00		\$ 45,600.00		\$ 70,007.48		
WA State Sales Tax (9.5%)					\$ 8,265.00		\$ 5,985.00		\$ 4,332.00		\$ 6,650.71		
Total Bid Construction Cost					\$ 95,265.00		\$ 68,985.00		\$ 49,932.00		\$ 76,658.19		
Total Schedule A - Base Bid Construction Cost					\$ 814,570.50		\$ 655,083.75		\$ 681,856.50		\$ 451,767.37		\$ 892,972.50
Total Schedule B - Additive Bid Construction Cost					\$ 95,265.00		\$ 68,985.00		\$ 49,932.00		\$ 76,658.19		\$ -
Total Bid Construction Cost					\$ 909,835.50		\$ 724,068.75		\$ 731,788.50		\$ 528,425.56		\$ 892,972.50

STREET CIP

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

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

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

\$ TIF Eligible Projects

PARK CIP

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

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

^Project carried over from 2024

GENERAL GOVERNMENT CIP

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

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

**Remaining ARPA Funds \$215,887

^Project carried over from 2024

WATER CIP

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

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

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

^Project carried over from 2024

SEWER CIP

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

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

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

^Project carried over from 2024

STORM CIP

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

*Remaining ARPA Funds \$160,902

**Remaining ARPA Funds \$150,000

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

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

^Project carried over from 2024

ER&R Fund

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

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

Senior Center Tenant Improvements

Expenses

PE	2024-RH2		
	2025-RH2	\$	45,249
	2026-Jan RH2	\$	44,543
	2026-Feb RH2	\$	13,773
	2026-Mar RH2	\$	17,337
	2026-April RH2	\$	17,863
	Total	\$	138,764

CN	NW Abatement-Asbestos Survey	\$	1,130
	Base Bid	\$	655,084
	Ext.+Int. Paint	\$	68,985
	Total	\$	724,069

CM	AKANA	\$	71,336
	RH2	\$	11,000
		\$	82,336
	Contingency	\$	14,481
		\$	960,780

Revenue

		AB 24-42 & Resolution 3213
\$	630,500	Commerce Grant
\$	119,500	City Funds-Match for Commerce Grant
\$	30,000	City Funds-Green Garage Demo
\$	780,000	

\$ 180,780

2025-2026 BIENNIAL BUDGET
Exhibit "A"

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



CITY OF BONNEY LAKE SENIOR CENTER TENANT IMPROVEMENTS



PROJECT VICINITY MAP



PROJECT LOCATION MAP



SECTION AND DETAIL REFERENCES

THE FOLLOWING CONNECTIONS HAVE BEEN USED WITHIN THESE DRAWINGS TO REFER TO THE REVISIONS OF THE SECTION, DETAIL AND THE PLAN FROM WHICH IT IS REFERENCED.

REFERENCE BUBBLES

PLAN REFERENCE BUBBLE - REFERS BACK TO THE PLAN FROM WHICH THE DETAIL OR SECTION ORIGINATED.

DETAIL SECTION REFERENCE BUBBLE - REFERS TO THE DRAWING ON WHICH THE DETAIL OR SECTION IS LOCATED.

WHERE:

- X# - DRAWING NUMBER ON WHICH DETAIL ORIGINATED OR RESIDES.
- Y# - SECTION/DETAIL REFERENCE ID.

SECTION/DETAIL REFERENCE TO CONVENTIONS:

SECTIONS OR ELEVATIONS SHOULD HAVE A LETTER REFERENCE ID (A-Z) AND DETAILS SHOULD HAVE A NUMERICAL REFERENCE ID (1-999).

SUBSURFACE UTILITY LEGEND

- THE CLASSIFICATIONS FOR SUBSURFACE UTILITIES ARE OUTLINED AND EXPLAINED IN THE FOLLOWING LIST:
- UTILITY QUALITY LEVEL A. - PRECISE HORIZONTAL AND VERTICAL LOCATION OF UTILITIES OBTAINED BY THE ACTUAL EXPOSURE OF OR VERIFICATION OF PREVIOUSLY EXPOSED AND SURVEYED UTILITIES AND SUBSEQUENT MEASUREMENT OF SUBSURFACE UTILITIES. USUALLY AT A SPECIFIC POINT, UNLESS OTHERWISE NOTED. QUALITY LEVEL A IS ONLY APPLICABLE AT POINT LOCATIONS OUTLINED IN THESE NOTES. THE UTILITY SHOULD BE ASSUMED TO BE QUALITY LEVEL B.
 - UTILITY QUALITY LEVEL B. - INFORMATION OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE SUBSURFACE UTILITIES. INFORMATION IS POINT/CONTINUAL POSITION OF.
 - UTILITY QUALITY LEVEL C. - INFORMATION OBTAINED BY SURVEYING AND FLOTING VISIBLE ABOVE-GROUND UTILITY FEATURES.
 - UTILITY QUALITY LEVEL D. - INFORMATION DERIVED FROM EXISTING RECORDS OR ORAL RECOLLECTIONS.
- NOTE: THE USE OF THE LINE TYPES SHOWN HERE WAS A PRIMARY METHOD OF DETERMINING THE UTILITY QUALITY LEVEL. THE INFORMATION WAS UNKNOWN OR THE METHOD FOR LOCATING THE UTILITIES WAS UNAVAILABLE. QUALITY LEVEL D WAS USED AS THE DEFAULT.

DRAWING INDEX

SHEET NO	SHEET TITLE	DWG NO
01	COVER	COV
02	CIVIL, TESSC & DEMO PLAN	C01
03	CIVIL SITE PLAN	C02
04	CIVIL DETAILS	D01
05	ELECTRICAL LEGEND	E01
06	EXISTING ONE-LINE DIAGRAM	E02
07	PROPOSED ONE-LINE DIAGRAM	E03
08	ELECTRICAL DEMOLITION PLAN	E04
09	ELECTRICAL SITE PLAN	E05
10	POWER DISTRIBUTION AND SIGNAL PLAN	E06
11	GENERATOR DETAILS	E07
12	ELECTRICAL DETAILS	E08
13	ELECTRICAL SCHEDULES	E09
14	PROJECT INFO (ARC)	T1.0
15	FLOOR PLANS - DEMO (ARC)	A1.0
16	FLOOR PLANS (ARC)	A2.0
17	RESTROOM PLANS AND INTERIOR ELEVATIONS (ARC)	A5.2
18	FINISH SCHEDULES (ARC)	A10.1
19	HVAC LEGEND, ABBREVIATIONS, & GENERAL NOTES (ARC)	M0.0
20	MAIN FLOOR PLAN - HVAC (ARC)	M2.1
21	MAIN FLOOR PLAN - HVAC (ARC)	M2.1
22	ROOF PLAN - HVAC (ARC)	M2.2
23	HVAC DETAILS (ARC)	M5.1
24	HVAC SCHEDULES (ARC)	M6.1

CONTACT INFORMATION

CONTACT	COMPANY	POSITION	PHONE
KEN GILL	CITY OF BONNEY LAKE	CITY ENGINEER	(253) 415-184
HARLEY SANDOVAL	RH2 ENGINEERING	CONSULTANT	(206) 784-6655
24 HR. EMERGENCY	CITY OF BONNEY LAKE	(WATER/SEWER/POWER)	(253) 841-4431
24 HR. EMERGENCY	COMCAST	(CABLE)	(253) 965-3440

CALL 48 HOURS BEFORE YOU DIG
ONE CALL 811
REPORT ALL SPILLS
DEPT. OF ECOLOGY 1-800-258-5990



NO.	DATE	DESCRIPTION	BY	REVIEW

CITY OF BONNEY LAKE
SENIOR CENTER TENANT IMPROVEMENTS

COVER



ENGINEER: CLC
DATE: Mar 11, 2026
PROJECT: MMB
PLATNO: Mar 11, 2026

COUNTY: BON
FILENO: SC-P-COV/DWG
JOBNO: 24-0104

SCALE: AS SHOWN

DATE: 01/13

DEMOLITION LEGEND

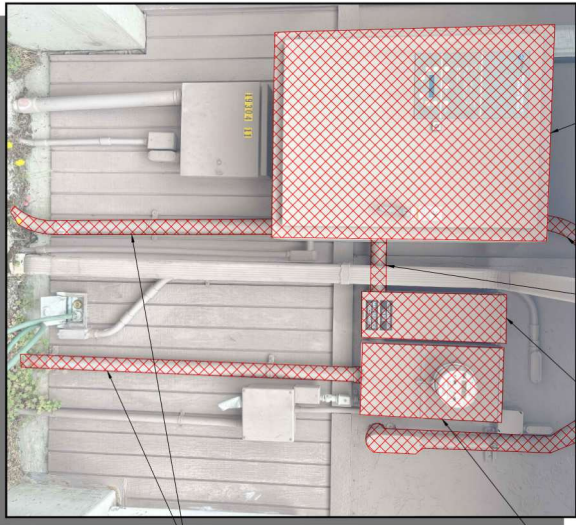
-  EQUIPMENT TO BE REMOVED BY CONTRACTOR
-  EXISTING CONDUIT TO BE REMOVED BY CONTRACTOR

ELECTRICAL NOTES

1. EXISTING LIGHTING PANEL, "E-LP" TO BE REMOVED. ALL CIRCUITS CONNECTED TO THE EXISTING LIGHTING PANEL SHALL REMAIN UNTOUCHED TO BE RECONNECTED TO THE NEW LIGHTING PANEL.



EXISTING LIGHTING PANEL, "E-LP" TO BE REMOVED



EXISTING AUTOMATIC TRANSFER SWITCH TO BE REMOVED

EXISTING CONDUITS TO BE REMOVED

EXISTING MAIN SERVICE DISCONNECT TO BE REMOVED

EXISTING UTILITY METER TO BE REMOVED

EXPOSED EXISTING CONDUITS AND EXISTING MAIN SERVICE DISCONNECT TO BE REMOVED. CUT CONDUITS ABOVE FINISHED GRADE AND CAP.

EXISTING LIGHTING PANEL, "E-LP"

NIS



EXISTING STANDBY GENERATOR TO BE REMOVED

CUT AND CAP EXISTING CONDUITS AT GRADE.

EXISTING ELECTRICAL EQUIPMENT

NIS

EXISTING STANDBY GENERATOR

NIS

ENGINEER: CLC	DATE: Mar 10, 2026	CLIENT: BON	PROJECT: 24-0104
DESIGNED: MMB	DATE: Mar 11, 2026	FILENAME: SC-D-DEM.DWG	
REVISIONS			
NO.	DATE	DESCRIPTION	BY

CITY OF BONNEY LAKE
SENIOR CENTER TENANT IMPROVEMENTS

ELECTRICAL DEMOLITION PLAN

SPEAKER CO. 11/1/2025





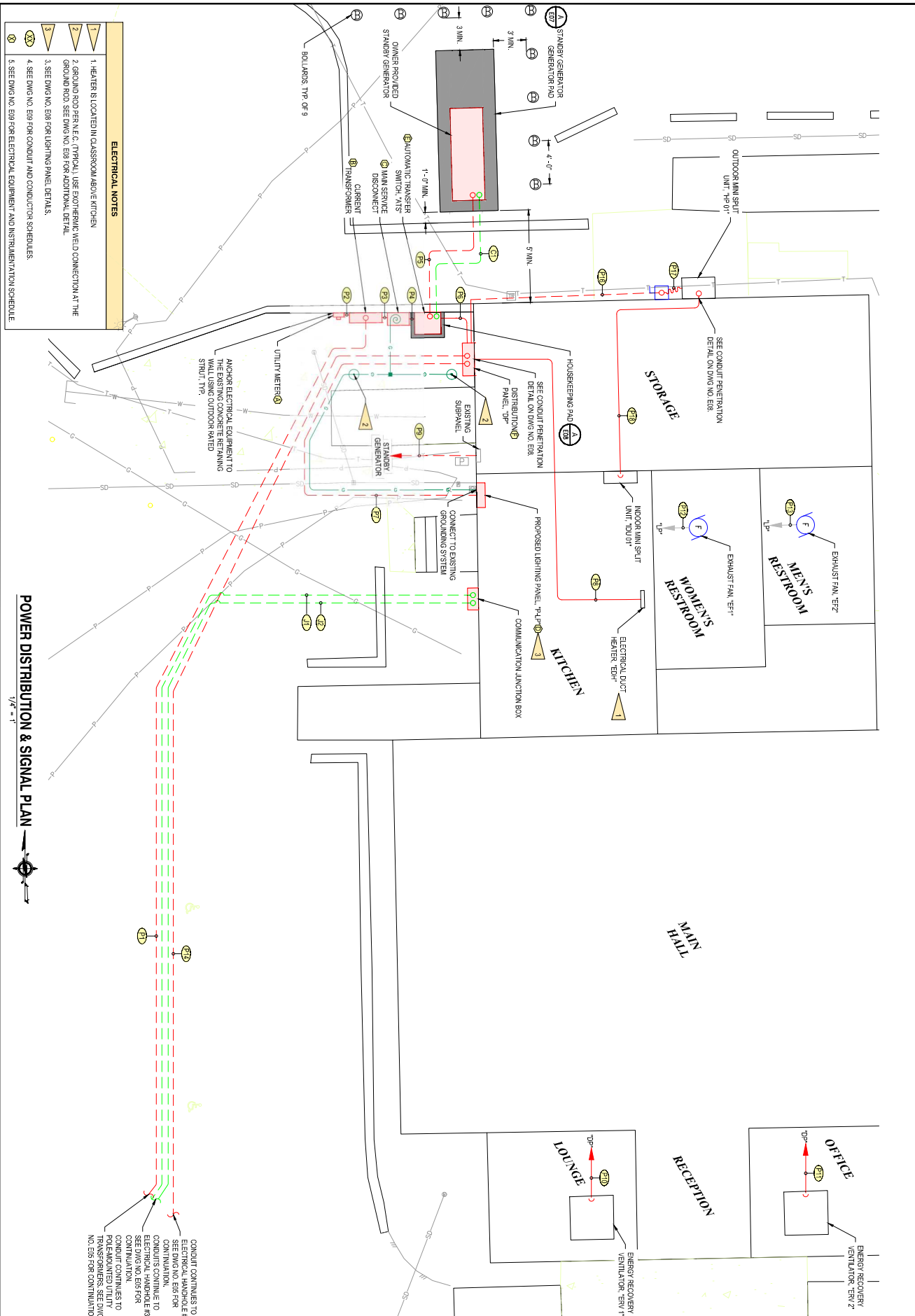

- ELECTRICAL NOTES**
1. CONTRACTOR SHALL PROVIDE POLE RISER AND ALL TACKLING BOPPEL AND REMOVE ALL EXISTING UTILITY POLE INSTALLATION AND CONNECTION SHALL MEET PER REQUIREMENTS.
 2. OWNER PROVIDED, CONTRACTOR INSTALLED.
 3. SEE DWG NO. E99 FOR ADDITIONAL CONDUIT ROUTING.
 4. EXISTING TELEPHONE AND POWER CONDUITS SHALL BE UNDISTURBED. LOCATE CONDUITS AS NECESSARY.
 5. SEE DWG NO. E99 FOR CONDUIT AND CONDUCTOR SCHEDULES.
 6. SEE DWG NO. E99 FOR ELECTRICAL EQUIPMENT AND INSTRUMENTATION SCHEDULE.

ELECTRICAL SITE PLAN
 1" = 20'

ENGINEER: CLC	DATE: Mar 11, 2026	COUNTY: BON	JOB NO: 24-0104	
REVIEWER: MMB	DATE: Mar 11, 2026	FILENAME: SC-DE05.DWG		
REVISIONS				
NO.	DATE	DESCRIPTION	BY	REVIEW

CITY OF BONNEY LAKE
 SENIOR CENTER TENANT IMPROVEMENTS
ELECTRICAL SITE PLAN

STEVEN G. H. 2025
 Page 42 of 70




- ELECTRICAL NOTES**
1. HEATER IS LOCATED IN CLASSROOM ABOVE KITCHEN
 2. GROUND ROD PER M.E.C. TYPICAL. USE EXOTHERMIC WELD CONNECTION AT THE GROUND ROD. SEE DWG NO. E09 FOR ADDITIONAL DETAILS.
 3. SEE DWG NO. E08 FOR LIGHTING PANEL DETAILS.
 4. SEE DWG NO. E09 FOR CONDUIT AND CONDUCTOR SCHEDULES.
 5. SEE DWG NO. E09 FOR ELECTRICAL EQUIPMENT AND INSTRUMENTATION SCHEDULE.

POWER DISTRIBUTION & SIGNAL PLAN
1/4" = 1'

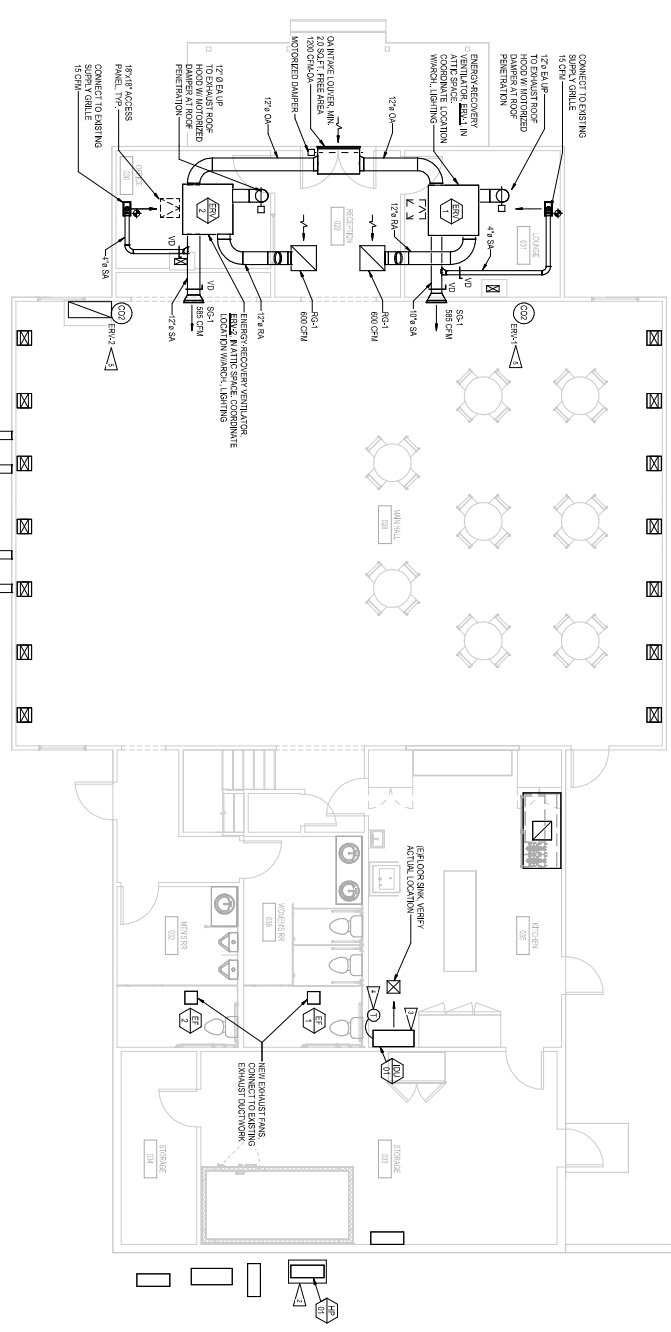
CONDUIT CONTINUES TO ELECTRICAL HANDOFF, E.H. CONTINUATION, SEE DWG NO. E09 FOR ELECTRICAL HANDOFF, E.H. CONTINUATION. SEE DWG NO. E06 FOR CONDUIT CONTINUES TO POLYMERIZED ETHYLENE TEREPHTHALATE (PET) DWG NO. E06 FOR CONTINUATION.

NO.	DATE	DESCRIPTION	BY	REVIEW

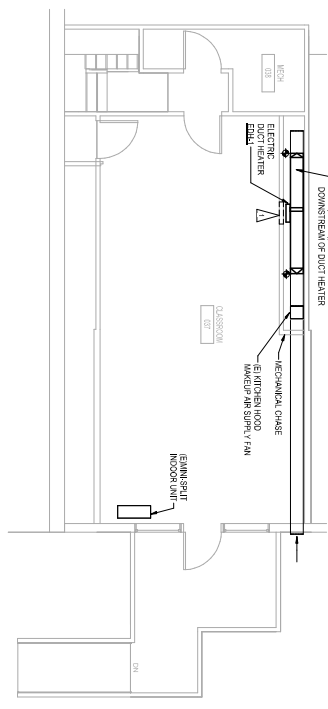

CITY OF BONNEY LAKE
 SENIOR CENTER TENANT IMPROVEMENTS
POWER DISTRIBUTION AND SIGNAL PLAN


 REGISTERED PROFESSIONAL ENGINEER
 STATE OF WASHINGTON
 LICENSE NO. 17285

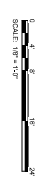

- CONSTRUCTION NOTES:**
- ▷ PROVIDE ACCESS PANEL UNIT CLEARANCE PER MANUFACTURER'S REQUIREMENTS.
 - ▷ PROVIDE REINFORCED CONCRETE PAD ON GRADE FOR RCU.
 - ▷ PROVIDE 2" MIN. CLEARANCE UNDER RCU.
 - ▷ FIELD-BORE CONCRETE PADS TO FLOOR BIRM W/4" G.P.
 - ▷ COORDINATE LOCATION OF FIELD-BORE WITH/ASO.
 - ▷ COORDINATE LOCATION OF DOZ SENSOR WITH ADO.



1 MAIN FLOOR - HVAC
12" x 12"



2 MAIN HALL FLOOR - HVAC
12" x 12"



BONNEY LAKE SENIOR CENTER
19304 BONNEY LAKE BLVD E
BONNEY LAKE, WA 98391



BID SET

DATE:	03/12/2025	
REVISION SCHEDULE:		
REV #	DATE	DESCRIPTION

CONTENTS

MAIN FLOOR PLAN - HVAC

M2.1

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

Agenda Bill Number:

Agenda Item Type: Resolution

Presenter: Andrew Fonda, Assistant City Engineer,
Ken Gill, City Engineer

City Strategic Goal Category: Public Safety Vision

Department/Division Submitting: Public Services Staff

Impacted Departments That Received Notification: Public Services

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington Awarding A Professional Services Contract For Construction Management Services To AKANA To Support The Senior Center Tenant Improvements.

Short Background Summary:

AKANA provides construction management services to Fife, Sumner, and Bonney Lake. City staff are requesting support from AKANA to provide these services for the Senior Center. The construction management team for this project consists of Bonney Lake Civil Inspector Dennis Rogers, backed up by Assistant City Engineer Andrew Fonda and AKANA staff. AKANA scope and fee is attached.

Budget Explanation:

AKANA's fee is \$71,335.50 and is based on an estimated 100 working day contract. AKANA's fee is included in the recommended transfer of funds from the General Government CIP fund for the award of the project. This amount is estimated to be \$180,780. A project budget showing revenues and expenses is attached. \$1,828,619 is the estimated General Government CIP ending fund balance. Staff estimated the ending fund balance by subtracting \$101,100 (Old City Hall Demo) and \$750,000 (PD improvements) from the \$2,679,719 balance shown in the 2025/2026 adopted budget. \$630,500 of the \$988,564 total cost will be paid for by outside funding through the grant described above.

Committee, Board, Commission, & Hearing Examiner Review

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

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

Date of Committee/Commission Public Hearing:

Committee/Commission/Examiner Meeting Decision:

Council Action

Date of Council Workshop

Date of Council Meeting

Date of Council Public Hearing

5/12/2026

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF BONNEY LAKE AND AKANA**

THIS PROFESSIONAL SERVICES AGREEMENT is entered into by and between the City of Bonney Lake, Washington, a municipal corporation (“**City**”) and AKANA, organized under the laws of the State of Washington, located and doing business at 301 54th Avenue East, Suite 101, Fife, Washington 98424 (hereinafter the “**Consultant**”).

RECITALS:

WHEREAS, the City desires to have Construction Management Services for the Senior Center Tenant Improvements 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-One Thousand Three Hundred and Thirty-Six Dollars (\$71,336) for the work set forth in Exhibit “A”. The City shall pay the Consultant monthly for the hours performed completing the scope of work and with the rates listed in Exhibit B, provided that the Consultant is making steady progress on the work and meeting its deadlines. Such installments shall be paid for by the City’s check processing schedule with the final installment being paid after completion of project. 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 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. 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:

Robert Sutton
301 54th Ave E, Ste 101
Fife WA 98424
robert.sutton@akana.us

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: Robert Sutton, PMP

Title: Mayor

Title: Vice President of Construction Services

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 April 2026 which is attached hereto and incorporated herein.

EXHIBIT B

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

Construction Management Services
Scope of Work
April 2026
City of Bonney Lake
Senior Center Tenant Improvements

This scope of work outlines the construction management services to be provided for the completion of the Bonney Lake Senior Center Tenant Improvements project. The Consultant will deliver services as requested to support the City through construction, documentation, and close-out, in accordance with the Contract Documents and applicable local, state, and federal standards.

I. INTRODUCTION

This scope and the associated fee estimate are based on the following assumptions:

General Assumptions:

- Services are based on a construction duration of 100 working days, with an additional 0 days allocated prior to construction and 0 days for closeout, for a total of 100 Working Days.
- The Consultant team includes Project Manager, a part-time Resident Engineer and part-time Documentation Specialist.
- City shall provide one full-time inspector for the project as described in Task 3. The City inspector shall report directly to the Consultant Resident Engineer (RE) for all project-related inspection duties.
- No Subconsultants will be engaged for material testing services as a part of this scope and fee. If any material testing is required the City shall contract with a firm separate from this agreement.
- The City will execute the construction contract and manage bonding and insurance verification with the City appointed Contractor.
- The City will support community outreach by coordinating with the Contractor on phasing and public impacts. The Contractor is responsible for direct communications regarding schedule and construction activities.
- City-designated engineers will remain available during construction for technical support, including submittals, shop drawing, and RFI review.
- All work will be performed in compliance with the approved Plans, Specifications, and the City's engineering standards.

EXHIBIT A-1

II. SCOPE OF WORK

The purpose of this Agreement is to partner with the City to help achieve the successful construction and documentation of the Project in accordance with the Plans and Specifications.

TASK 1 – MANAGEMENT / COORDINATION / ADMINISTRATION

- Provide overall project management and coordination between the City and Consultant.
- Submit monthly invoices for Consultant provided Work.
- Monitor scope, budget, and schedule performance for Consultant Work.

Deliverables:

- Monthly invoices.
-

TASK 2 – PRECONSTRUCTION SERVICES

- 2.1 Preconstruction Conference. The Consultant shall prepare an agenda for City review, and the City will distribute notices of the conference and will conduct a preconstruction conference in City offices. The Consultant's resident engineer will attend the preconstruction conference. The Consultant will provide meeting notes to the City who will prepare a written record of the meeting. The City shall distribute copies of the minutes to all attendees, affected agencies and others as appropriate.

Deliverables:

- Draft meeting minutes
-

TASK 3 – MATERIAL TESTING COORDINATION

3.1 Material Testing Coordination

- City shall coordinate with Contractor and material testing firm as needed.
- City shall schedule and track field sampling and testing requirements as needed.

Assumptions:

- City shall contract and coordinate any material testing as required.
-

EXHIBIT A-1

TASK 4 – SUBSTANTIAL COMPLETION

4.1 Substantial Completion Coordination

- City shall coordinate punchlist inspections and generate Certificate of Substantial Completion.

Deliverables:

- Punch list and Certificate of Substantial Completion by City staff.
-

TASK 5 – OFFICE CONSTRUCTION SERVICES

- Consultant shall maintain contract documentation as received, electronically only.
- Coordinate with the City and Contractor on schedule reviews, RFIs, certified payroll, working day statements, and pay estimates.

Subtasks Include:

- **Document Control:** Maintain original records, project correspondence, material submittal log, wage compliance, and subcontractor documentation.
- **Schedule and Payment Oversight:** Review and evaluate Contractor's CPM schedules, pay applications, lump sum breakdowns.
- **Project Closeout:** City shall prepare physical completion letter. Consultant shall assist with final record drawing review, and transfer documents to City electronically.

Assumptions:

- City will hold weekly meetings at City facilities. Consultant shall attend meetings as required and provide any meeting notes taken to City for final distribution.
- City inspector shall provide records for monthly pay estimate for Consultant to review.

Deliverables:

- Meeting notes.
- Monthly and Final pay estimate ledger.
- Certified payroll logs.
- Record drawing review comments.
- Project closeout documents, electronically transferred.

EXHIBIT A-1

TASK 6 – SUBMITTAL & RFI MANAGEMENT

- Coordinate review process for shop drawings, samples, traffic control plans, test reports, and other data submitted by the Contractor for compliance with the information required by the contract documents. Log, route, and track submittals and RFIs.
- Coordinate submittal and RFI review with City-designated personnel.

Deliverables:

- Submittal log.
- RFI log.

Assumptions:

- Consultant shall have access to Engineer of Record to confirm Submittal acceptance and RFI responses.
-

TASK 7 – CHANGE MANAGEMENT

- Track and manage changes via a case log including RFPs, Field Work Directives, and executed Change Orders and/ or Minor Change Orders.
- Provide independent cost estimates and time impact analysis as needed.
- On-site inspectors shall monitor force account work and maintain documentation.

Deliverables:

- Case management log.
 - Change Orders and backup.
 - Minor Change Orders.
 - Track and log force account records.
-

TASK 8 – ADDITIONAL SERVICES

Additional services may be provided only upon written authorization by the City. These services may include public meetings, outreach events, claims review, survey support, inspection coverage at City's request only, or project shutdowns. This scope and fee are based on **100 Working Days** and **do not include** contractor non-working days, suspensions, or delays.

Exhibit B

City of Bonney Lake

4/24/2026

Exhibit A-2
Bonney Lake Senior Center Facilities
Improvements
NHR Cost Computation
Akana



This cost computation is based 100 working days.

Akana Staff Category	Hours	Rate	Cost
Senior Construction Manager	5	\$ 243.65	\$ 1,218.00
Resident Engineer	300	\$ 191.88	\$ 57,564.00
Sr. Const. Inspector	0	\$ 160.03	\$ -
Documentation Specialist	100	\$ 112.50	\$ 11,250.00
Akana Accounting/PC Coordinator	10	\$ 36.06	\$ 361.00
Total Hours	415		\$ 70,393.00

Direct Labor Cost **\$ 70,393.00**

Direct Expenses	Unit	Cost	Total
Vehicle			\$ -
Mileage	1300 miles x	\$ 0.725 /mile	\$ 942.50

Sub-Total Direct Expenses **\$ -**

Subconsultants	Total
None	\$ -
Total	\$ -

Sub-Total Subconsultants **\$ -**

Sub-Total Project Cost Computation **\$ 71,335.50**

Management Reserve () **0**

Total Fee **\$ 71,335.50**

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

Agenda Bill Number:

Agenda Item Type: Ordinance

Presenter: Lauren Balisky, Development Services Manager

City Strategic Goal Category: None

Department/Division Submitting: Public Services Staff

Impacted Departments That Received Notification: Finance
Public Services

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

Short Background Summary:

PURPOSE

The purpose of this item is to brief the Community Development Committee on the proposed recodification (relocation and renumbering) of the Bonney Lake Municipal Code (BLMC) related to stormwater management and the stormwater utility. City staff is requesting initial review and comment on the draft Ordinance (see **Attachment A**).

DISCUSSION

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

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

TENTATIVE SCHEDULE

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

Budget Explanation:

N/A

Committee, Board, Commission, & Hearing Examiner Review

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

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

Date of Committee/Commission Public Hearing: 6/3/2026

Committee/Commission/Examiner Meeting Decision:

Council Action

Date of Council Workshop

Date of Council Meeting

Date of Council Public Hearing

6/16/2026

ORDINANCE NO. XXXX

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the Planning Commission held a public hearing on [Month Day], 2026, as required by BLMC 14.140.080 and recommended that the City Council [recommendation], as required by BLMC 14.140.100; and

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

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

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

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

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

13.19.020 Definitions.

...

I. “I”.

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

....

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

14.30.040 Exemptions.

...

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

...

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

....

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

14.70.040 Code modifications allowed by development agreement

...

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

...

- 2. The development standards do not:

...

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

....

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

15.36.040 Applicable civil improvements.

...

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

....

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

16.24.050 Hydrogeologic assessments – Level 2.

...

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

...

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

....

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

16.62.030 Decision criteria.

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

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

16.68.030 General landscaping requirements.

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

...

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

....

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

17.50.070 Utilities.

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

...

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

....

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

18.04.090 “I”.

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

....

Section 13. **Severability.** If any section, sentence, clause, or phrase of this Ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 14. Publication. This Ordinance shall be published by an approved summary consisting of the title.

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

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

ADOPTED by the City Council of the City of Bonney Lake and attested by the City Clerk in authentication of such passage on this ___ day of _____, 20__.

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

Terry Carter, Mayor

AUTHENTICATED:

Sadie A. Schaneman, MMC, City Clerk

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