

City Council Meeting

August 11, 2026
6:00 PM



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

AGENDA

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

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

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

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

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

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

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

I. Call to Order

A. Pledge of Allegiance

B. Roll Call

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

C. Agenda Modifications

D. Announcements

1. Recognizing An Achievement (No Advance Material)

E. Appointments

1. **AB26-63** - A Motion of the City Council of the City of Bonney Lake, Pierce County, Washington, Consenting To The Mayor's Reappointment of Civil Service Commissioner Susan Stinnet To A Civil Service Commissioner Position, With A Term Expiring April 6, 2032.

II. Council Committee Reports

III. Consent Agenda

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

- A. **Approval of Payroll:** July 1-16, 2026 For Checks #35511-35519 Including Direct Deposits and Electronic Transfers Totaling \$932,177.67. **Voids:** None.

- B. **Approval of Accounts Payable: 07/16/2026** voucher #102100 to #102197 in the amount of \$536,325.08. Wire transfers #202607161, #20260712, #20260716, #20260707, and #202607021 in the amount of \$68,061.72. **07/28/26** voucher #102198 to #102261 in the amount of \$104,022.42. Wire transfers #53429211, #20260721, #53403234 in the amount of \$95,933.06. **Voids:** Check # 102260 replaced with check #102261.
- C. **AB26-61** - A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Award Of Contract To Creative Roof Solutions For The Bonney Lake Police Department Roofing Project.
- D. **AB26-65** - A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Award Of Contract To National Facility Contractors For The Bonney Lake Police Department Flooring Project.

IV. Full Council Issues

- A. **AB26-50** - A Resolution Of The City Council Of The City of Bonney Lake, Pierce County, Washington, Adopting The Six-Year Transportation Improvement Program (2027-2033)
- B. **AB26-69** - A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign Amendment #1 To The Interlocal Agreement Between The City Of Bonney Lake And The Sumner – Bonney Lake School District To Extend The Expiration Date Of The Current Agreement From August 31, 2026 To August 31, 2027.

V. Audience Comments

Limited to 5 minutes for each speaker.

VI. Council Open Discussion

VII. Workshop Discussion Items

- A. **Review of Minutes:** July 21, 2026, City Council Meeting Minutes
- B. **AB26-62** - An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Relating To The Implementation Of A Public Safety Sales And Use Tax For Criminal Justice Purposes; Adding A New Chapter 3.46 Public Safety Sales And Use Tax To The Bonney Lake Municipal Code; Providing For Severability And Corrections; And Establishing An Effective Date. (No Advanced Material)
- C. Shared Street Discussion

VIII. Executive/Closed Session

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

- A. Closed Session: Pursuant to RCW 42.30.140(4)(a), To Discuss A Collective Bargaining Agreement.
- B. Executive Session: Pursuant to RCW 42.30.110 (1)(c), To Consider The Minimum Price At Which Real Estate Will Be Offered For Sale Or Lease When Public Knowledge Regarding Such Consideration Would Cause A Likelihood Of Decreased Price.

- C. Executive Session: Pursuant to RCW 42.30.110(1)(i). To Discuss Potential Litigation With Legal Counsel.

IX. Adjournment

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

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

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

Agenda Bill Number:	
Agenda Item Type:	Resolution
Presenter:	Jessica Yanak, Payroll Accountant
City Strategic Goal Category:	None
Department/Division Submitting:	Finance Staff
Impacted Departments That Received Notification:	Finance

Full Title/Motion: **Approval of Payroll:** July 1-16, 2026 For Checks #35511-35519 Including Direct Deposits and Electronic Transfers Totaling \$932,177.67. **Voids:** None.

Short Background Summary:
Approval of Payroll: July 1-16, 2026 For Checks #35511-35519 Including Direct Deposits and Electronic Transfers Totaling \$932,177.67. **Voids:** None.

Budget Explanation:

Committee, Board, Commission, & Hearing Examiner Review

Name Of Committee/Commission/Examiner Meeting:
Date of Committee/Commission/Examiner Meeting:
Date of Committee/Commission Public Hearing:
Committee/Commission/Examiner Meeting Decision:

Council Action		
Date of Council Workshop	Date of Council Meeting	Date of Council Public Hearing

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

Agenda Bill Number:

Agenda Item Type:

Resolution

Presenter:

Norielle Hernandez, Accounting Specialist
II

City Strategic Goal Category:

None

Department/Division Submitting:

Finance Staff

**Impacted Departments That Received
Notification:**

Finance

Full Title/Motion: Approval of Accounts Payable: 07/16/2026 voucher #102100 to #102197 in the amount of \$536,325.08. Wire transfers #202607161, #20260712, #20260716, #20260707, and #202607021 in the amount of \$68,061.72. **07/28/26** voucher #102198 to #102261 in the amount of \$104,022.42. Wire transfers #53429211, #20260721, #53403234 in the amount of \$95,933.06. **Voids:** Check # 102260 replaced with check #102261.

Short Background Summary:

AP Numbers For 08/11/2026 Council Meeting

Budget Explanation:

Committee, Board, Commission, & Hearing Examiner Review

Name Of Committee/Commission/Examiner Meeting:

Date of Committee/Commission/Examiner Meeting:

Date of Committee/Commission Public Hearing:

Committee/Commission/Examiner Meeting Decision:

Council Action

Date of Council Workshop

Date of Council Meeting

Date of Council Public Hearing

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

Agenda Bill Number:	AB26-61 -
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 Contract To Creative Roof Solutions For The Bonney Lake Police Department Roofing Project.

Short Background Summary:

The Public Safety Building's roof is thirty-four years old and needs replacement to prevent further water leaks and potential disruption to police operations and emergency communications. City staff reached out to four architectural / engineering firms for an estimate of services to develop plans and specifications to advertise the roof project. Innova Architects was selected and provided a scope and fee to prepare the bid documents. The City opened seven bids on July 9, 2026 and the responsible and responsive low bidder was determined to be Creative Roof Solutions in the amount of \$169,270.58 which includes sales tax. The total construction approval request is the responsive low bid amount of \$169,270.58.

One question that came up at the CDC meeting was what is the warranty period for the roofing materials and the workmanship. There is a one-year overall warranty on workmanship and a 50-year manufacturer warranty on shingles against defects. Additionally, there is a two-year workmanship warranty on shingle installation and a two-year manufacturer warranty on sealants. The warranty information was added as an attachment to the agenda packet.

Budget Explanation:

\$750,000 was budgeted for Police Department Improvements in the amended 2025/2026 budget that included roofing. There is \$618,694.31 remaining. The bid amount of \$169,270.58 will be paid from this balance. Remaining funding will be \$449,423.73.

Committee, Board, Commission, & Hearing Examiner Review

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

Date of Committee/Commission/Examiner Meeting: 8/4/2026

Date of Committee/Commission Public Hearing:

Committee/Commission/Examiner Meeting Decision: Move forward to the Consent Agenda.

Council Action

Date of Council Workshop

Date of Council Meeting

Date of Council Public Hearing

8/11/2026

City of Bonney Lake

Bid Tabulation

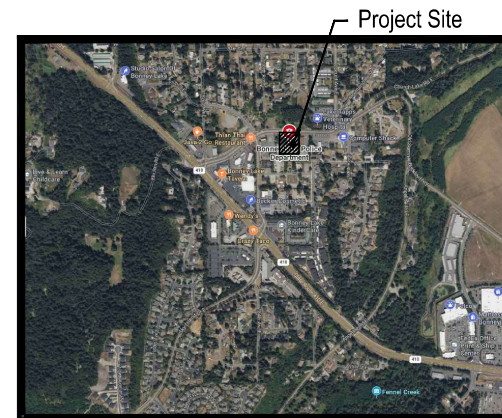
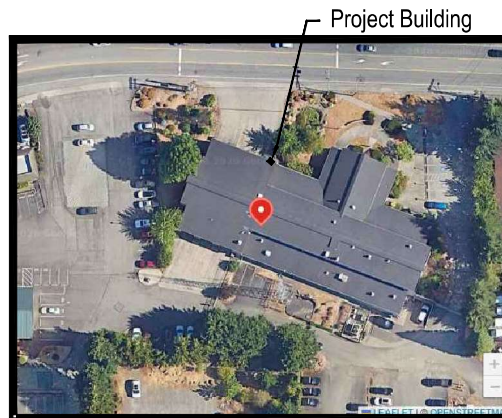
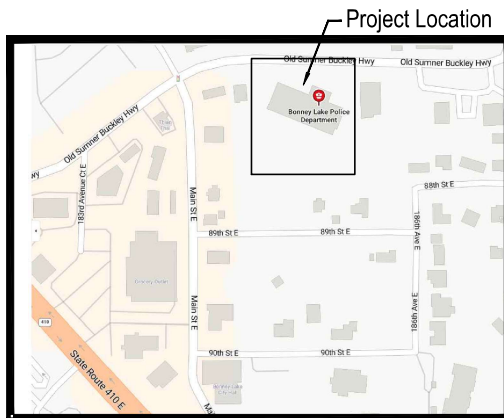
Police Department Roof Replacement

7/9/2026

				Apparent Low							
				ENG EST	Creative Roof Solutions	True Colors Contracting	True Shield Roofing	Broussard Roofing	Kbuilt LLC	Cascade Industrial	Topside Roofing
Bid Item	Description	Qty	Unit	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price
1	Minor Change Force Account	1	LS	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
2	Roofing replacement, in kind and removal/demolition of existing as shown on the drawings and as specified created by INNOVA Architects dated May 8, 2026.	1	LS	\$ 270,000	\$ 144,500	\$ 155,000	\$ 194,000	\$ 223,947	\$ 229,314	\$ 248,919	\$ 269,181
3	Remove and replace one 32SF sheet of plywood sheeting on roof with the same thickness, material and span rating.	1	EA	\$ 140	\$ 85.00	\$ 90	\$ 96	\$ 300.00	\$ 75	\$ 166	\$ 125
Subtotal - Base Bid (Items 1-3)				\$ 280,140	\$ 154,585	\$ 165,090	\$ 204,096	\$ 234,247	\$ 239,389	\$ 259,085	\$ 279,306
WA State Sales Tax (9.5%)				\$ 26,613	\$ 14,686	\$ 15,684	\$ 19,389	\$ 22,253	\$ 22,742	\$ 24,613	\$ 26,534
Total Bid Construction Cost				\$ 306,753	\$ 169,271	\$ 180,774	\$ 223,485	\$ 256,500	\$ 262,131	\$ 283,698	\$ 305,840

BONNEY LAKE POLICE DEPARTMENT ROOFING AND FLOORING

18421 Veterans Memorial Drive E; Bonney Lake, WA 98391



PROJECT INFORMATION, CITY OF BONNEY LAKE, WA

Location:
18421 VETERANS MEMORIAL DRIVE E
BONNEY LAKE, WA 98391

Parcel(s): 564000-1362

Proposed roofing replacement, in kind, and removal/demolition of existing as indicated on drawings. Proposed finish flooring replacement and base, in kind, and removal/demolition of existing as indicated on drawings. Existing interior stair treads to remain. Rooms indicated as N.I.C. have no work.

NO CHANGE TO EXISTING SF or FOOTPRINT

CONTACT DATA

OWNER: CITY OF BONNEY LAKE
BONNEY LAKE, WA 983891
CONTACT: KEN GILL, CITY ENGINEER
TEL: 253.447.4336
EMAIL: GillK@bonneylake.gov

ARCHITECT: INNOVA ARCHITECTS
950 PACIFIC AVENUE, SUITE 450
TACOMA, WA 98402
CONTACT: SCOTT SALADIS, AIA
TEL: 253.572.4903
EMAIL: SSaladis@INNOVAarchitects.com

SHEET INDEX

CS COVER SHEET

A1.1 FIRST FLOOR PLAN
A1.2 SECOND FLOOR PLAN

A2.1 ROOF PLAN - OVERALL EXISTING CONDITIONS
A2.2 ROOF PLAN - DETAILED EXISTING CONDITIONS
A2.3 ROOF PLAN - DETAILS NEW WORK
A2.4 FALL PROTECTION PLAN

A3.1 PHOTOS OVERALL EXISTING CONDITIONS
A3.2 PHOTOS OVERALL EXISTING CONDITIONS
A3.3 PHOTOS OVERALL EXISTING CONDITIONS
A3.4 PHOTOS OVERALL EXISTING CONDITIONS
A3.5 PHOTOS OVERALL EXISTING CONDITIONS
A3.6 PHOTOS OVERALL EXISTING CONDITIONS

A4.1 ROOF - NEW DETAILS
A4.2 ROOF - NEW DETAILS
A4.3 ROOF MANUFACTURER DETAILS

A5.1 NOT USED

A6.1 FIRST FLOOR FINISH FLOORING PLAN AND PARTIAL BASEMENT FINISH FLOORING PLAN
A6.2 SECOND FLOOR FINISH FLOORING PLAN
A6.3 FINISH SCHEDULE AND LEGEND
a6.4 FINISH DETAILS

A7.1 FLOORING FINISHES BOARD



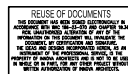
950 Pacific Avenue, Suite 450
Tacoma, WA 98402
253-572-4903

Project Title:
Bonney Lake Police
Department Renovation
18421 Veterans Memorial Drive E
Bonney Lake, WA 98391

Client:
City of Bonney Lake
21719 96th St. E
Buckley, WA 98321
Ken Gill, P.E. (253)447-4336

Job Number:
26-026

Issue Set and Date:
BID SET
7 MAY 2026



Revisions:

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COVER SHEET

Designed by: P McCormick

Drawn by: S Phillips

Checked by: S Saladis

Sheet Number:

CS
of Sheets



EXISTING CONDITION

51



EXISTING CONDITION

52



EXISTING CONDITION

53



EXISTING CONDITION

54



EXISTING CONDITION

55



EXISTING CONDITION

56



EXISTING CONDITION

58



EXISTING CONDITION

59



EXISTING CONDITION

60



EXISTING CONDITION

61



EXISTING CONDITION

62



EXISTING CONDITION

50

Project Title:

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Department Renovation
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REUSE OF DOCUMENTS
THIS DOCUMENT HAS BEEN REUSED IN THE PREPARATION OF THIS DOCUMENT. THE USER ASSUMES ALL LIABILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE USER ASSUMES ALL LIABILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE USER ASSUMES ALL LIABILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

Revisions:

Revisions:

Sheet Title:

PHOTOS OVERALL
EXISTING CONDITIONS

Designed by: P McCormick

Drawn by: S Phillips

Checked by: S Salas

Sheet Number:

A3.5
of Sheets

CITY OF BONNEY LAKE CONSTRUCTION CONTRACT

THIS AGREEMENT, is made and entered into this 11th day of August 2026 by and between the CITY OF BONNEY LAKE, a Washington municipal corporation, hereinafter referred to as the “**Owner**” and Creative Roof Solutions LLC, hereinafter referred to as the “**Contractor**.”

RECITALS:

WHEREAS, the Owner desires to have certain work, services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, the Contractor represents that the Contractor is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, to perform the work, services and/or tasks set forth in this Agreement; and

WHEREAS the Owner caused to be prepared certain plans and specifications described as the Contract Documents; and

WHEREAS, the Contractor did on the 7th day of July 2026, file with the Owner a proposal to construct said work according to the Contract Document and agreed to accept as payment therefore the sum fully stated and set forth in the proposal; and

WHEREAS, the Contract Documents fully and accurately describe the terms and conditions upon which the Contractor proposes to furnish said equipment, labor, materials, and appurtenances and perform said work, together with the manner and time of furnishing same;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the Parties hereto agree as follows:

AGREEMENT:

- 1. Contract Documents.** The Contractor shall perform such work and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof complete the Work described in the Contract Documents for the Project, the furnishing of all materials and equipment necessary for full performance thereof, as identified and designated as Contractor responsibilities throughout this Agreement, the Contract Documents, and as detailed in the plans and specifications described as Police Department Roof Replacement.

The following documents are collectively referred to as the “Contract” and/or “Contract Documents”:

- 1.1 This Agreement signed by the City and the Contractor;
- 1.2 Division 1 of WSDOT Standard Specifications for Road, Bridge and Municipal Construction, the most current edition, together with APWA Supplement (1-99), subject to specific provisions contained within the Public Works Terms and Conditions;

- 1.3 The General Conditions as included in the Bid Documents;
- 1.4 The attached Special Provisions, Plans, and Specifications as included in the Bid Documents;
- 1.5 The versions of the International Building Code (IBC) and Energy Code Compliance which are currently in effect in Washington, as the same may be modified by the City, at the time this Agreement is executed and/or the permits for this Project are issued;
- 1.6 Written change orders or orders for minor changes in the Work issued after execution of this Agreement;
- 1.7 City of Bonney Lake Public Works Project Terms and Conditions;
- 1.8 City of Bonney Lake Insurance and Bonding Requirements;
- 1.9 Appendix A: Non-Discrimination Statutes and Authorities;
- 1.10 Performance Bond;
- 1.11 Maintenance/Warranty Bond;
- 1.12 The Invitation to Bid, and bid proposal submitted by the Contractor, except when inconsistent with Contract Documents 1.1 – 1.7;
- 1.13 City of Bonney Lake Development Guidelines; and
- 1.14 The bid proposal submitted by the Contractor, except when inconsistent with Contract Documents 1.1 – 1.9.

All of the above listed Contract Documents are each made exhibits to this Agreement and are incorporated into the Agreement as if set forth in full. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. These Contract Documents complement each other in describing a complete work. Any requirement in one document binds as if stated in all. The Contractor shall provide any work or materials clearly implied in the Contract even if the Contract does not mention it specifically.

- 2. Date of Commencement and Substantial Completion Date.** The date of commencement shall be no later than Ten (10) days from the date the City issues the Notice to Proceed. The Contractor shall substantially complete the Work not later than FORTY-FIVE (45) CONSECUTIVE WORKING DAYS FROM THE NOTICE TO PROCEED] subject to adjustment by change order.
- 3. Contractor to Comply with Contract Documents.** The Contractor shall do all work and furnish all tools, materials, and equipment in accordance with the above-described Construction Contract Documents. The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing of the work provided for in these Construction

Contract Documents, except those items mentioned therein to be furnished by the City. Contractor represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices in effect at the time such services are performed.

4. **Maximum Payment.** Subject to additions and deductions by change order, the construction maximum payment is the base bid amount of **One Hundred Sixty Nine Thousand Two Hundred Seventy One Dollars (\$169,271) (applicable sales tax included)** (hereinafter "Contract Sum"). The construction Contract Sum shall include all items and services necessary for the proper execution and completion of the work. The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials and to do and cause to be done the work described in the Contract Documents and to complete and finish the same according to the plans and specifications and the terms and conditions herein contained; and hereby contracts to pay for the same at the time and in the manner and upon the conditions provided for in this Contract.
5. **Responsibility for Damage.** The Contractor agrees that it shall promptly and fully repair and replace all property of the City and all property of others damaged by Contractor, Contractor's employees, sub-contractors, and agents.
6. **Binding Effect of Contract Documents.** The Contractor does hereby agree to the full performance of all the covenants herein upon the part of the Contractor. Such agreement shall be binding upon Contractor's heirs, executors, administrators, successors, and assigns.
7. **Limitation of Liability.** It is further provided that no liability shall attach to the City of Bonney Lake by reason of entering into this Construction Contract, except as expressly provided herein.
8. **Compliance with Laws.** The Contractor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid. The Contractor agrees to furnish insurance of the types and in the amounts set forth in the Construction Contract Documents. The Contractor warrants that it is licensed and authorized to do business under the laws of the State of Washington and has not been suspended or debarred in the past three (3) years.

Therefore, during the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest agrees as follows:

- 8.1 *Compliance with Regulations.* The Contractor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
- 8.2 *Nondiscrimination.* The Contractor, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors,

including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix A, attached hereto and incorporated herein by this reference, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.

8.3 *Solicitations for Subcontracts, Including Procurements of Materials and Equipment.* In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Agreement and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.

8.4 *Information and Reports.* The Contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the City or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

8.5 *Sanctions for Noncompliance.* In the event of the Contractor's noncompliance with the Non-discrimination provisions of this Agreement, the City will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- A. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
- B. Cancelling, terminating, or suspending the Agreement, in whole or in part.

8.6 *Incorporation of Provisions.* The Contractor will include the above provisions of sections 8.1 through 8.5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the City or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

9. Public Records Act Chapter 42.56 RCW. Contractor understands that her/his/its bid response documents, and any contract documents may be subject to release under the Public Records Act Chapter 42.56 RCW and the City may be required to disclose such documents upon a request. Contractor acknowledges that she/he/it has been advised to mark any records

believed to be trade secrets or confidential in nature as “confidential.” If records marked as “confidential” are found to be responsive to the request for records, the City as a courtesy to the Contractor, may elect to give notice to Contractor of the request so as to allow Contractor to seek a protective order from a Court. Contractor acknowledges and agrees that any records deemed responsive to a public records request may be released at the sole discretion of, and without notice by, the City.

10. Warranty. Upon acceptance of the contract work, Contractor must provide the City a one-year warranty bond in the amount of five percent (5%) of the contract price a form and amount acceptable to the City. The Contractor shall correct all defects in workmanship and materials within two (2) years from the date of the City’s acceptance of the Contract work, including replacing vegetation that fails to thrive. In the event any parts are repaired or replaced, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) additional year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Contractor shall pay all costs incurred by the City in order to accomplish the correction.

11. Miscellaneous Provisions.

11.1 *Non-Waiver of Breach.* The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements, or options, and the same shall be and remain in full force and effect.

11.2 *Resolution of Disputes and Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from the Parties’ performance of this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the Pierce County Superior Court, Pierce County, Washington, unless the Parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the Parties’ performance of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys’ fees, expert witness fees, and costs for such litigation, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City’s right to indemnification under Section 11 of this Agreement.

11.3 *Written Notice.* All communications regarding this Agreement shall be sent to the Parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail and shall be deemed

sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

- 11.4 *Assignment.* Any assignment of this Agreement by either Party without the written consent of the non-assigning Party shall be void. If the non-assigning Party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.
- 11.5 *Modification.* No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Contractor.
- 11.6 *Entire Agreement.* The written provisions and terms of this Agreement, together with all of the Contract Documents, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the documents listed within this Agreement are hereby made a part of this Agreement.
- 11.7 *Compliance with Laws.* The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.
- 11.8 *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.

IN WITNESS WHEREOF, the Parties hereto have caused this contract to be duly executed on the date first written above.

CITY OF BONNEY LAKE

CONTRACTOR

Terry Carter, Mayor

By: Robert Zoellin

Its: Owner

Email: robert@creativeroofsllc.com

ATTEST/AUTHENTICATE:

Sadie A. Schaneman, MMC

APPROVED AS TO FORM:

Jennifer S. Robertson, City Attorney

PROPOSAL

Contractor: Creative Roof Solutions
City: Lake Stevens, State: WA
Date: 6/19/2026, in the year of 2026

The Honorable City Council
City of Bonney Lake
9002 Main St East
Bonney Lake WA 98391

Pursuant to and in compliance with your invitation for bids and all other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, proposes and agrees to perform, within the time stipulated, the contract, if this project is accepted, including all its component parts and everything required to be performed, and to provide and furnish any and all labor, materials, tools, expendable equipment, an all utility and transportation services necessary to perform the contract, complete, in a workmanlike manner, of all the work covered by the contract in connection with the City of Bonney Lake's project designated as **Police Department Roofing Replacement** and as required by and in strict conformance with the specifications, contract plans and the standard plans for the following unit prices.

Note: Unit prices of all items; all extensions and total amount of bid must be shown. Show unit prices in both words and figures and, where conflict occurs, the written or typed words prevail.

All bidders shall sign the proposal in the space provided.

The successful bidder shall execute and furnish the attached (no substitution allowed) performance bond and Agreement within twenty (20) calendar days after the date of award of contract unless a written extension is granted by City of Bonney Lake.

The contractor agrees to perform the complete contract work as specified, including corrections, finishing and cleaning up within 45 consecutive working days, beginning the date given in the notice to proceed by City of Bonney Lake.

The proposal, together with the Contract Documents, when endorsed by City of Bonney Lake shall become a contract binding on both parties thereto, whereby the contractor agrees to perform the complete contract work, as specified, and City of Bonney Lake agrees to make payment to the contractor, as specified, for said completed and accepted work.

Dated this 19th day of June, in the year of 2026.

Contractor Creative Roof Solutions

Address 12505 19th PL SE
Lake Stevens, WA 98254

Telephone 425 268 3003 Washington State License No. CREATILS783K0

By: Robert Zallin

Title: owner

Attest: (If Corporation)

Witness: (If Individual or Partnership)

Lisa Zallin

Acknowledgement of Receipt of Addenda:

No. <u>1</u>	Date <u>6/19/26</u>	Initials <u>FLZ</u>
No. <u>2</u>	Date <u>7/2/26</u>	Initials <u>FLZ</u>
No. _____	Date _____	Initials _____
No. _____	Date _____	Initials _____
No. _____	Date _____	Initials _____

SCHEDULE OF PRICES
Police Department Roof Replacement

Bid Item	Quantity	Description	Total Price
1.	1-Force Account	Minor Change Force Account \$ <u>Ten thousand dollars and zero cents</u> (unit price in words)	\$ <u>10,000</u>
2.	1-Lump Sum	Proposed roofing replacement, in kind, and removal/demolition of existing as shown on the drawings and as specified in the bid specifications created by INNOVA Architects dated May 8, 2026. \$ <u>one hundred forty four thousand</u> (unit price in words)	\$ <u>144,500</u>
3.	1-Each	Remove and replace one 32 square feet sheet of plywood sheet on roof with same original thickness, material and span rating. \$ <u>85.00</u> (unit price in words)	\$ <u>85.00</u>
		Subtotal (Items 1 – 3)	154,585
		Washington State Sales Tax (9.5%)	14,685.57
		Total Bid Amount	169,270.57

Bonney Lake Police Department Roofing Project
Warranty Information

One year overall warranty on workmanship

50-year manufacturer warranty on shingles against defects

Two year workmanship warranty on shingle installation

Two year manufacturer warranty on sealants

1-05.11(2) Final Inspection and Physical Completion Date

1-05.12(1) Warranty

The Contractor shall guarantee the work for a period of one year from the date of acceptance against defects in the work as described in the construction drawings and project specifications and otherwise set forth in the contract documents.

One year overall warranty on workmanship

SECTION 07 31 13

ASPHALT SHINGLES - MALARKEY ROOFING

1.04 WARRANTY

A. Manufacturer Warranty: Provide 50-year manufacturer warranty for streaks and fabrication defects. Complete forms in Owner's name and register with manufacturer.

B. Extended Correction Period: Correct defective work within 2-year period commencing on Date of Substantial Completion.

50-year manufacturer warranty on shingles against defects and 2-year workmanship warranty on shingle installation

SECTION 07 92 00

JOINT SEALANTS

1.03 WARRANTY

A. See Section 1-05.12 (1) Warranty for additional warranty requirements.

B. Manufacturer Warranty: Provide 2-year manufacturer warranty for installed sealants and accessories that fail to achieve a watertight seal, exhibit loss of adhesion or cohesion, or do not cure. Complete forms in Owner's name and register with manufacturer.

Two year manufacturer warranty on sealants

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

Agenda Bill Number:	AB26-65 -
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 Contract To National Facility Contractors For The Bonney Lake Police Department Flooring Project.

Short Background Summary:

The Public Safety Building's interior flooring is deteriorated and in need of replacement. City staff reached out to four architectural / engineering firms for an estimate of services to develop plans and specifications to advertise the flooring project. Innova Architects was selected and provided a scope and fee to prepare the bid documents. The City opened three bids on July 22, 2026 and the responsible and responsive low bidder was determined to be National Facility Contractors in the amount of \$205,873.14 which includes sales tax. The total construction approval request is the responsive low bid amount of \$205,873.14. Note the sales tax rate during bid package preparation was 9.5% and as shown on the bid tab. The current sales tax rate (as of July 1st, 2026) is 9.6%.

Budget Explanation:

\$750,000 was budgeted for Police Department Improvements in the amended 2025/2026 budget that included interior flooring. This fund has \$449,423.73 remaining, which assumes the amount needed for the PD roofing project. The bid amount of \$205,873.14 will be paid from this balance. Remaining funding available is \$243,550.59.

Committee, Board, Commission, & Hearing Examiner Review

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

Date of Committee/Commission/Examiner Meeting: 8/4/2026

Date of Committee/Commission Public Hearing:

Committee/Commission/Examiner Meeting Decision: Move forward to the Consent Agenda

Council Action

Date of Council Workshop

Date of Council Meeting

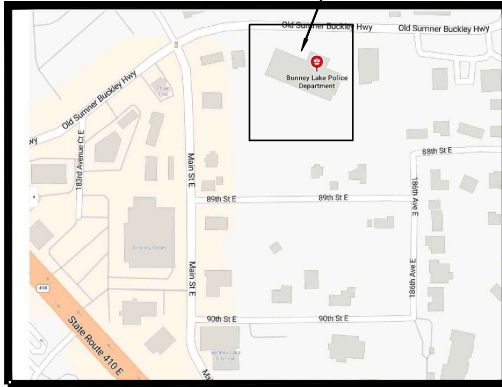
Date of Council Public Hearing

8/11/2026

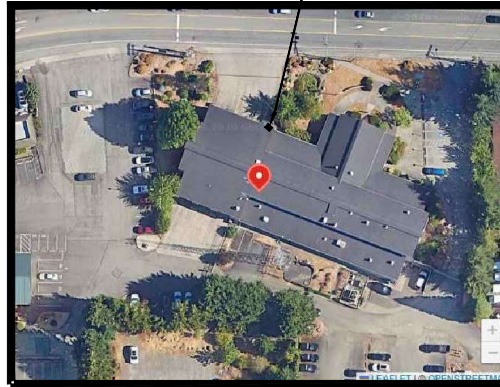
BONNEY LAKE POLICE DEPARTMENT FLOORING

18421 Veterans Memorial Drive E; Bonney Lake, WA 98391

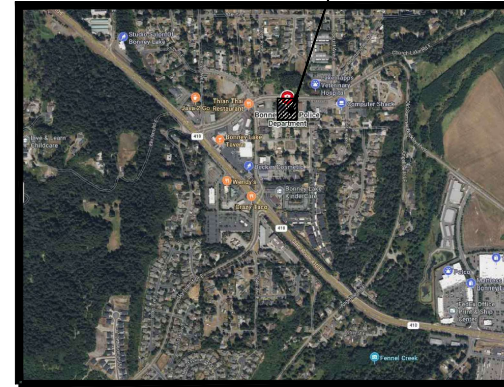
PROJECT LOCATION



PROJECT BUILDING



PROJECT SITE



PROJECT INFORMATION, CITY OF BONNEY LAKE, WA

LOCATION:
18421 VETERANS MEMORIAL DRIVE E
BONNEY LAKE, WA 98391

Parcel(s): 564000-1362

PROPOSED FINISH FLOORING REPLACEMENT AND BASE, IN KIND, AND REMOVAL/DEMOLITION OF EXISTING AS INDICATED ON DRAWINGS. EXISTING INTERIOR STAIR TREADS TO REMAIN. ROOMS INDICATED AS N.I.C. HAVE NO WORK.

NO CHANGE TO EXISTING SF or FOOTPRINT

CONTACT DATA

OWNER:

CITY OF BONNEY LAKE
BONNEY LAKE, WA 983891
CONTACT: KEN GILL, CITY ENGINEER
TEL: 253.447.4336
EMAIL: GILLK@bonneylake.gov

ARCHITECT:

INNOVA ARCHITECTS
950 PACIFIC AVENUE, SUITE 450
TACOMA, WA 98402
CONTACT: SCOTT SALADIS, AIA
TEL: 253.572.4903
EMAIL: SSaladis@INNOVAarchitects.com

SHEET INDEX

CS COVER SHEET

A6.1 FIRST FLOOR FINISH FLOORING PLAN AND PARTIAL BASEMENT FINISH FLOORING PLAN
A6.2 SECOND FLOOR FINISH FLOORING PLAN
A6.3 FINISH SCHEDULE AND LEGEND
A6.4 FINISH DETAILS

A7.1 FLOORING FINISHES BOARD



950 Pacific Avenue, Suite 450
Tacoma, WA 98402
253-572-4903

Project Title:

Bonney Lake Police
Department Renovation
18421 Veterans Memorial Drive E
Bonney Lake, WA 98391

Client:

City of Bonney Lake
21719 96th St. E
Buckley, WA 98321
Ken Gill, P.E. (253)447-4336

Job Number:

26-026

Issue Set and Date:

BID SET
17 JUNE 2026



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Revisions:	

Sheet Title:

COVER SHEET

Designed by: P McCormick

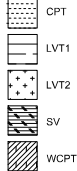
Drawn by: S Phillips

Checked by: S. Saladis

Sheet Number:

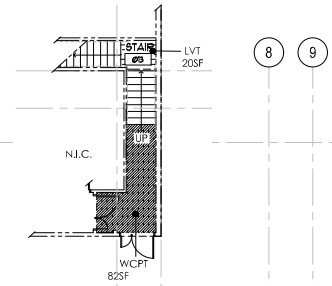
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FINISH LEGEND



GENERAL FLOOR FINISH NOTES

1. SEE FINISH SCHEDULE AND SPECIFICATIONS FOR ADD'L FLOOR FINISH REQUIREMENTS, TYP.
2. SEE COLOR SCHEDULE FOR COLOR SELECTIONS.
3. ALL FLOOR FINISH MATERIALS SHALL BE CONTINUED THROUGHOUT ROOMS AND ARE TO BE INSTALLED UNDER ALL MOBILE ITEMS SUCH AS EQUIPMENT, FURNITURE, LOCKERS, AND UNDER COUNTERS WITHOUT BASE CABINETS, TYP. COORDINATE MOVEMENT AND STORAGE WITH OWNER.
4. FLOOR FINISH TO BE CONTINUOUS THROUGH ALL DOOR FRAME OPENINGS WHETHER SHOWN ON THE DRAWINGS OR NOT. SEE SPECS AND DETAILS FOR ADDITIONAL THRESHOLD AND TRANSITION REQUIREMENTS, TYP.



PARTIAL BASEMENT
FINISH FLOORING PLAN

FIRST FLOOR FINISH FLOORING PLAN

Project Title:

Bonney Lake Police
Department Renovation
18421 Veterans Memorial Drive E
Bonney Lake, WA 98391

Client:

City of Bonney Lake
21719 96th St. E
Buckley, WA 98321
Ken Gill, P.E. (253)447-4336

Job Number:

26-026

Issue Set and Date:

BID SET
17 JUNE 2026



REUSE OF DOCUMENTS
THIS DRAWING HAS BEEN REPRODUCED IN WHOLE OR IN PART FOR THE PROJECT IDENTIFIED ABOVE. ANY REUSE OF THIS DRAWING FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF INNOVA ARCHITECTS IS PROHIBITED. THE USER ASSUMES ALL LIABILITY FOR ANY ERRORS OR OMISSIONS IN THIS DRAWING. INNOVA ARCHITECTS SHALL NOT BE RESPONSIBLE FOR ANY SUCH REUSE.

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Revisions:	
Sheet Title:	

FIRST FLOOR FINISH FLOORING PLAN

Designed by: P McCormick

Drawn by: S Phillips

Checked by: S Salda

Sheet Number:

A6.1

of Sheets

Project Title:

**Bonney Lake Police
Department Renovation**
18421 Veterans Memorial Drive E
Bonney Lake, WA 98391

Client:

City of Bonney Lake
21719 96th St. E
Buckley, WA 98321
Ken Gill, P.E. (253)447-4336

Job Number:

26-026

Issue Set and Date:

BID SET
17 JUNE 2026



REUSE OF DOCUMENTS
THIS DRAWING HAS BEEN REPRODUCED FROM AN EXISTING SET OF DRAWINGS. THE USER ASSUMES ALL RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION AND DATA PROVIDED. NO WARRANTY IS MADE BY THE ARCHITECT FOR THE ACCURACY OF THE INFORMATION AND DATA PROVIDED. THE USER ASSUMES ALL RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION AND DATA PROVIDED. THE USER ASSUMES ALL RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION AND DATA PROVIDED.

Revisions:

Sheet Title:

**SECOND FLOOR
FINISH FLOORING PLAN**

Designed by: P McCormick

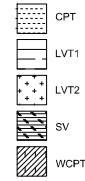
Drawn by: S Phillips

Checked by: S. Salas

Sheet Number:

A6.2
of Sheets

FINISH LEGEND



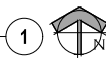
GENERAL FLOOR FINISH NOTES

1. SEE FINISH SCHEDULE AND SPECIFICATIONS FOR ADD'L FLOOR FINISH REQUIREMENTS, TYP.
2. SEE COLOR SCHEDULE FOR COLOR SELECTIONS.
3. ALL FLOOR FINISH MATERIALS SHALL BE CONTINUED THROUGHOUT ROOMS AND ARE TO BE INSTALLED UNDER ALL MOBILE ITEMS SUCH AS EQUIPMENT, FURNITURE, LOCKERS, AND UNDER COUNTERS WITHOUT BASE CABINETS, TYP. COORDINATE MOVEMENT AND STORAGE WITH OWNER.
4. FLOOR FINISH TO BE CONTINUOUS THROUGH ALL DOOR FRAME OPENINGS WHETHER SHOWN ON THE DRAWINGS OR NOT. SEE SPECS AND DETAILS FOR ADDITIONAL THRESHOLD AND TRANSITION REQUIREMENTS, TYP.



SECOND FLOOR FINISH FLOORING PLAN

1/8" = 1'-0"



Project Title:

Bonney Lake Police
Department Renovation
18421 Veterans Memorial Drive E
Bonney Lake, WA 98391

Client:

City of Bonney Lake
21719 96th St. E
Buckley, WA 98321
Ken Gill, P.E. (253)447-4336

Job Number:

26-026

Issue Set and Date:

BID SET
17 JUNE 2026



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△	
Revisions:	

Sheet Title:

FINISH BOARD

Designed by: P McCormick

Drawn by: S Phillips

Checked by: S. Saladis

Sheet Number:

A7.1
of Sheets



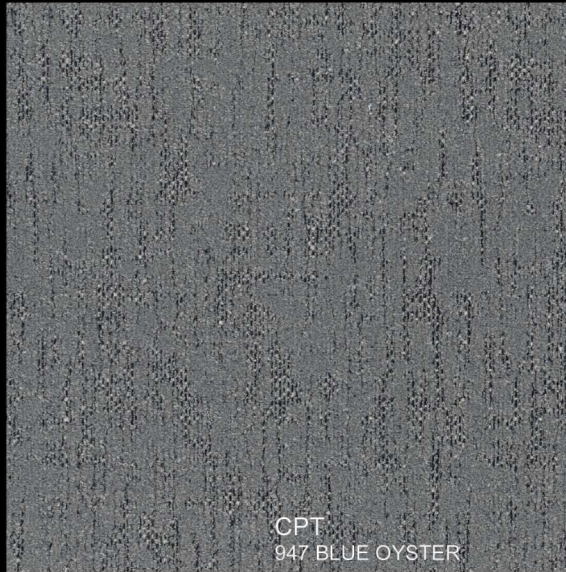
WCPT
569 STEEL BLUE



LVT1
958 TWO TONE



RB
955 SMOKE



CPT
947 BLUE OYSTER



SV
84620 CHATEAU GRAY

City of Bonney Lake

Bid Tabulation

Police Department Flooring Project

7/22/2026

				Apparent Low				Non-Responsive
				ENG EST	National Facility	JXA Interior	Kbuilt	Faravon
Bid Item	Description	Qty	Unit	Total Price	Total Price	Total Price	Total Price	Total Price
1	Minor Change	1	FA	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	Bid from Faravon Construction Group delivered at 1:15PM and after the 11AM bid opening. Bid was determined to be non responsive and mailed back unopened to Laura Ergasheva with Faravon Construction Group on 7/23/26. KG
2	Proposed finish flooring replacement and base, in kind, and removal/demolition of existing as shown in the drawings and as specified in the plans and bid specifications created by INNOVA Architects dated June 12, 2026.	1	LS	\$ 176,885	\$ 172,862	\$ 219,000	\$ 221,315	
3	Unit price to remove and replace an additional 100 SF of Carpet in areas not yet requested	1	EA	\$ 103.20	\$ 950	\$ 1,400	\$ 7.90	
4	Unit price to remove and replace an additional 100 SF of Luxury Vinyl Tile in areas not yet requested.	1	EA	\$ 103.20	\$ 800	\$ 1,300	\$ 5.31	
5	Unit price to remove and replace an additional 100 SF of Resilient Sheet Vinyl in areas not yet requested.	1	EA	\$ 103.20	\$ 1,350	\$ 1,400	\$ 7.44	
6	Unit price to remove and replace an additional 100 SF of Resilient Base in areas not yet requested.	1	EA	\$ 103.20	\$ 500	\$ 500	\$ 3.00	
7	Unit price to remove and replace an additional 100 SF of Walk Off Carpet in areas not yet requested.	1	EA	\$ 103.20	\$ 1,550	\$ 1,800	\$ 11.01	
Subtotal - Base Bid (Items 1-7)				\$ 187,401	\$ 188,012	\$ 235,400	\$ 231,349.62	\$ -
WA State Sales Tax (9.5%)				\$ 17,803.10	\$ 17,861.14	\$ 22,363.00	\$ 21,978.21	\$ -
Total Bid Construction Cost				\$ 205,204.10	\$ 205,873.14	\$ 257,763.00	\$ 253,327.83	\$ -

CITY OF BONNEY LAKE CONSTRUCTION CONTRACT

THIS AGREEMENT, is made and entered into this 11th day of August 2026 by and between the CITY OF BONNEY LAKE, a Washington municipal corporation, hereinafter referred to as the “**Owner**” and National Facility Contractors, LLC, hereinafter referred to as the “**Contractor**.”

RECITALS:

WHEREAS, the Owner desires to have certain work, services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, the Contractor represents that the Contractor is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, to perform the work, services and/or tasks set forth in this Agreement; and

WHEREAS the Owner caused to be prepared certain plans and specifications described as the Contract Documents; and

WHEREAS, the Contractor did on the 22nd day of July 2026, file with the Owner a proposal to construct said work according to the Contract Document and agreed to accept as payment therefore the sum fully stated and set forth in the proposal; and

WHEREAS, the Contract Documents fully and accurately describe the terms and conditions upon which the Contractor proposes to furnish said equipment, labor, materials, and appurtenances and perform said work, together with the manner and time of furnishing same;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the Parties hereto agree as follows:

AGREEMENT:

- 1. Contract Documents.** The Contractor shall perform such work and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof complete the Work described in the Contract Documents for the Project, the furnishing of all materials and equipment necessary for full performance thereof, as identified and designated as Contractor responsibilities throughout this Agreement, the Contract Documents, and as detailed in the plans and specifications described as Police Department Flooring.

The following documents are collectively referred to as the “Contract” and/or “Contract Documents”:

- 1.1 This Agreement signed by the City and the Contractor;
- 1.2 Division 1 of WSDOT Standard Specifications for Road, Bridge and Municipal Construction, the most current edition, together with APWA Supplement (1-99), subject to specific provisions contained within the Public Works Terms and Conditions;

- 1.3 The General Conditions as included in the Bid Documents;
- 1.4 The attached Special Provisions, Plans, and Specifications as included in the Bid Documents;
- 1.5 The versions of the International Building Code (IBC) and Energy Code Compliance which are currently in effect in Washington, as the same may be modified by the City, at the time this Agreement is executed and/or the permits for this Project are issued;
- 1.6 Written change orders or orders for minor changes in the Work issued after execution of this Agreement;
- 1.7 City of Bonney Lake Public Works Project Terms and Conditions;
- 1.8 City of Bonney Lake Insurance and Bonding Requirements;
- 1.9 Appendix A: Non-Discrimination Statutes and Authorities;
- 1.10 Performance Bond;
- 1.11 Maintenance/Warranty Bond;
- 1.12 The Invitation to Bid, and bid proposal submitted by the Contractor, except when inconsistent with Contract Documents 1.1 – 1.7;
- 1.13 City of Bonney Lake Development Guidelines; and
- 1.14 The bid proposal submitted by the Contractor, except when inconsistent with Contract Documents 1.1 – 1.9.

All of the above listed Contract Documents are each made exhibits to this Agreement and are incorporated into the Agreement as if set forth in full. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. These Contract Documents complement each other in describing a complete work. Any requirement in one document binds as if stated in all. The Contractor shall provide any work or materials clearly implied in the Contract even if the Contract does not mention it specifically.

- 2. Date of Commencement and Substantial Completion Date.** The date of commencement shall be no later than Ten (10) days from the date the City issues the Notice to Proceed. The Contractor shall substantially complete the Work not later than FORTY (40) CONSECUTIVE WORKING DAYS FROM THE NOTICE TO PROCEED subject to adjustment by change order.
- 3. Contractor to Comply with Contract Documents.** The Contractor shall do all work and furnish all tools, materials, and equipment in accordance with the above-described Construction Contract Documents. The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing of the work provided for in these Construction

Contract Documents, except those items mentioned therein to be furnished by the City. Contractor represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices in effect at the time such services are performed.

4. **Maximum Payment.** Subject to additions and deductions by change order, the construction maximum payment is the base bid amount of **Two Hundred Five Thousand Eight Hundred Seventy-Four Dollars (\$205,874) (applicable sales tax included)** (hereinafter "Contract Sum"). The construction Contract Sum shall include all items and services necessary for the proper execution and completion of the work. The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials and to do and cause to be done the work described in the Contract Documents and to complete and finish the same according to the plans and specifications and the terms and conditions herein contained; and hereby contracts to pay for the same at the time and in the manner and upon the conditions provided for in this Contract.
5. **Responsibility for Damage.** The Contractor agrees that it shall promptly and fully repair and replace all property of the City and all property of others damaged by Contractor, Contractor's employees, sub-contractors, and agents.
6. **Binding Effect of Contract Documents.** The Contractor does hereby agree to the full performance of all the covenants herein upon the part of the Contractor. Such agreement shall be binding upon Contractor's heirs, executors, administrators, successors, and assigns.
7. **Limitation of Liability.** It is further provided that no liability shall attach to the City of Bonney Lake by reason of entering into this Construction Contract, except as expressly provided herein.
8. **Compliance with Laws.** The Contractor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid. The Contractor agrees to furnish insurance of the types and in the amounts set forth in the Construction Contract Documents. The Contractor warrants that it is licensed and authorized to do business under the laws of the State of Washington and has not been suspended or debarred in the past three (3) years.

Therefore, during the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest agrees as follows:

- 8.1 *Compliance with Regulations.* The Contractor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
- 8.2 *Nondiscrimination.* The Contractor, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors,

including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix A, attached hereto and incorporated herein by this reference, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.

8.3 *Solicitations for Subcontracts, Including Procurements of Materials and Equipment.* In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Agreement and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.

8.4 *Information and Reports.* The Contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the City or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

8.5 *Sanctions for Noncompliance.* In the event of the Contractor's noncompliance with the Non-discrimination provisions of this Agreement, the City will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- A. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
- B. Cancelling, terminating, or suspending the Agreement, in whole or in part.

8.6 *Incorporation of Provisions.* The Contractor will include the above provisions of sections 8.1 through 8.5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the City or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

9. Public Records Act Chapter 42.56 RCW. Contractor understands that her/his/its bid response documents, and any contract documents may be subject to release under the Public Records Act Chapter 42.56 RCW and the City may be required to disclose such documents upon a request. Contractor acknowledges that she/he/it has been advised to mark any records

believed to be trade secrets or confidential in nature as “confidential.” If records marked as “confidential” are found to be responsive to the request for records, the City as a courtesy to the Contractor, may elect to give notice to Contractor of the request so as to allow Contractor to seek a protective order from a Court. Contractor acknowledges and agrees that any records deemed responsive to a public records request may be released at the sole discretion of, and without notice by, the City.

10. Warranty. Upon acceptance of the contract work, Contractor must provide the City a one-year warranty bond in the amount of five percent (5%) of the contract price a form and amount acceptable to the City. The Contractor shall correct all defects in workmanship and materials within two (2) years from the date of the City’s acceptance of the Contract work, including replacing vegetation that fails to thrive. In the event any parts are repaired or replaced, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) additional year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Contractor shall pay all costs incurred by the City in order to accomplish the correction.

11. Miscellaneous Provisions.

11.1 *Non-Waiver of Breach.* The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements, or options, and the same shall be and remain in full force and effect.

11.2 *Resolution of Disputes and Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from the Parties’ performance of this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the Pierce County Superior Court, Pierce County, Washington, unless the Parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the Parties’ performance of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys’ fees, expert witness fees, and costs for such litigation, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City’s right to indemnification under Section 11 of this Agreement.

11.3 *Written Notice.* All communications regarding this Agreement shall be sent to the Parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail and shall be deemed

sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

- 11.4 *Assignment.* Any assignment of this Agreement by either Party without the written consent of the non-assigning Party shall be void. If the non-assigning Party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.
- 11.5 *Modification.* No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Contractor.
- 11.6 *Entire Agreement.* The written provisions and terms of this Agreement, together with all of the Contract Documents, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the documents listed within this Agreement are hereby made a part of this Agreement.
- 11.7 *Compliance with Laws.* The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.
- 11.8 *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.

IN WITNESS WHEREOF, the Parties hereto have caused this contract to be duly executed on the date first written above.

CITY OF BONNEY LAKE

CONTRACTOR

Terry Carter, Mayor

By: Isaac Arneson
Its: Vice President of Sales & Marketing
Email:

ATTEST/AUTHENTICATE:

Sadie A. Schaneman, MMC

APPROVED AS TO FORM:

Jennifer S. Robertson, City Attorney

PROPOSAL

Contractor: National Facility Contractors, LLC
City: Snohomish, State: Washington
Date: July 21, in the year of 2024

The Honorable City Council
City of Bonney Lake
9002 Main St East
Bonney Lake WA 98391

Pursuant to and in compliance with your invitation for bids and all other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, proposes and agrees to perform, within the time stipulated, the contract, if this project is accepted, including all its component parts and everything required to be performed, and to provide and furnish any and all labor, materials, tools, expendable equipment, an all utility and transportation services necessary to perform the contract, complete, in a workmanlike manner, of all the work covered by the contract in connection with the City of Bonney Lake's project designated as Police Department Flooring and as required by and in strict conformance with the specifications, contract plans and the standard plans for the following unit prices.

Note: Unit prices of all items; all extensions and total amount of bid must be shown. Show unit prices in both words and figures and, where conflict occurs, the written or typed words prevail.

All bidders shall sign the proposal in the space provided.

The successful bidder shall execute and furnish the attached (no substitution allowed) performance bond and Agreement within twenty (20) calendar days after the date of award of contract unless a written extension is granted by City of Bonney Lake.

The contractor agrees to perform the complete contract work as specified, including corrections, finishing and cleaning up within 45 consecutive working days, beginning the date given in the notice to proceed by City of Bonney Lake.

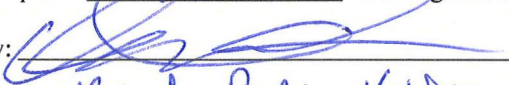
The proposal, together with the Contract Documents, when endorsed by City of Bonney Lake shall become a contract binding on both parties thereto, whereby the contractor agrees to perform the complete contract work, as specified, and City of Bonney Lake agrees to make payment to the contractor, as specified, for said completed and accepted work.

Dated this 21st day of July, in the year of 2026.

Contractor National Facility contractors, LLC

Address 4320 196th St SW #B137
Lynnwood, WA 98036

Telephone 206-804-1205 Washington State License No. NATIOFC767RK

By: 

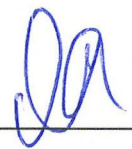
Title: VP Sales & Marketing

Attest: (If Corporation)

Tina Roth

Witness: (If Individual or Partnership)

Acknowledgement of Receipt of Addenda:

No. 1 Date July 21, 2026 Initials 

No. _____ Date _____ Initials _____

No. _____ Date _____ Initials _____

No. _____ Date _____ Initials _____

No. _____ Date _____ Initials _____

SCHEDULE OF PRICES
Police Department Flooring Replacement

Bid Item	Quantity	Description	Total Price
1.	<i>1-Minor Change</i>	Minor Change \$ <u>Ten thousand dollars and zero cents</u> (unit price in words)	\$10,000
2.	<i>1-Lump Sum</i>	Proposed finish flooring replacement and base, in kind, and removal/demolition of existing as shown on the drawings and as specified in the plans and bid specifications created by INNOVA Architects dated June 12, 2026. \$ <u>one hundred seventy two thousand and eight hundred sixty two 00/100</u> (unit price in words)	\$ <u>172,862</u>
3.	<i>1-Each</i>	Unit price to remove and replace an additional 100 SF of Carpet in areas not yet requested. \$ <u>nine hundred fifty dollars 00/100</u> (unit price in words)	\$ <u>950.00</u>
4.	<i>1-Each</i>	Unit price to remove and replace an additional 100 SF of Luxury Vinyl Tile in areas not yet requested. \$ <u>eight hundred dollars 00/100</u> (unit price in words)	\$ <u>800.00</u>
5.	<i>1-Each</i>	Unit price to remove and replace an additional 100 SF of Resilient Sheet Vinyl in areas not yet requested. \$ <u>one thousand three hundred & fifty 00/100</u> (unit price in words)	\$ <u>1350.00</u>
6.	<i>1-Each</i>	Unit price to remove and replace an additional 100 SF of Resilient Base in areas not yet requested. \$ <u>five hundred 00/100</u> (unit price in words)	\$ <u>500.00</u>
7.	<i>1-Each</i>	Unit price to remove and replace an additional 100 SF of Walk Off Carpet in areas not yet requested. \$ <u>one thousand five hundred 00/100</u> (unit price in words)	\$ <u>1550.00</u>
		Subtotal (Items 1 – 7)	\$188,012
		Washington State Sales Tax (9.5%)	\$ 17,861.14
		Total Bid Amount	\$205,873.14

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

Agenda Bill Number:	AB26-50 -
Agenda Item Type:	Resolution
Presenter:	Ken Gill, City Engineer, Andrew Fonda, Assistant 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 Resolution Of The City Council Of The City of Bonney Lake, Pierce County, Washington, Adopting The Six-Year Transportation Improvement Program (2027-2033)

Short Background Summary:

RCW 35.77.010 requires that by July 1st of each year the City prepares and updates its Six Year Transportation Improvement Program (TIP) identifying projects that are planned or envisioned to be completed over the next six years. Prior to the adoption of the TIP, the City Council must hold a public hearing, which is scheduled for July 21, 2025. Approval of the TIP does not authorize any budget expenditures. Changes from the last TIP will be presented by staff.

Budget Explanation:

None. Approval of the TIP does not authorize any budget expenditures.

Committee, Board, Commission, & Hearing Examiner Review

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

Date of Committee/Commission/Examiner Meeting: 7/7/2026

Date of Committee/Commission Public Hearing:

Committee/Commission/Examiner Meeting Decision: Move forward to the City Council for Public Hearing

Council Action

Date of Council Workshop

Date of Council Meeting

Date of Council Public Hearing

7/21/2026

8/11/2026

7/21/2026

Six Year Transportation Improvement Program Definition of Information Codes

The following descriptive codes are used in the TIP program provided by WSDOT. The following is a list of the meaning of various codes used in the TIP table.

Functional Classification

Urban (Over 5000 population)

- 00 – No Classification
- 11 – Interstate
- 12 – Freeways & Expressways
- 14 – Other Principal Arterials
- 16 – Minor Arterial
- 17 – Collector
- 19 – Local Access

Improvement Type Codes

- | | |
|--|------------------------------------|
| 01 – New Construction on New Alignment | 08 – New Bridge Construction |
| 02 – Relocation | 09 – Bridge Replacement |
| 03 – Reconstruction | 10 – Bridge Rehabilitation |
| 04 – Major Widening | 11 – Minor Bridge Rehabilitation |
| 05 – Minor Widening | 12 – Safety/ Traffic Operation/TSM |
| 06 – Other Enhancements | 13 – Environmentally Related |
| 07 – Resurfacing | 32 – Non Motor Vehicle Project |

Funding Status

S - Project is **selected** by the appropriate selection body and **funding has been secured** by the lead agency.

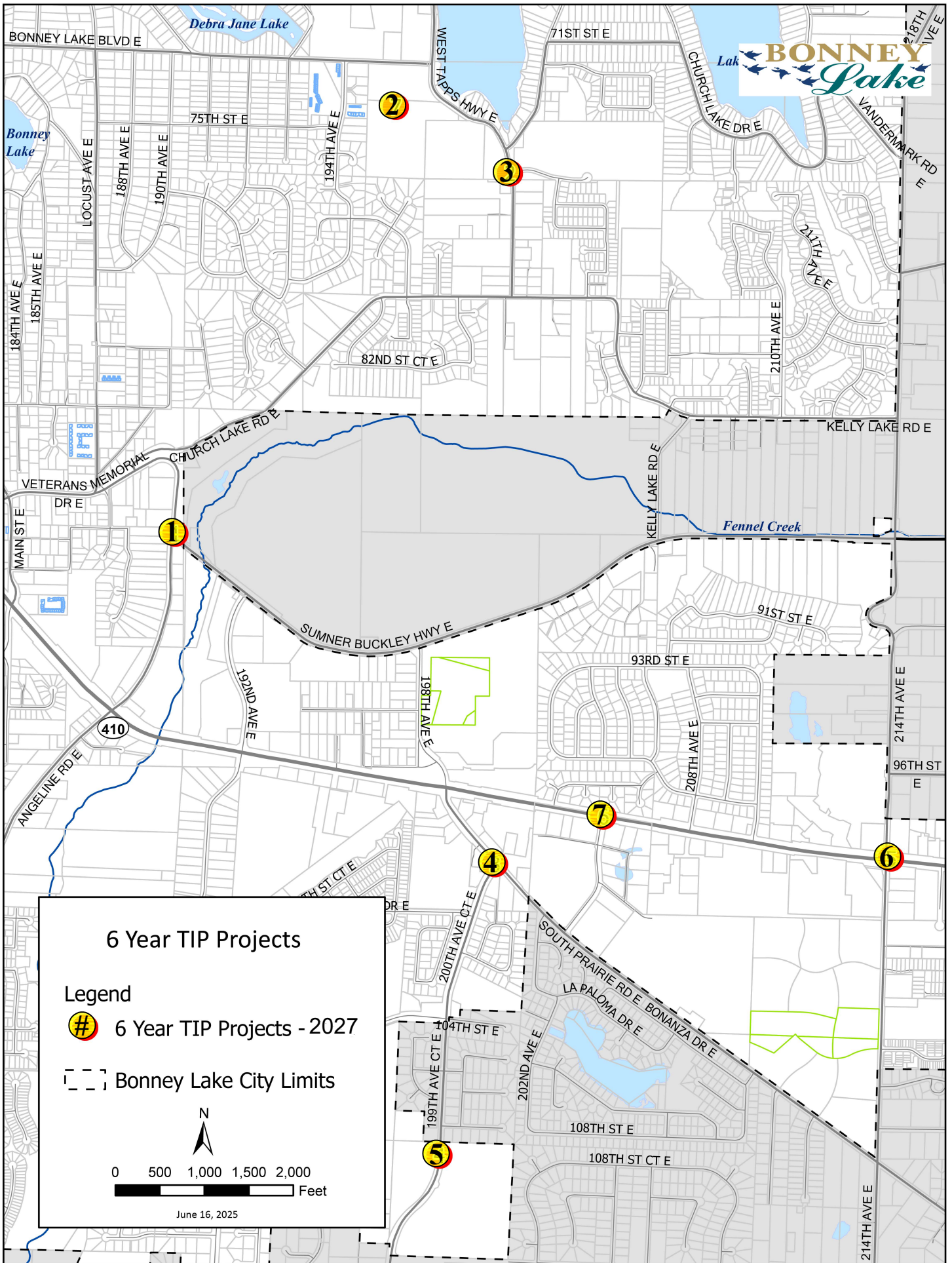
P - Project is subject to selection by an agency other than the lead and is listed for planning purposes. (**Funding has not been determined.**)

Utility Codes

- W – Water
- S – Sewer (other than agency-owned)
- P – Power
- G – Gas
- C – Cable TV
- T – Telephone
- O – Other

Environmental Data Type

- EIS – Environmental Impact Statement
- EA – Environmental Assessment
- CE – Categorical Exclusion



**CITY OF BONNEY LAKE
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the City of Bonney Lake council will convene a Public Hearing at 6:00 PM on Tuesday, July 21st, 2026, or soon thereafter, in the City Council Chambers at the Bonney Lake Justice and Municipal Building, 9002 Main Street E., Bonney Lake, Washington to hear testimony regarding the proposed Six (6) Year Transportation Improvement Program for the City of Bonney Lake. All persons who desire to give testimony regarding the proposed program should appear before the Council and present their testimony at said hearing. A copy of the proposed plan is available from City Engineer Ken Gill. Interested persons may appear and present their testimony at the hearing, or written comments may be submitted to the City Engineer, 21719 96th Street E., Buckley, WA 98321 or emailed to gillk@bonneylake.gov, no later than 5:00 PM, on Tuesday, July 21st, 2026.

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, ADOPTING THE SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM (2027-2033).

WHEREAS, City officials are directed by RCW 35.77.010 to adopt a 6-Year Transportation Program (TIP); and

WHEREAS, such a plan was prepared and submitted to the Mayor and City Council; and

WHEREAS, a public hearing was held on July 21st, 2026, with subsequent City Council discussion and direction.

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

Adopts the Six-Year Transportation Improvement Program for the years 2026 to 2033 to be approved as a guide for the improvement of the streets of the City of Bonney Lake.

PASSED by the City Council this 11th day of August 2026.

Terry Carter, Mayor

AUTHENTICATED:

Sadie A. Schaneman, MMC, City Clerk

Priority Number	Project Name	Project Limits		Description	Funding Status	Federal Aid Number	Estimated Project Cost	Estimated City Contribution	Functional Class	Improvement Type																Utilities								Environmental Classification	R/W Needed? (Acquisition Date)
		Beginning	End							New Construction (01)	Relocation (02)	Reconstruction (03)	Major Widening (04)	Minor Widening (05)	Other Enhancements (06)	Resurfacing (07)	New Bridge (08)	Bridge Replacement (09)	Bridge Rehabilitation (10)	Minor Bridge Rehabilitation (11)	Safety (12)	Environmental (13)	Non Motor Vehicle Project	Water	Sewer	Power	Gas	Cable TV	Telephone	Other					
1	Veterans Memorial Drive at Angeline Road	Intersection	Intersection	Construct a roundabout and Fennel Creek Trail connection to Locust Ave	S	STBGUL-3120 (003)	\$7,323,434	\$3,527,000	16			03			06	07								32	W	S	P	G	C	T	O	CE	YES		
2	West Tapps Highway Relocation-Cooridor Plan (2028), Design (2029), Permitting+ROW (2032), CN (2032)	Bonney Lake Blvd	New connection with AYP	Construct new road with 2 travel lanes, shared use path on east and north side of road with the intersection at the south end of AYP. Road to be built within existing park property and will connect with new roundabout on Bonney Lake Blvd. Reconfigure the existing intersection of Bonney Lake Blvd and West Tapps Hwy to accomodate West Tapps Hwy alignment.	P		\$5,260,000	\$5,260,000	12		02			05	06	07						12		32	W	S	P	G	C	T	O	CE	NO		
3	West Tapps Highway	76th Street Ct E	Church Lake Road	Upgrade roadway with concrete curb and gutter on both sides of the road and a muti-use path on the west side. Gravity sewer extension and 820 LF of 8 inch DI water main replacement on West Tapps Highway. Stormwater improvements in the west leg of the intersection with Church Lake Road. Vertical alignment improvements on the east leg of the intersection with Church Lake Road.	P		\$9,498,000	\$9,498,000	16			03			06	07						12		32	W	S	P	G	C	T	O	CE	NO		
4	South Praire Road and 200th Ave E	Intersection	Intersection	Intersection control evaulation to determine appropriate channelization and/or control improvements. Assumed improvement is add SB through lane and widen approaches as needed.	P		\$2,260,000	\$2,260,000	16			03										12		32	W	S	P	G	C	T	O	CE	NO		
5	199th Ave E and 109th St E	Intersection	Intersection	Install new roundabout at Mountain View Middle School and Bonney Lake High School	P		\$6,480,000	ZERO	17			03				07						12		32	W	S	P	G	C	T	O	CE	NO		
6	SR410 and 214th Ave E	Intersection	Intersection	Intersection control evaulation to determine identify optimal configuration. Assumed improvement is to convert right drop lane to a through lane and add new right turn drop lane.	P		\$520,000	\$520,000	12			03		05		07			10		12				W	S	P	G	C	T	O	CE	NO		
7	SR410 and 204th Ave E	Intersection	Intersection	Remove landscape island, pave and stripe to lengthen left hand turn pocket.	P		\$150,000	\$150,000	12			03		05	06	07						12		32	W	S	P	G	C	T	O	CE	NO		
0	Street Reconstruction Program	City Wide		108th, 110th, 111th, 112th, 193rd Cul-de-sacs-bid fall 2026	P		\$350,000	\$350,000													12											CE	NO		
0	Street Overlay Program	City Wide			P		\$275,000	\$275,000	00							07																CE	NO		
0	Street Chip Seal Program-(Every other year)	City Wide		None in 2026; restart in 2027 then alternate years	P		\$303,000	\$303,000	00												12											CE	NO		
0	Sidewalk Improvements	City Wide		84th/Locust-sidewalk gap-bid fall 2026	P		\$275,000	\$275,000	00													32										CE	NO		
0	ADA Improvements	City Wide			P		\$275,000	\$275,000	00																							CE	NO		

\$32,969,434 \$22,693,219

Priority Number	Project Name	Project Phase												Expenditure Schedule					
		Engineering (PE)				Permitting and Right-of Way (ROW)				Construction (CN)				Year 1 (2027)	Year 2 (2028)	Year 3 (2029)	Year 4 (2030)	Year 5 (2031)	Year 6 (2032)
		Start Date	Estimated Phase Cost	Outside Funding Source	Outside Contribution (%)	Start Date	Estimated Phase Cost	Outside Funding Source	Outside Contribution (%)	Start Date	Estimated Phase Cost	Outside Funding Source	Outside Contribution (%)						
1	Veterans Memorial Drive at Angeline Road	2025	\$695,000	RTCC	13.5%	2027	\$50,000	RTCC	13.5%	2028	\$6,200,000	\$2M-C. Schrier \$1.2M-Rep.Stokesberry	TBD	\$50,000	\$6.2M				
2	West Tapps Highway Relocation-Corridor Plan (2028), Design (2029), Permitting+ROW (2032), CN (2032)	2028- Corridor Plan and begin PE in 2029	\$526,000			2030	ZERO-AYP			2031	\$4,734,000	Recommend Apply for TIB Urban Arterial Program	TIB sets a 20% Match for Bonney Lake		\$15,000	\$526,000		\$2.7M	\$2.0M
3	West Tapps Highway	2031	\$1.2M			2032				2033	\$8,358,240							\$1.2M	
4	South Praire Road and 200th Ave E	2032	\$60,000							2033	\$2,200,000								\$60,000
5	199th Ave E and 109th St E	2026		BLSSD						2027		BLSSD							
6	SR410 and 214th Ave E	2032	\$50,000							2034	\$470,000								\$50,000
7	SR410 and 204th Ave E	2028	\$5,000			2028				2029	\$145,000				\$5,000	\$145,000			
0	Street Reconstruction Program	2027								2027				\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000
0	Street Overlay Program	2027								2027				\$275,000	\$275,000	\$275,000	\$275,000	\$275,000	\$275,000
0	Street Chip Seal Program-(Every other year)	2027								2027				\$300,000		\$303,000		\$306,030	
0	Sidewalk Improvements	2027								2027				\$275,000	\$277,750	\$280,528	\$283,333	\$286,166	\$289,028
0	ADA Improvements	2027								2027				\$275,000	\$277,750	\$280,528	\$283,333	\$286,166	\$289,028

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

Agenda Bill Number:	AB26-69 -
Agenda Item Type:	Motion
Presenter:	Jason Sullivan, Public Services Director
City Strategic Goal Category:	Parks Rec & Green Space Vision Community Engagement Vision
Department/Division Submitting:	Public Services Director
Impacted Departments That Received Notification:	Public Services Executive

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign Amendment #1 To The Interlocal Agreement Between The City Of Bonney Lake And The Sumner – Bonney Lake School District To Extend The Expiration Date Of The Current Agreement From August 31, 2026 To August 31, 2027.

Short Background Summary:

The City and the District entered into an interlocal agreement on July 8, 2025 to coordinate and collaborate on a joint recreation program, with the current agreement expiring on August 31, 2026. Under this agreement, the City's Recreation Program may use District facilities at no cost, have priority over all other users other than the District, and receives \$50,000 per year from the District to support the recreation program. The District has requested that the City prepare a long-term plan for the recreation program to support negotiation of a multi-year interlocal agreement. This one-year extension of the current agreement provides time for staff to work with City Administration, the City Council, and the District to develop a long-term plan for recreation and negotiate a longer-term agreement. Staff's goal is to present a draft long-term plan by the end of the first quarter of 2027.

Budget Explanation:

Extending the ILA does not have a cost to the City. However, not extending the ILA does have a significant cost to the City. First, the City would lose the ability to use District facilities at no cost. The value of the rental fees waived by the District under the current ILA was \$91,783.50. Without the ILA, this would be an additional cost to the recreation program. Second, the City would lose the \$50,000 in direct financial support that the District provides to the City. Combined, the City would lose approximately \$142,000 in indirect and direct financial support for the recreation program if the ILA is not extended.

Committee, Board, Commission, & Hearing Examiner Review

Name Of Committee/Commission/Examiner Meeting:

Date of Committee/Commission/Examiner Meeting:

Date of Committee/Commission Public Hearing:

Committee/Commission/Examiner Meeting Decision:

Council Action		
Date of Council Workshop	Date of Council Meeting	Date of Council Public Hearing
	8/11/2026	

**AMENDMENT #1 TO THE
INTERLOCAL AGREEMENT BETWEEN CITY OF
BONNEY LAKE AND SUMNER – BONNEY LAKE
SCHOOL DISTRICT RELATED TO THE
JOINT RECREATION PROGRAM**

Amendment #1 to the Interlocal Agreement related to joint recreation program made by and between the City of Bonney Lake and the Sumner- Bonney Lake School District is effective 9/1/26. The City of Bonney Lake, is a Washington municipal corporation (the “City” hereinafter) and the Sumner-Bonney Lake School District, is a Washington Municipal Corporation (the “District” hereinafter). Each party is a “Party” and collectively, they are the “Parties.”

RECITALS

WHEREAS, pursuant to RCW 39.34.010, this Agreement enables the Parties to make the most efficient use of their powers by cooperating with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of government organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of the local community;

WHEREAS, the Parties enter an interlocal agreement on July 8, 2025 for the purposes of coordinating and collaborating on health promotion and active living for the benefit of the residents of the Parties’ respective jurisdiction (hereinafter “Agreement”) and

WHEREAS, the current Agreement is effective from September 1, 2025 until August 31, 2026.

WHEREAS, the Agreement allows for the Recreation Program that is operated by the City to use the facilities of the District under certain conditions as specified in the District's Facilities Use Policy (No. 4260) and Procedure (No. 4260P), copies of which were attached as Exhibits A and B to the 2025 Agreement; and

WHEREAS, the District has requested the City prepare a long-term plan for the recreation program to negotiate a long-term agreement; and

WHEREAS, the City and the District support a one-year extension of the current Agreement to complete this long-term plan and negotiated a new interlocal agreement for the recreation program; and

WEHEREAS, the City is committed to providing a draft long-term plan to the District's Board in the first quarter of 2027; and

WHEREAS, the City and the District have the common goal of maximizing opportunities to improve the overall health of their citizens and students, and to cooperate for the betterment of the community.

AMENDMENT #1

Section 1. Amendment 1. Section 34 of the 2025 Interlocal Agreement Between the City of Bonney Lake and the Sumner – Bonney Lake School District is hereby amended to read as follows:

Section 34. Effective date. This Agreement shall be effective as of September 1, 2025 and expires on August 31, ~~2026~~ 2027.

IN WITNESS WHEREOF, the undersigned have executed this Agreement this 29th day of July, 2026.

City of Bonney Lake

Sumner – Bonney Lake School District

Terry Carter, Mayor



Dr. Laurie Dent, Superintendent

ATTEST:

Sadie Schaneman, City Clerk

APPROVED AS TO FORM:

Jennifer S. Robertson, City Attorney

INTERLOCAL AGREEMENT BETWEEN CITY OF BONNEY LAKE AND SUMNER-BONNEY LAKE SCHOOL DISTRICT

THIS Interlocal Agreement made by and between the City of Bonney Lake and the Sumner-Bonney Lake School District is effective September 1, 2025. The City of Bonney Lake, is a Washington municipal corporation (the “City” hereinafter) and the Sumner-Bonney Lake School District, is a Washington Municipal Corporation (the “District” hereinafter). Each party is a “Party” and collectively, they are the “Parties.”

RECITALS

WHEREAS, pursuant to RCW 39.34.010, this Agreement enables the Parties to make the most efficient use of their powers by cooperating with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of government organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of the local community;

WHEREAS, the Parties enter into this interlocal agreement, for the purposes of coordinating and collaborating on health promotion and active living for the benefit of the residents of the Parties’ respective jurisdiction (hereinafter “Agreement”) and

WHEREAS, the District is the owner of real property, including facilities and active use areas that are suitable for community recreational purposes when not being used by the District; and

WHEREAS, the Agreement allows for the Recreation Program that is operated by the City to use the facilities of the District under certain conditions as specified in the District’s Facilities Use Policy (No. 4260) and Procedure (No. 4260P), copies of which are attached to this Agreement as Exhibits A and B; and

WHEREAS, the City and the District are authorized to enter into an agreement with one another to maximize available opportunities to improve the overall health of their citizens and students, and to cooperate in the betterment of the community;

AGREEMENT

Section 1. The City is responsible for creating, operating, controlling, and managing the Recreation Program.

Section 2. “Recreation Program” means a program that provides recreational activities including but not limited to: classes, arts, sports, special events, and workshops for children and adults for the surrounding communities of the Sumner-Bonney Lake School District and the City of Bonney Lake. The Recreation Program does not include before or after school childcare.

Section 3. The Sumner-Bonney Lake School District acknowledges the benefits of a Recreation Program to the Sumner-Bonney Lake School District, its students and the community in its jurisdiction. In consideration of obtaining those benefits, the Sumner-Bonney Lake School District understands that the Recreation Program has additional needs for it to remain financially viable.

Section 4. Joint Board. A Joint Board shall be established to monitor the effectiveness of this Agreement and the cooperation between the Parties. Each Party shall have two representatives on the Joint Board. The Joint Board shall meet at least once during the duration of this Agreement. The Joint Board will not acquire, hold, or dispose of real and personal property as part of this Agreement. The Joint Board has no management authority over either Party.

Section 5. District Contribution. In order to assist the Recreation Program to remain financially feasible, the District agrees to provide funding to the City in the amount of \$50,000 to be paid quarterly installments in the amount of \$12,500, which is to be used by the City to assist in coverage of the costs of operating and managing the Recreation Program; and the City is entitled to all Recreation Program fees in addition to receiving the above-described supplemental funding from the District.

Section 6. Administration of Recreation Program. Administration of the Recreation Program shall be the responsibility of the City, and it shall be administered as a program of the City.

Section 7. Facility Use. The District reserves the sole right and responsibility to determine the use and scheduling of all facilities and/or equipment located on its property. Acceptable use and the extent of use of District premises, facilities, and/or equipment are at the sole discretion of the District. The District's Policy No. 4260 and Procedure No. 4260P (Use of School Facilities) (Attachments A and B to this Agreement) sets forth the process and requirements for utilizing the District's facilities. The City's Recreation Program is considered a Group 2 - Youth Groups under the District's Procedure No. 4260P. The City has access to the District's scheduling software and will schedule its use via such software under the terms of this Agreement when utilizing the District's facilities. The City's use of the District's facilities shall be controlled by and subject to District Policy No. 4260 and District Procedure No. 4260P and subject to the principles of priority use as set forth in District Policy No. 4260 and District Procedure No. 4260P, except that the City will schedule directly with the software, the use by the City for the Recreation Program shall be at no cost to the City except as provided for in this Agreement, and the City shall not be required to complete an application form for use of the facilities.

Under the prior Interlocal Agreement between the Parties, the District authorized the City to utilize and occupy space in the Robert Miller Gym located on the campus at Daffodil Valley Elementary School for office space for the City's Recreation Program. The City's right to use this space will expire on December 31, 2025. The City agrees that it will vacate that space prior to that date. The City further agrees that it will only remove City-owned equipment when it vacates the space and will leave all District-owned property behind.

Section 8. General Use of Facilities.

- A. **Use of Facilities:** Except as expressly modified in this Agreement, use of all facilities shall be in accordance with the regular procedures of the District as provided in District Policy No. 4260, District Procedure No. 4260P and as provided for by the Laws of the State of Washington, Federal laws, and the rules and regulations of the District.
- B. **Availability:** School functions and education-related organizations have first priority over District facility use. The Recreation Program will receive the next consideration. The continued use of a facility is not automatically guaranteed. School or District needs can supersede approval for other ongoing activities.
- C. **Emergency:** Use of the building or facility is canceled when the building or facility is closed by an emergency, such as school closures for inclement weather or other unforeseen circumstances. Situations that arise during a Recreation Program activity that require the assistance of District personnel normally not on duty may result in additional charges (e.g., fire alarms, mechanical/electrical problems, etc.)
- D. **Custodian:** A building custodian must be in the building during the use of facilities. The custodian will be performing work for the District and will also help resolve emergency situations. The custodian is not authorized to admit anyone into areas not specifically scheduled or provide equipment not previously authorized. The City staff are responsible for contacting the custodian upon completion of the activity to secure the building/facility.
- E. **Use:** Use of facilities will be denied for any use that in the judgment of the District, may be contrary to the best interest of the schools or the educational program, or for which it finds that satisfactory sponsorship or adequate adult supervision is not provided. This shall include proper police and fire protection where necessary.
- F. **School Representative:** A member of the District's custodial staff, or designee(s) approved by the District, must be present whenever the Recreation Program activity takes place within a District building.
- G. **Conduct:** The District is a tobacco-free District. The use of tobacco on all District property is prohibited, including parking lots. Weapons, firearms, open fire or flame, helium balloons, and cooking are prohibited on all District property used pursuant to this Agreement. Misconduct, profane or improper language, use of intoxicating beverages and/or marijuana and/or controlled substances, or other violations of District policy, procedures, or regulations will be sufficient cause for denial of facility use or termination of this Agreement.
- H. **Clean-up:** Before leaving the District building or grounds, the Recreation Program staff will restore the facility to its original condition prior to use.
- I. **Damages:** The City must provide satisfactory adult supervision of all Recreation Program activities for the duration of the activity. Participants must wear appropriate shoes for activities for the duration of the activity. Use of a District facility shall constitute acceptance by the City for the responsibility for any damage done as a result of its use of the District facility. The District reserves the right to assess charges against the City for costs incurred in restoring District facilities to their original state if the City fails to do so.
- J. **Concussion and Head Injury:** The City agrees that all Non-profit youth sports groups through the Recreation Program will verify that all coaches, athletes, and parents/guardians

have complied with mandated policies for the management of concussions and head injuries; as amended in RCW 4.24.660 and Chapter 28A.600 RCW. Access to District facilities may not be granted until the City provides the District proof that all requirements regarding the management of concussion and head injuries are completed.

- K. **Damages and Fees:** Fees may be charged for direct costs incurred by the District or as a result of a particular activity, such as when a given use results in nonscheduled labor costs or other direct costs are attributable to a specific use of a facility, or when in the view of the District, a facility was left unkept or damaged. In such case, the City agrees to reimburse the District for the expenses to clean and/or restore the facility to its condition immediately prior to the City's use. Such reimbursement shall be paid upon written invoice from the District for direct costs that are a consequence of facility use and for fees specified in Attachment A and B or in the District's Facilities Use Agreement, which is attached as Attachment C.
- L. **Direct Costs:** In accordance with generally accepted accounting principles, "Direct Costs" are those costs that are incurred directly as a result of a particular scheduled project, instructional or recreational activity, or any other activity, or that can be directly assigned to such activity.

Section 9. Scheduling Software. The District will provide the City with access to the District software necessary for scheduling the use of the District's facilities. The City will provide its own computers, internet, and any other devices necessary for it to schedule and operate the Recreation Program. At the District's discretion, the District may coordinate with the Recreation Program regarding the publication of the quarterly recreation brochures.

Section 10. Student Fees. No District enrolled students, regardless of the location of their residence within the District, shall be charged a recreation program fee surcharge.

Section 11. Communications. To ensure effective communication between the City and District, each agency shall provide to one another a list of primary contact persons.

Section 12. Supervision. The City agrees to provide appropriate supervision of participants when utilizing a District facility.

Section 13. Confidentiality. The City acknowledges that certain data or other material that originates from this Agreement, may consist of confidential student information or records owned by the District or confidential personally identifiable information subject to the federal Family Educational Rights and Privacy Act or other privacy laws. The City understands that disclosure to or use by third parties may be damaging. The City, therefore, agrees to hold all such material and information in strictest confidence and not to make use thereof such material and information, other than such use as is necessary for the performance of this Agreement and to release it only to authorized employees and agents requiring such information and not release or disclose it to any other party unless such release is otherwise required by law or court order. The City agrees to release such information or material only to employees and agents who have signed a written agreement expressly prohibiting redisclosure consistent with this Section.

Section 14. Background Checks. The City shall conduct criminal background checks, utilizing Pinnacle as part of the background check in accordance with RCW 43.43.830 through RCW 43.43.834, as now or hereafter amended, on all employees or volunteers who will or may have contact with children or vulnerable adults in the work to be performed under this Agreement. The City shall prohibit any employee, subcontractor, intern, or volunteer from performing work under this Agreement who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under chapter 9A.42 RCW, the physical injury or death of a child under chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under chapter 46.61 RCW), sexual exploitation of a child under chapter 9.68A RCW, sexual offenses under chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Failure to comply with this provision shall be grounds for the District immediately terminating the Agreement. The City shall incorporate this requirement into every subcontract it enters relating to services for the Recreation Program.

Section 15. Records, Documentation, and Reports. The City shall maintain complete financial records relating to this Agreement and complete records documenting the services rendered under this Agreement, including all books, records, documents, magnetic media, receipts, invoices, records, and all other evidence of accounting procedures and practices that will sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the District's Superintendent and state and federal officials so authorized by law, rule, regulation, or agreement. The City will retain all books, records, documents, and other materials relevant to this Agreement for seven (7) years after the date of final payment by the District's Superintendent or designee, and make them available for inspection by persons authorized under this provision. If any litigation, claim, or audit is started before the expiration of the seven (7) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Section 16. Access to Data. The City shall provide access to any data/information generated under this Agreement to the District, the District Superintendent's designee, or any State or Federal Auditor at no additional cost. This includes access to all information that supports this Agreement.

Section 17. Right of Inspection. The City shall provide right of access to its facilities to the District's Superintendent or designee at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement on behalf of the District. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the City's business or work hereunder.

Section 18. Non - Discrimination. Both parties shall comply with all the federal, state, and local non-discrimination laws, ordinances, regulations, and policies that are otherwise applicable to the District or City. Accordingly, no person shall, on the ground of race, creed, color, religion, national origin, age, sex, marital status, sexual orientation, sexual identity, pregnancy, or the presence of any

sensory, mental, or physical disability, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to illegal discrimination under any activity performed by the Agreement and its agents under this Agreement. Harassment on the basis of any of the foregoing conditions is strictly prohibited. The City shall notify the Superintendent or designee immediately of any allegations, claims, disputes, or challenges made against the Recreation Program under the Americans with Disabilities Act or the Washington state Law against Discrimination. In the event of the City's noncompliance or refusal to comply with this nondiscrimination provision, this Agreement may be rescinded, canceled, or terminated in whole or part, and the City may be declared ineligible for further Agreements with the District.

Section 19. Review. The Parties to this Agreement have had the opportunity to review it with their respective legal counsel and execute it knowingly and voluntarily with full knowledge of its contents. It shall not be construed more strictly against one party than the other.

Section 20. Amendments. The Agreement may be amended any time by mutual written agreement of both Parties.

Section 21. Governing Law. The laws of the state of Washington shall govern this Agreement. Pierce County, Washington shall be the venue for any litigation arising out of this Agreement.

Section 22. Termination Due to Funding Limitations. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the District's Superintendent or designee may, without advance notice and without liability for damages, terminate the Agreement under any such new funding limitations and conditions. In addition, the City may terminate this Agreement if the Recreation Program is not funded by the City. In such circumstances, the District's obligation under this Agreement to provide funds for the Recreation Program under this Agreement will also terminate and a pro rata refund will be provided by the City to the District.

Section 23. Termination for Default. Either Party may terminate this Agreement for default, in whole or in part, by written notice to the other Party if that Party has a reasonable basis to believe that the other Party has:

- a. Failed to ensure the health or safety of any person for whom services are being provided for in the Recreation Program;
- b. Failed to perform under, or otherwise breached, any term or condition of this Agreement; and/or
- c. Violated any applicable law or regulation.

In such an event, the Agreement may be terminated upon thirty (30) days' notice to the other

Party and a pro rata refund will be provided by the City to the District.

Section 24. Force Majeure. Either Party has the right to terminate this Agreement if a Force Majeure event suspends performance of the Agreement for a period of forty-five (45) days or more.

Section 25. Indemnification. The City agrees to protect, indemnify, and hold harmless the District, its elected and appointed officials, directors, representatives, employees, agents, staff, contractors, subcontractors, vendors, and volunteers from any and all any and all costs, liabilities, suits, losses, damages, injuries, death, claims, expenses, or right of action, penalties or charges, including, without limitation, reasonable attorneys' fees, court costs, and disbursements, directly or indirectly attributable to the City's performance, activities and/or use of District facilities and/or premises/property in connection with this Agreement, except for sole negligence of the District.

The District shall indemnify, defend and hold the City and its officers, directors, agents, employees, representatives, vendors, subcontractors and contractors harmless from and against any and all costs, liabilities, suits, losses, damages, injuries, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees, court costs, and disbursements, that the City may incur by reason of: (i) any accidents, damages or injuries to persons or property occurring during the Term of this Agreement, but only to the extent the same are caused by any negligence of the District in its performance of this Agreement. The provisions of this section (Indemnification) shall survive the expiration or earlier termination of this Agreement.

Section 26. Insurance. The City shall at all times during the term of this Agreement, at its cost and expense, carry and maintain general public liability insurance against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided by the Recreation Program. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the City or its officers, agents, representatives, assigns, or servants. The limits of liability insurance shall cover such claims as may be caused by any act, omission, or negligence of the City or its officers, agents, representatives, assigns, or servants. The limits of liability insurance shall not be less than \$1,000,000 for each occurrence.

Section 26. Independent Capacity. The City and its employees or agents performing under this Agreement are not employees or agents of the District. The City will not hold itself out as, nor claim to be, an officer or employee of the District by reason hereof, nor will the City make any claim of right, privilege, or benefit that would accrue to such employee under law. Likewise, the District and its employees or agents performing under this Agreement are not employees or agents of the City. The District will not hold itself out as, nor claim to be, an officer or employee of the City by reason hereof, nor will the District make any claim of right, privilege, or benefit that would accrue to such employee under law.

Section 27. Alterations and Amendments. This Agreement may be amended only by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

Section 28. Assignment. Neither the District nor the City shall assign this Agreement, either in whole or in part, without the prior written consent of the other party, which shall not be unreasonably withheld. Any assignment permitted under this clause does not relieve either Party from its duties or obligations under this Agreement.

Section 29. Disputes. Any factual disputes between the City and the District that relate to this Agreement shall be referred for resolution to the Mayor, or the Mayor's designee, and the Superintendent of the District, or the Superintendent's designee. In the event the dispute cannot be resolved between the Parties to each Party's mutual satisfaction, the issue shall be submitted to mediation through the Pierce County Dispute Resolution Center. Both Parties agree to utilize this process prior to the institution of any legal action to enforce the terms and conditions of this Agreement. The cost of mediation shall be borne equally by the Parties.

Section 30. Headings and Captions. The headings and captions used in this Agreement are for convenience only. They are not part of the Agreement and do not define, limit or describe the scope of intent of the paragraphs of this Agreement.

Section 31. Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

Section 32. Assignment. Neither the District nor the City shall assign this Agreement, either in whole or in part, without the prior written consent of the other Party, which shall not be unreasonably withheld. Any assignment permitted under this clause does not relieve either Party from its duties or obligations under this Agreement. No other entity in conjunction with the City may use the District's facilities without the expressed written permission from the District.

Section 33. Entire Agreement. The written provisions and terms of this Agreement shall supersede all prior verbal statements of any officer or other representative of the parties, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement. The entire agreement between the Parties with respect to the subject matter hereunder is contained in the Agreement.

Section 34. Effective date. This Agreement shall be effective as of September 1, and expires on August 31, 2026.

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IN WITNESS WHEREOF, the undersigned have executed this Agreement this
8th day of July, 2025.

City of Bonney Lake

Signed by:



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Terry Carter, Mayor

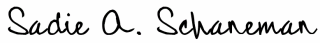
Sumner-Bonney Lake School District



Dr. Laurie Dent, Superintendent

ATTEST:

Signed by:

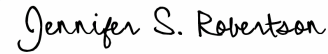


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Sadie Schaneman, MMC, City Clerk

APPROVED AS TO FORM:

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Jennifer S. Robertson, City Attorney

City of Bonney Lake

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

Agenda Bill Number:	
Agenda Item Type:	None
Presenter:	Sadie Schaneman, City Clerk
City Strategic Goal Category:	None
Department/Division Submitting:	Admin
Impacted Departments That Received Notification:	None

Full Title/Motion: Review of Minutes: July 21, 2026, City Council Meeting Minutes

Short Background Summary:
Minutes

Budget Explanation:

Committee, Board, Commission, & Hearing Examiner Review

Name Of Committee/Commission/Examiner Meeting:
Date of Committee/Commission/Examiner Meeting:
Date of Committee/Commission Public Hearing:
Committee/Commission/Examiner Meeting Decision:

Council Action		
Date of Council Workshop	Date of Council Meeting	Date of Council Public Hearing

City Council Meeting

July 21, 2026

6:00 PM

Minutes



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

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

I. Call to Order

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

A. Pledge of Allegiance

Mayor Carter led the audience in the Pledge of Allegiance.

B. Roll Call

City Clerk Sadie Schaneman called the roll. In addition to Mayor Carter, elected officials attending were Deputy Mayor Dan Swatman, Councilmember Aaron Davis, Councilmember Kerri Hubler, Councilmember J. Kelly McClimans and Councilmember Brittany Rock. Councilmember Gwendolyn Fullerton and Councilmember J. Kelly McClimans were in virtual attendance. Councilmember Angela Baldwin was not present.

**Councilmember Fullerton moved to Excuse Councilmember Baldwin.
Councilmember McClimans seconded the motion.**

Motion approved 6 – 0.

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

Staff member(s) in virtual attendance were City Administrator John P. Vodopich.

C. Agenda Modifications

None.

D. Appointments

1. **AB26-53** - A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Consenting To The Mayor's Reappointment Of Planning Commissioner Jessica Bennion To Planning Commission Position #1 With A Term Expiring April 6, 2029

Councilmember Hubler moved to Approve AB26-53. Councilmember Davis seconded the motion.

Motion approved 6 – 0.

2. **AB26-54** - A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Consenting To The Mayor's Reappointment Of Planning Commissioner Brad Doll To Planning Commission Position #2 With A Term Expiring April 6, 2029

Councilmember Hubler moved to Approve AB26-54. Deputy Mayor Swatman seconded the motion.

Motion approved 6 – 0.

3. **AB26-55** - A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Consenting To The Mayor's Appointment Of Craig Sarver To Vacant Planning Commission Position #4 With A Term Expiring April 6, 2027

Councilmember Hubler moved to Approve AB26-55. Councilmember Davis seconded the motion.

Motion approved 6 – 0.

4. **AB26-56** - A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Consenting To The Mayor's Appointment Of Ron Esdaille To Planning Commission Position #7 With A Term Expiring April 6, 2029

Councilmember Rock moved to Approve AB26-56. Councilmember Davis seconded the motion.

Motion approved 6 – 0.

II. Council Committee Reports

Deputy Mayor Swatman:

Reported on behalf of Councilmember Baldwin that the Public Safety Committee met in person and virtually on July 14th at 3:45 p.m. The Committee received an update from the Police Department, East Pierce Fire and Rescue; had open discussion about fishing off the dock, flock cameras and approved their minutes.

Reported the Finance Committee met in person and virtually on July 14th at 5:00 p.m.

The Committee went through personnel updates, went over the upcoming budget update, council policy and procedures update and approved their minutes.

Councilmember Hubler:

Reported on South Sound 911, noting discussions regarding the budget, Fox Island tower service, the potential establishment of a Public Utility District (PUD), and ongoing integration efforts with the 988 system. Further updates are expected in August.

Councilmember Fullerton:

Reported on attending the Joint Advisory Committee (JAC) meeting on June 26th. Topics included replacing end-of-life equipment, pursuing Puget Sound Energy grants, and identifying energy-saving initiatives.

Mayor Carter:

Reported that he, Councilmember Rock, and city staff attended the wastewater facility ribbon-cutting ceremony, where samples of biomaterial were presented and brought back as gifts.

III. Consent Agenda

- A. **Approval of Minutes:** July, 07, 2026, City Council Meeting Minutes
- B. **Approval of Accounts Payable:** 06/18/2026 voucher # 101805 to #101901 in the amount of \$509,357.09. Wire transfers #20260818, #202604042, and 202606180 in the amount of \$31,605.95. 07/01/2026 voucher #102001 to #102099 in the amount of \$542,462.37. Wire transfers #20260530, #53039794, and #20260702 in the amount of \$131,231.74. **Voids:** Checks # 101902 to #102000. Replaced with checks #102001 to #102099.
- C. **AB26-52** - A Resolution Of The City Council For The City Of Bonney Lake, Pierce County, Washington, Authorizing The Bonney Lake Municipal Court Judge To Sign Interagency Agreement AOC3268 Between Washington Administrative Office Of The Courts (AOC) And Bonney Lake Municipal Court With The Sumner Municipal Community Court Combined In The AOC Agreement For Reimbursement Of Costs Related To Therapeutic Court Between July 1, 2026 And June 30, 2027.
- D. **AB26-57** - A Resolution Of The City Council Of The City Of Bonney Lake, County Of Pierce, State Of Washington, Authorizing Mayor Terry Carter To Sign A Memorandum Of Understanding With The Law Office Of Micheal E. Harbeson On Behalf Of The City Of Bonney Lake To Provide Legal Services To Participants Of The Bonney Lake And Sumner Municipal Community Courts During The Period Of July 1, 2026 Through June 30, 2027.

- E. **AB26-58** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The City Of Bonney Lake To Enter A Reimbursement Agreement With The Bonney Lake Municipal Court And The Sumner Municipal Community Court Under One Combined Grant Funding From The Administrative Office Of The Courts (AOC), #AOC3268, For The Fiscal Year Period Of July 1, 2026 Through June 30, 2027.
- F. **AB26-59** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Mayor Terry Carter To Sign A Professional Services Agreement With Frank Iriarte, Rendered In Connection With Bonney Lake And Sumner Community Court Services, During The Period July 1, 2026 To June 30, 2027.

IV. Full Council Issues

None.

V. Public Hearings

- A. **AB26-50** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Adopting The Six-Year Transportation Improvement Program (2027-2033)

Mayor Carter opened the Public Hearing at 6:16pm. He invited anyone interested in addressing the Council on the topic of the hearing to come forward.

Brandon Howard, President of Inlet Island maintenance company set the context for traffic concerns on the island, noting that during this busy season, many children out of school are riding bicycles and residents are walking along the roads. He highlighted that mixing foot and bike traffic with high vehicle speeds makes the roads dangerous. He urged the Council to bring the island under the "Shared Streets" framework (SB 5595) and requested lowering the speed limit to 15 mph.

Eric Schuger: Discussed road conditions around the island, noting the absence of sidewalks and citing safety concerns regarding vehicle response times at 25 mph. He encouraged the Council to review SB 5595 and requested a formal traffic study.

Julio Munoz: A local postal worker, voiced concerns over the current 25 mph speed limit, sharing a personal experience where his delivery vehicle was nearly struck, and requested a speed limit reduction.

Tabatha Hess: Shared a personal incident where she was nearly hit while assisting her children onto the school bus, cited local accident statistics, and requested reducing the speed limit.

Ferrar Azen: Voiced general support for lowering the speed limit.

Donald Colvin: Spoke on behalf of his in-laws, stating current conditions are unsafe and urging a reduction in the speed limit.

Dan Decker: Noted safety hazards along Church Lake Drive / Tapps Highway and recommended installing sidewalks.

Faye Schuger: Requested that the Police Department conduct radar speed monitoring or provide existing speeding reports, reiterating the need for a lower speed limit.

Mayor Carter closed the Public Hearing at 6:30pm.

VI. Audience Comments

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

Dan Decker: Spoke about Municipal Code 13.06.010 and how it states that the City shall not fluoridate any water.

VII. Council Open Discussion

Councilmember Davis

Inlet Island Traffic Study & Speed Limit Discussion: Following public hearing comments, Councilmember Davis inquired about the process for conducting a traffic study on Inlet Island. Public Services Director Sullivan provided an overview regarding speed studies, signage acquisition, and estimated costs.

The Council discussed and shared their concerns including:

- Average neighborhood speeds.
- Statutory limits that can be set without formal study.
- Options for speed bumps and updated signage.
- Homeowner Association (HOA) options regarding private security enforcement.
- Feasibility and placement of neighborhood speed cameras.

Council Consensus: Staff were directed to draft an ordinance lowering the neighborhood speed limit from 25 mph to 20 mph, and to return with cost estimates for a traffic study and required signage installation.

Deputy Mayor Swatman

Trees along trail near Victor Falls: The Deputy raised a resident's concern regarding local trees. Public Services Director Sullivan provided a status update on current operations. Council requested a cost quote for tree removal in that area.

Public Services Director Sullivan

Lake Tapps Boat Launch Closure Update: Public Services Director provided an update regarding the Lake Tapps boat launch closure due to low water levels recorded as of 5:30 PM that evening. Staff is actively distributing information to the public and event organizers, and the Police Chief is coordinating with Pierce County.

Mayor Carter

Upcoming Community Events: The Mayor announced upcoming community events and invited all residents to attend. July 22, Tunes at Tapps, featuring live music by "Whiskey River," local vendors, and food trucks and July 29, Summer Sound Showdown, a student battle of the bands, followed by three Choice Awards presentations.

Councilmember Davis

253 Night Market: Reminded all that the 253 Bonney Lake Night Market takes place on the last Friday of this month.

Councilmember Fullerton

Main Street Market: Participating remotely from out of state, shared that her current location hosts a Main Street market for local events and suggested exploring a similar market model in town.

VIII. Workshop Discussion Items

- A. **AB26-62** - An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Relating To The Implementation Of A Public Safety Sales And Use Tax For Criminal Justice Purposes; Adding A New Chapter 3.46 Public Safety Sales And Use Tax To The Bonney Lake Municipal Code; Providing For Severability And Corrections; And Establishing An Effective Date. (No Advanced Material)

Introduced by Deputy Mayor Swatman acknowledged the ongoing budget challenge, noting that city administration is actively working on scenarios to address a projected budget deficit. He emphasized the importance of ensuring long-term fiscal sustainability and maintaining current service levels, while indicating that the administration prefers exploring new revenue options to bridge the gap.

Council engaged in a general discussion regarding public safety sales and use tax:

- The Deputy Mayor reiterated that structural cuts may be necessary across departments if revenue solutions are not found.
- The Mayor stated that pursuing a public safety sales and use tax is a valid path forward.

- Councilmember Fullerton noted upcoming statutory deadline cutoffs required to pass the tax measure.
- Councilmember McClimans asked whether any revenue could be recovered from Pierce County tax distributions.
- Councilmember Hubler inquired if Sunsetting was an option.

Councilmember Rock excused herself at 7:30 pm.

IX. Executive Session

- A. Pursuant to RCW 42.30.110 (1)(i), To Discuss Potential Litigation With Legal Counsel.

Mayor Carter announced the City Council will meet in Executive Session pursuant to RCW 42.30.110(1)(i) to discuss three potential litigations with the legal council in attendance. He stated the session would last for 45 minutes and there would be no Council action following the session. At 8:24pm an announcement was made for a 40-minute extension. The Executive Session started at 7:39 p.m. and concluded at 9:04 p.m. No action was taken.

X. Adjournment

At 7:39 p.m. the meeting was adjourned by Mayor Carter with the common consent of the City Council.

Sadie A. Schaneman, MMC, City Clerk

Terry Carter, Mayor

Items presented to Council at the July 21, 2026, Meeting for the record:

1. BLMC 13006.010– Dan Decker.

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

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

Agenda Bill Number: AB26-62 -
Agenda Item Type: Ordinance
Presenter: Dan Swatman, Deputy Mayor
City Strategic Goal Category: Public Safety Vision
Department/Division Submitting: Admin
Impacted Departments That Received Notification: Executive
Finance
Police Department

Full Title/Motion: An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Relating To The Implementation Of A Public Safety Sales And Use Tax For Criminal Justice Purposes; Adding A New Chapter 3.46 Public Safety Sales And Use Tax To The Bonney Lake Municipal Code; Providing For Severability And Corrections; And Establishing An Effective Date. (No Advanced Material)

Short Background Summary:

Discussion on implementing the Public Safety Sales and Tax

Budget Explanation:

Committee, Board, Commission, & Hearing Examiner Review

Name Of Committee/Commission/Examiner Meeting: Finance Committee

Date of Committee/Commission/Examiner Meeting: 7/14/2026

Date of Committee/Commission Public Hearing:

Committee/Commission/Examiner Meeting Decision: Send to Council Workshop Discussions

Council Action

Date of Council Workshop

Date of Council Meeting

Date of Council Public Hearing

8/11/2026

Public Safety Sales & Use Tax of One-tenth of One Percent (0.1%)

- An Ordinance to implement a public safety sales and use tax of one-tenth of one percent (0.1%) as authorized by Section 201, Chapter 350, Laws of Washington 2025 (House Bill 2015).



- ***The Washington State Legislature has authorized the legislative authority of a qualified city to implement, by resolution or ordinance, a sales and use tax by June 30, 2028.***
- The City, through its law enforcement agency, will submit documentation to the Criminal Justice and Training Commission (“CJTC”) concurrently with the adoption of this ordinance, demonstrating that it has met the requirements of the legislation , and is eligible to receive the public safety grant and to implement the public safety sales and use tax (Chief Berry has confirmed that we would meet these requirements).
- ***Moneys received by the city from the tax imposed under this chapter must be expended for Criminal Justice Purposes, “Criminal Justice Purposes” means activities that substantially assist the criminal justice system, which includes:***
 - Domestic violence services;
 - Staffing adequate public defenders;
 - Diversion programs;
 - Reentry work for inmates;
 - Local government programs that reduce the numbers of people interacting with the criminal justice system including, but not limited to, reducing homelessness or improving behavioral health;
 - Community placements for juvenile offenders; and
 - Community outreach and assistance programs, alternative response programs, and mental health crisis response including, but not limited to, the recovery navigator program.
- ***The deadline for passing such an Ordinance and transmitting it to the Department of Revenue would be October 16, 2026, for the tax to become effective January 1, 2027.***

DOR notification deadlines



- It was initially anticipated that such a tax would bring in \$880,000 in revenue annually to the City of Bonney Lake based on an annual sales tax revenue of \$8.8 million. Upon further review of actual annual sales tax for the past five-years, the average is \$7.8 million per year. **Hence, a more conservative estimate of \$770,000 is a more realistic estimate of anticipated revenue generated by a Public Safety & Sales Use tax of one-tenth of one percent.**



Three steps to passing the new councilmanic sales tax effective January 1

To move forward with passing the new councilmanic sales tax after determining your city is eligible, follow the three steps below.

1. Send eligibility documentation to CJTC

You can submit documentation of your [eligibility](#) to CJTC *before* it completes the **HB 2015** grant application process and website. Submit documentation to Gail Stone, CJTC HB 2015 Program Manager, at cjtchb2015@cjtc.wa.gov. Upon receipt, CJTC has 45 days to review the documents and notify a city of any outstanding deficiencies.

2. Put the sales tax on the council agenda

Schedule the sales tax ordinance for a vote at an upcoming city council meeting. The ordinance must include a finding that the city has met the requirements of the grant (Sec. 201 (1)(a) of the bill). If you'd like to see examples to help with drafting your city's ordinance, view these:

- AWC-drafted [sample ordinance](#)
- Clark County [staff report](#)
- King County [Ordinance 19958](#)

Please note that these examples are for informational purposes only and not intended as legal advice. Cities should work with their legal counsel for specific questions or ordinance requirements.

Once passed, the sales tax can take effect January 1, 2026, only if a city meets an October 17 deadline to notify DOR of its passed and signed ordinance. You should give your city enough time to schedule, pass, sign, and notify the Department of Revenue (DOR) before that deadline.

3. Send the signed tax ordinance to DOR

Per [RCW 82.14.055](#), a local sales tax change may take effect no sooner than 75 calendar days after DOR receives notice of the change. Sales tax rate changes may only take effect on January 1, April 1, or July 1.

After your city passes the new sales tax ordinance, here's how to give DOR written notification of that new tax by October 17 (to take effect January 1):

- Email Jason Hartwell, DOR Tax Administration Manager, at jasonh@dor.wa.gov; and
- Include a copy of the signed ordinance that enacts the new tax.

<https://wacities.org/news/2025/11/14/three-things-you-need-to-know-to-access-sales-tax-funding-allowed-in-hb-2015>

Public Safety Sales & Use Tax Implementation by Jurisdiction

Inquiry made to the following jurisdictions on July 21, 2026:

- **Buckley** - Discussed during recent budget discussions, will continue evaluating it throughout the 2027-2028 budget process. It remains an important consideration for the City Council
- **DuPont** - No reply
- **Eatonville** - No reply
- **Edgewood** - The City has discussed the public safety sales tax. Because we contract for police services through the Pierce County Sheriff's Office, and PCSO has already adopted an additional one-tenth of one percent public safety sales tax, our residents are already paying that tax and the City does not intend to pursue its own additional public safety sales tax at this time, the City does not intend to pursue its own additional public safety sales tax.
- **Fife** - Working on a B&O/square footage tax this year, don't expect to look into the public safety sales tax until at least next year. Are aware they'll need to make a decision before the deadline (i.e., the loss of councilmanic authority in mid-2028) makes a decision for us.
- **Fircrest** - No reply
- **Gig Harbor** - Voter approved in August 2024, and it went into effect January 1, 2025
- **Lakewood** - Passed the one-tenth of one percent sales and use tax earlier in the year, effective July 1, 2026
- **Orting** - Passed and took effect three weeks ago (July 1st)
- **Puyallup** - No immediate plans to implement the tax
- **Steilacoom** - Have not and probably will not
- **Sumner** - Starting formal presentations with Council July 27th; anticipate adoption in September for collection starting January 1, 2027
- **Tacoma** - The public safety sales tax was introduced to Council late last year, and it was approved at their first meeting in January 2026, with an effective date of April 1, 2026
- **University Place** - No reply

Public Safety Sales & Use Tax City Council Consideration/Discussions

November 25, 2025 Finance Committee Meeting Minutes

Public Safety Sale Tax

Councilmanic needs to happen by 2028.

Discussion on revenues

February 24, 2026 City Council Budget Retreat Minutes

Public Safety Tax

The Council discussed and shared their concerns, including:

- What tax can be used for
- The estimated amount
- Hardship on Residents

Council asked the administration to bring forward an Ordinance to implement the Public Safety Tax to a future Council Meeting.

March 10, 2026 City Council Meeting Minutes

AB26-28 - An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Relating To The Implementation Of A Public Safety Sales And Use Tax For Criminal Justice Purposes; Adding A New Chapter 3.46 Public Safety Sales And Use Tax To The Bonney Lake Municipal Code; Providing For Severability And Corrections; And Establishing An Effective Date.

Councilmember Fullerton moved to refer AB26-28 to Finance Committee, Councilmember Baldwin seconded the motion.

Councilmember Baldwin asked to hear what the other Councilmembers' thoughts were before the item goes to committee.

Councilmember Fullerton moved to rescind motion to refer AB26-28 to Finance Committee, Councilmember Baldwin seconded the motion.

Motion approved 7 - 0.

The Council discussed and shared their concerns, including:

- Presenting to Public Safety Committee.
- Ending fund balance for 2028.
- Funding opportunities and associated obligations.
- Next opportunity for submission.

Councilmember Fullerton moved to refer AB26-28 to Finance and Public Safety Committee, Councilmember Hubler seconded the motion.

Motion approved 7 - 0.

April 14, 2026 Public Safety Committee Minutes

AB26-28 - An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Relating To The Implementation Of A Public Safety Sales And Use Tax For Criminal Justice Purposes; Adding A New Chapter 3.46 Public Safety Sales And Use Tax To The Bonney Lake Municipal Code; Providing For Severability And Corrections; And Establishing An Effective Date.

Introduced by City Administrator Vodopich who gave an overview of the ordinance.

The Public Safety Committee discussed and shared their concerns, including:

- Taxing citizens.
- Citizens paying twice.
- Voters understanding level of service.
- Would go to a vote in 2028.

It will go to the Finance Committee first, then to City Council.

April 14, 2026 Finance Committee Minutes

Public Safety Tax Discussion

City Administrator Vodopich was only given a brief opportunity to speak on the issue. The item will be brought back to next month's Finance Committee for further discussion.

The Finance Committee discussed and shared their concerns, including:

- Pierce County is already collecting the tax.

July 14, 2026 Finance Committee Minutes

Staff were asked to put this on as a continuing workshop discussion item through September 2026.

July 21, 2026 City Council Workshop Discussion Minutes

Public Safety Sales Tax Discussion Item

Introduced by Deputy Mayor Swatman acknowledged the ongoing budget challenge, noting that city administration is actively working on scenarios to address a projected budget deficit. He emphasized the importance of ensuring long-term fiscal sustainability and maintaining current service levels, while indicating that the administration prefers exploring new revenue options to bridge the gap.

Council engaged in a general discussion regarding public safety sales and use tax:

- The Deputy Mayor reiterated that structural cuts may be necessary across departments if revenue solutions are not found.
- The Mayor stated that pursuing a public safety sales and use tax is a valid path forward.
- Councilmember Fullerton noted upcoming statutory deadline cutoffs required to pass the tax measure.
- Councilmember McClimans asked whether any revenue could be recovered from Pierce County tax distributions.
- Councilmember Hubler inquired if Sunsetting was an option.

Councilmember Rock excused herself at 7:30 pm.

August 11, 2026 City Council Workshop Discussion Minutes

August 18, 2026 City Council Workshop Discussion Minutes

September 1, 2026 City Council Workshop Discussion Minutes

September 8, 2026 City Council Workshop Discussion Minutes

September 15, 2026 City Council Workshop Discussion/Action Item? Minutes

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

Agenda Bill Number:

Agenda Item Type:

Agenda Bill

Presenter:

Jason Sullivan, Public Services Director

City Strategic Goal Category:

Mobility Vision

Department/Division Submitting:

Public Services Director

Impacted Departments That Received Notification:

Public Services

Full Title/Motion: Shared Street Discussion

Short Background Summary:

At the July 21st Public Hearing on the Six-Year Transportation Plan, the City received testimony from several residents requesting to designate the streets on Inlet Island as shared streets and reduce the speed limit. Under RCW 46.61.415(3)(a) the City is not required to complete an engineering study to lower the speed limit on streets identified as shared streets, provided that the City has developed a formal policy and supporting documentation that meets RCW 46.61.415(3)(a) and RCW 46.61.197. Copies of the RCWs referenced are attached to this Agenda Bill.

In general, to have a policy the City must establish procedures and criteria for designating shared-streets, a process to confirm whether a specific street or streets(s) comply with the established criteria, and standards for pavement markings and signage necessary to comply with state requirements, the Manual on Uniformed Traffic Control Devices (MUTCD) published by the Federal Highway Administration, and best engineering practices.

The City reached out to obtain quotes to prepare the required materials and the estimated cost was approximately \$10,000. This would include reviewing applicable RCWs, the MUTCD, and existing City policies; meeting with staff to discuss implementation considerations; collecting field data as needed; preparing a draft white paper with recommended policy updates and standards for signing/markings improvements; and finalizing the document following staff review. Once the procedures and process are in place, it could be used when future requests are presented to the City. There would be a cost for pavement markings and signs, which would be different each time as it would depend on the street or streets included in the request. A new speed limit sign or other signage would cost approximately \$375 per sign to include materials and staff costs. The cost of pavement markings is unknown at this time as the City does not have standards for pavement markings for shared streets.

The City Council has three options:

1. Do nothing and do not develop procedures and standards for shared streets.
2. Appropriate additional funding this year to complete this work.
3. Defer this work to next year and include the funding in the next biennium budget.

Budget Explanation:

Committee, Board, Commission, & Hearing Examiner Review

Name Of Committee/Commission/Examiner Meeting:

Date of Committee/Commission/Examiner Meeting:

Date of Committee/Commission Public Hearing:

Committee/Commission/Examiner Meeting Decision:

Council Action

Date of Council Workshop

Date of Council Meeting

Date of Council Public Hearing

RCW 46.61.415

When local authorities may establish or alter maximum limits.

(1) Whenever local authorities in their respective jurisdictions determine on the basis of an engineering and traffic investigation that the maximum speed permitted under RCW [46.61.400](#) or [46.61.440](#) is greater or less than is reasonable and safe under the conditions found to exist upon a highway or part of a highway, the local authority may determine and declare a reasonable and safe maximum limit thereon which[:]

- (a) Decreases the limit at intersections; or
- (b) Increases the limit but not to more than 60 miles per hour; or
- (c) Decreases the limit but not to less than 20 miles per hour.

(2) Local authorities in their respective jurisdictions shall determine by an engineering and traffic investigation the proper maximum speed for all arterial streets and shall declare a reasonable and safe maximum limit thereon, which may be greater or less than the maximum speed permitted under RCW [46.61.400](#)(2) but shall not exceed 60 miles per hour.

(3)(a) Local authorities in their respective jurisdictions may establish a maximum speed limit of 20 miles per hour on a nonarterial highway or part of a nonarterial highway or a maximum speed limit of 10 miles per hour on a shared street as defined in RCW [46.61.197](#).

(b) A speed limit established under this subsection by a local authority does not need to be determined on the basis of an engineering and traffic investigation if the local authority has developed procedures regarding establishing a maximum speed limit under this subsection. Any speed limit established under this subsection may be canceled within one year of its establishment, and the previous speed limit reestablished, without an engineering and traffic investigation. This subsection does not otherwise affect the requirement that local authorities conduct an engineering and traffic investigation to determine whether to increase speed limits.

(c) When establishing speed limits under this subsection, local authorities shall consult the manual on uniform traffic control devices as adopted by the Washington state department of transportation.

(4) The secretary of transportation is authorized to establish speed limits on county roads and city and town streets as shall be necessary to conform with any federal requirements, which are a prescribed condition for the allocation of federal funds to the state.

(5) Any altered limit established as hereinbefore authorized shall be effective when appropriate signs giving notice thereof are erected. Such maximum speed limit may be declared to be effective at all times or at such times as are indicated upon such signs; and differing limits may be established for different times of day, different types of vehicles, varying weather conditions, and other factors bearing on safe speeds, which shall be effective when posted upon appropriate fixed or variable signs.

(6) Any alteration of maximum limits on state highways within incorporated cities or towns by local authorities shall not be effective until such alteration has been approved by the secretary of transportation.

[[2025 c 300 s 3](#); [2022 c 235 s 1](#); [2013 c 264 s 1](#); [1977 ex.s. c 151 s 36](#); [1974 ex.s. c 103 s 3](#); [1963 c 16 s 4](#).

Formerly RCW [46.48.014](#).]

Notes:

Federal requirements—1977 ex.s. c 151: See RCW [47.98.070](#).

RCW 46.61.197

Shared streets—Local authority may designate nonarterial highway—Central business district—Pedestrians, bicyclists, operators of micromobility devices—Annual report.

(1)(a) A local authority may designate a nonarterial highway, except as provided in (b) of this subsection, to be a shared street under this section, if the local authority has developed procedures for establishing shared streets.

(b) Nonarterial highways that are state highways may not be designated shared streets unless they are the primary roads through a central business district. For the purposes of this subsection, "central business district" means a downtown or neighborhood commercial area with boundaries defined in the local ordinance designating the shared street. A local authority must consult with the department of transportation and obtain the department's approval, consistent with the requirements of RCW [47.24.020](#), before establishing a shared street on a state highway.

(2) Vehicular traffic traveling along a shared street shall yield the right-of-way to any pedestrian, bicyclist, or operator of a micromobility device on the shared street.

(3) A bicyclist or operator of a micromobility device shall yield the right-of-way to any pedestrian on a shared street.

(4) Any local authority that designates a nonarterial highway to be a shared street as provided by this section must post an annual report on the local authority's website of the number of traffic accidents, including those that involve a pedestrian, bicyclist, or operator of a micromobility device, that occurred on the designated shared street. The report must also include the number of speeding violations and driving under the influence violations that occurred on the designated shared street.

(5) For purposes of this section:

(a) "Micromobility device" means personal or shared nonmotorized scooters, "motorized foot scooters" as defined in RCW [46.04.336](#), and "electric personal assistive mobility devices" (EPAMD) as defined in RCW [46.04.1695](#); and

(b) "Shared street" means a city street designated by placement of official traffic control devices where pedestrians, bicyclists, and vehicular traffic share a portion or all of the same street.

[[2025 c 417 s 904](#); [2025 c 300 s 1](#).]

Notes:

Findings—Intent—2025 c 417: See note following RCW [82.38.030](#).