

**COMMUNITY DEVELOPMENT
COMMITTEE**

**February 6, 2024
5:00 p.m.**

AGENDA



www.ci.bonney-lake.wa.us

Council Committees are primarily concerned with legislative/policy matters. They formulate and convey recommendations to the full council for action (BLMC 2.04.090).

The public is invited to attend Community Development Committee Meetings in person or over the internet. The information for attending is provided below.

Community Development Committee Meetings attendance options:

In-Person: Bonney Lake Justice & Municipal Center, 9002 Main St E, Ste 200, Bonney Lake

By internet: Chrome – Microsoft Teams Meeting Link [Click here to join the meeting](#)

A. CALL TO ORDER – Leslie Harris, Assistant to the City Administrator

B. ROLL CALL

p.3 **C. APPROVAL OF MINUTES: January 16, 2024**

D. DEPARTMENT REPORTS/PRESENTATIONS:

E. DISCUSSION/ACTION ITEMS:

p.5 1. **AB24-12 – Resolution 3196** – Award Construction Contract to McClure & Sons for the Grainger Springs Pump House Replacement

p.17 2. **AB24-13 – Resolution 3197** – Grainger Springs Pump Station Upgrade Project

p.39 3. **AB24-02 – Ordinance D24-02** – 2023 Code Maintenance

F. OPEN COMMITTEE DISCUSSION:

G. PUBLIC COMMENTS:

Public comments can be made in-person, by phone or virtually during this portion of the meeting. Comments are limited to 5 minutes. Those planning to comment via phone or virtually will need to sign up prior to the meeting in order to comment. When signing up, please provide your name, your screen name, and phone number (for callers) either by email to lambersonb@cobl.us or by phone at 253-447-4356. Virtual and call in registrations need to be received by 4:00 p.m. the day of the meeting. During the meeting, your name will be called when it is your turn. Your microphone will be activated, and you will be able to comment. Those physically appearing at the Community Development Committee meeting to speak during citizen comments do not need to sign up but will be asked to state their name and address for the meeting record.

H. ADJOURNMENT

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**COMMUNITY DEVELOPMENT
COMMITTEE**

**January 16, 2024
5:00 P.M.**



www.ci.bonney-lake.wa.us

DRAFT MINUTES

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

Audio starts at:
05:06:00

- A. CALL TO ORDER** – Councilmember Dan Swatman, Chair, called the meeting to order at 5:00 p.m.
- B. ROLL CALL:** Councilmember Dan Swatman, Councilmember Kelly McClimans. Councilmember Gwendolyn Fullerton was not in attendance.

Staff members in attendance at the physical location were City Administrator John Vodopich, Public Services Director Ryan Johnstone Chief of Police Mark Barry, Planning and Building Supervisor Jason Sullivan, Executive Assistant/Management Analyst Leslie Harris, Customer Service Manager Stephanie Tonellato, and Administrative Assistant III Brandy Lamberson.

Audio starts at:
05:55:00

- C. APPROVAL OF MINUTES:**

Minutes from the January 2, 2024 Community Development Committee Meeting were approved.

- D. DEPARTMENT REPORTS/PRESENTATIONS:**

- E. DISCUSSION/ACTION ITEMS:**

Audio starts at:
05:07:00

1. **Appointment of Committee Chair**

Councilmember Dan Swatman was nominated and appointed for Committee Chair.

Audio starts at:
05:09:00

2. **AB24-02 – Ordinance D24-02 – 2023 Code Maintenance – Development Services Manager Jason Sullivan.**

Development Services Manager Sullivan presented 2023 Code Maintenance. Presented the packet showing the updated codes to be adopted or changed.

The Committee agreed to bring back to CDC.

- F. OPEN COMMITTEE DISCUSSION:**

- G. PUBLIC COMMENTS:** *For efficient use of city resources, comments will be a short summary and not verbatim. Video recordings will be uploaded to the city's YouTube channel and an audio recording to the state digital archives if needing a complete review of comments.*

Audio starts at:
05:56:00

ADJOURNMENT

Councilmember Swatman adjourned the meeting at 05:56pm.

Brandy Lamberson

Brandy Lamberson, Community Development
Committee Clerk

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

Department/Staff Contact: Public Services / Ken Gill	Meeting/Workshop Date: 13 February 2024	Agenda Bill Number: AB24-12
Agenda Item Type: Resolution	Ordinance/Resolution/Motion Number: 3196	Sponsor:

Agenda Subject: Award Construction Contract to McClure & Sons for the Grainger Springs Pump House Replacement

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Award Of The Construction Of The Grainger Springs Pump House Replacement Project To McClure And Sons, Inc.

Administrative Recommendation: Award the project to McClure & Sons, Inc.

Background Summary: Grainger Springs Pump House (constructed in 1974) is at the end of its design life. Funding was budgeted in 2023/2024 to replace it and staff contracted with RH2 to prepare a bid package for its replacement. Two bids were opened May 2023. Both bids exceeded the funding and Council rejected all bids with Resolution 3166. Staff listened to bidders recommendations to lower costs and incorporated them into a rebid package. Three bids were opened in January 2024 that ranged from \$2,556,787 (McClure & Sons, Inc) to \$3,079,542 (Kassel & Associates, Inc). The project cost was reduced by \$127,530. To fund Grainger Springs, \$522,362 budgeted for the Cedar View Water Main replacement will need to be transferred to the Grainger Springs Project. Cedar View Water Main replacement will be budgeted for 2025/2026 and construction will coincide with sewer installation.

Attachments: Resolution 3196, Contract, Bid Tabulation, CIP Funds, Grainger Springs excerpt from 2020 WSP

BUDGET INFORMATION				
Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
\$2,375,000	\$2,290,104	\$2,812,466	(\$522,362)	<input type="checkbox"/> General <input checked="" type="checkbox"/> Utilities <input type="checkbox"/> Other
Budget Explanation: BARS # 401.102.034.594.34.62.04				

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	Community Development Approvals:	Yes	No
	Date: 6 February 2024		
	Chair/Councilmember Dan Swatman	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember J.Kelly McClimans	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember Gwendolyn Fullerton	<input type="checkbox"/>	<input type="checkbox"/>
	Forward to:	Consent Agenda: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Commission/Board Review:			
Hearing Examiner Review:			

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): February 13, 2024	Tabled to Date:

APPROVALS		
Director: <i>Jason Sullivan</i>	Mayor: <i>Michael McCullough</i>	Date Reviewed by City Attorney: (if applicable)

RESOLUTION 3196

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE AWARD OF THE CONSTRUCTION OF THE GRAINGER SPRINGS PUMP HOUSE REPLACEMENT PROJECT TO MCCLURE AND SONS, INC.

WHEREAS, in 2023 City Council budgeted \$1,920,000 for Grainger Springs pumphouse upgrades and 2024 budgeted \$455,000 for Hydroxide Tanks-Grainger Springs for a total project budget equal to \$2,375,000; and

WHEREAS, in May 2023 staff advertised for and opened bids for the project. The bid exceeded budgeted funding and bids were rejected with Resolution 3166; and

WHEREAS, RH2 Engineering, Inc. prepared revised bid documents and this reduced the available project funds to \$2,290,104; and

WHEREAS, staff and RH2 Engineering reduced the project scope, readvertised the project and in January 2024 opened three bids for the project with McClure and Sons, Inc located in Mill Creek, Washington being the responsible low bidder with a bid amount \$2,556,787; and

WHEREAS, to construct the project, staff recommends a construction contingency in addition to the bid amount, equal to 10% of the bid amount (\$255,679); and

WHEREAS, to fund the project, \$522,362 is needed to be allocated from the Cedar View Water main replacement project funding as this amount is equal to the bid amount plus contingency minus available project funding; and

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

Section 1. Authorization of Contract. The Mayor is authorized to sign the attached Construction Contract with McClure and Sons, Inc. for the construction of the Grainger Springs Pump Station project in an amount of \$2,556,787 equal to their submitted bid amount.

Section 2. Contingency Authorized. Ten percent (10%) is authorized for construction contingency (\$255,679).

Section 3. Transfer of Funds Authorized. The Mayor is authorized to direct City staff to transfer \$522,362 form the Cedar View Water Main project to this project

PASSED by the City Council this 13th day of February 2024.

Michael McCullough, Mayor

AUTHENTICATED:

Sadie A. Schaneman, CMC, City Clerk

CITY OF BONNEY LAKE CONTRACT

THIS CONTRACT, is made and entered into this 13th day of February, 2024 by and between the CITY OF BONNEY LAKE, a Washington municipal corporation, hereinafter referred to as the "Owner" and McClure and Sons Inc, hereinafter referred to as the "Contractor."

WITNESSETH:

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 has heretofore caused to be prepared certain plans and specifications described as the Grainger Springs Pump House Replacement and the Contractor did on the 17th day of January, 2024, file with the Owner a proposal to construct said work and agreed to accept as payment therefore the sum fully stated and set forth in the proposal; and

WHEREAS, the said Contract Documents fully and accurately described 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;

IT IS THEREFORE AGREED, first, the Contractor shall perform such work and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Contractor responsibilities throughout this Agreement and as detailed in the plans and specifications described as Grainger Spring Pump House Replacement. It is agreed that a copy of said General Conditions and other Contract Documents filed with the Owner, as aforesaid, do, in all particulars, become a part of this Agreement by and between the parties hereto in all matters and things therein set forth and described;

AND FURTHER, that the Owner and the Contractor hereby accept and agree to the terms and conditions of said Contract Documents as filed as completely as if said terms and conditions and plans were herein set out in full.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY OF BONNEY LAKE

CONTRACTOR: _____

Michael McCullough, Mayor

By _____
Title _____

Date: _____



Date: _____

City of Bonney Lake
 Grainger Springs Pump House Replacement
 Bid Tabulation
 Bid Opening January 17th 2024 @ 10AM -Cedarview Room

Bid Item	Schedule A	Engineers Estimate				McClure & Sons, Inc.		Serpanok Construction		Kassel&Associates, Inc	
		Material Units	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization, Demobilization, Site Preparation, and Clean-up	LS	1		\$209,000		\$100,000		\$240,000		\$648,811
2	Temporary Erosion and Sedimentation Control	LS	1		\$20,000		\$15,000		\$8,000		\$15,000
3	Excavation Safety and Shoring	LS	1		\$23,000		\$17,000		\$5,000		\$13,500
4	Demolition	LS	1		\$41,000		\$40,000		\$50,000		\$35,000
5	Site Work	LS	1		\$140,000		\$170,000		\$200,000		\$56,583
6	Dewatering	LS	1		\$15,000		\$18,000		\$5,000		\$10,000
7	Site Utilities	LS	1		\$402,000		\$500,000		\$350,000		\$298,500
8	Excavation	LS	1		\$80,000		\$25,000		\$250,000		\$118,000
9	Imported Structural Backfill	TN	630	\$62	\$39,000	\$65	\$40,950	\$25	\$15,750	\$34	\$21,420
10	Topsoil	CY	115	\$139	\$16,000	\$75	\$8,625	\$30	\$3,450	\$25	\$2,875
11	Structural	LS	1		\$350,000		\$369,390		\$240,000		\$324,022
12	New Pump and Motor (Pump No. 1)	LS	1		\$95,000		\$100,000		\$150,000		\$154,560
13	Refurbish and Relocate Existing Pump and New Motor (Pump #2)	LS	1		\$80,000		\$55,000		\$150,000		\$154,560
14	Mechanical	LS	1		\$181,000		\$180,000		\$200,000		\$369,996
15	Electrical	LS	1		\$406,000		\$280,000		\$260,000		\$240,500
16	Telemetry and Automatic Control	LS	1		\$119,000		\$185,000		\$85,000		\$165,000
17	Construction Records and O&M Manuals	LS	1		\$10,000		\$5,000		\$5,000		\$11,100
18	Testing, Startup, and Training	LS	1		\$15,000		\$17,000		\$2,000		\$8,150
19	Minor Change	LS	1		\$50,000		\$50,000		\$50,000		\$50,000
	Subtotal Construction Costs				\$2,291,000		\$2,175,965		\$2,269,200		\$2,697,577
	Subtotal Construction Costs				\$2,291,000		\$2,175,965		\$2,269,200		\$2,697,577
	Sales Tax (Bonney Lake, WA)	9.5%			\$217,645		\$206,717		\$215,574		\$256,270
	Total Estimated Schedule A Construction Cost				\$2,509,000		\$2,382,682		\$2,484,774		\$2,953,847

Schedule B											
1	Caustic Soda Treatment System Improvements	LS	1	\$160,000	\$160,000	\$159,000	\$159,000	\$160,000	\$90,000	\$160,000	\$114,790
	Subtotal Construction Costs incl. OH&P				\$160,000		\$159,000		\$90,000		\$114,790
	Sales Tax (Bonney Lake, WA)	9.5%			\$15,200		\$15,105		\$8,550		\$10,905
	Total Estimated Schedule B Construction Cost				\$176,000		\$174,105		\$98,550		\$125,695

	Total Estimated Schedule A + Schedule B Construction Cost				\$2,685,000		\$2,556,787		\$2,583,324		\$3,079,542
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 Apparent Low Bidder
 Corrected Bid amount due to math errors

STREET CIP

Program	2023	2024
Sidewalk	250,000	250,000
Safe Routes to School 190 th Ave E Phase 1 Sidewalk	600,000	2,000,000*
Street reconstruction	100,000	400,000
Chip seal	275,000	280,000
Roadway overlay maintenance	451,000	136,000
Church Lake Guardrail (decision card)	14,000	
Mobility Plan Update	160,000	
S. Prairie C Curb	200,000	
Angeline Dr & Veteran's Memorial Intersection	250,000	250,000
Church Lake Rd at West Tapps		250,000
ADA improvements	250,000	250,000

*Safe Route grant

PARK CIP

Program	2023	2024
AYP Improvements	280,000	
Master Plan (Parks, Trails & Open Space)	450,000	

*Decision cards for Field 4 and Midtown/Victor Falls

GENERAL GOVT CIP

Program	2023	2024
PSB Chiller (ARPA funding)	175,000	

*Decision cards for duct cleaning, painting, roof repair, demo and elevator door replacement

WATER CIP

Program	2023	2024
Lakeridge 810 Zone Reservoir	425,000	7,200,000
SCADA improvements	50,000	59,808
Tacoma Point removal	200,000	
Cedar View Water Main replacement	300,000	1,750,000
Grainger Springs pumphouse upgrades	1,920,000	
Hydroxide Tanks-Grainger Springs		455,000
Victor Falls Metering Improvements		131,577
Unilateral Flushing Program		59,808

*Decision cards for laptops, control valve program, confined space supplies, cross connection database, meter replacement, SCADA fixes, modular move, plotter

SEWER CIP

Program	2023	2024
Sewer Plan update	250,000	
Cedarview Dry Line install	300,000	1,750,000
Upgrade Sewer Trunk Line at SR410	200,000	750,000
WWTP Biosolids upgrade	55,000	330,000
WWTP upgrades	140,000	146,000
LS17	580,000	3,560,000
LS 17 Bubbler System		100,000
I/II Reduction	300,000	2,164,811
LS20 Wetwell Restoration	340,000	
SCADA Upgrade Contract	172,000	
Force Main design for Mountain Crk		200,000

*Decision cards for portable generator; bioxide; bubbler assessment

STORMWATER CIP

Program	2023	2024
NPDES	25,000	25,000
Swale retrofit program	300,000	338,400
Conveyance improvements at 211 th	73,080	
Lake Tapps Sub-basin retrofit	145,040	
200 th Ave Ct E Culvert	97,440	
Kelly Lake Rd and 214 th		67,200
Inlet Island		254,475
Fennel Crk Stream Gauge		23,690

*Decision cards for NPDES Action Plan; Ptarmigan Ridge overflow

ER&R Fund

<u>Asset #</u>	<u>Dept</u>	<u>Item</u>	<u>2023</u>	<u>2024</u>
RS213	Water	F250 4x4, Supercab, Cab Guard, Toolbox, Go Light	33,923	
EQ146	Stormwater	Olympic Tilt Trailer 12K	21,285	
RS646	Stormwater	Commercial Super Slope Mower, mower with battery, rops and seat belt, canopy, light kit, rotary beacon	80,157	
EQ399	Street/Storm	72" Skid Steer Brush Cutter	17,460	
RS693	Streets	John Deere 6110M 2022 Mower 4WD Cab	131, 805	
EQ393	Streets	22' Foot Rear Cradle Boom	36,406	
EQ397	Streets	50" HD Boom Flail	14,377	
EQ398	Streets	Rear Cradle Boom Mower	7,354	
EQ527	Multiple	Electric Forklift	79,518	
EQ395	Multiple	Material Handling Arm – Loader	10,593	
PD1201	Police	Ford Interceptor Hybrid, AWD, Pursuit Rated, SUV	77,644	
PD1203	Police	Ford Interceptor Hybrid, AWD, Pursuit Rated, SUV	77,644	
PD1303	Police	Ford F150 AWD Police Responder\	81,760	
PD1407	Police	Ford Interceptor Hybrid, AWD, Pursuit Rated, SUV	77,644	
PD1703	Police	Ford F150 AWD Police Responder	81,760	
PD1004	Police	Boat Trailer	12,000	
EQ329	Streets	Pavement Grinder/Cold Planer		41,738
RS573	Multiple	Compactor/Drum Roller		81,943
PD1305	Police	Ford F150 AWD Police Responder		85,180
PD1514	Police	Ford F150 AWD Police Resp.		85,180
PD1601	Police	Ford Interceptor Hybrid, AWD, Pursuit Rated, SUV		81,526
PD1701	Police	Ford F150 AWD Police Responder		85,180

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

Rollover from 2021-2022 Budget to 2023–2024 Budget. These items were not available for purchase at the original time of request due to Covid 19. They have also increased in price since the original budget of 2022.

<u>Asset #</u>	<u>Dept</u>	<u>Item</u>	<u>2022</u>
RS218	Sewer	Ford F550, 4WD, C&C, Ext Cab, Traction Tires, Snowplow Prep Package, LiteReader Message Board	118,759
RS216	Street/Storm	F600, Ext Cab, 4x4, dump, pull tarp, lighting	100,140
EQ616	Street/Storm	SnowDogg V-Plow	13,875
EQ617	Street/Storm	Sander / Salt Spreader	12,288
RS388	Multiple	T880 Chassis dump body, hydraulic package, chipper canopy, camera system	361,876
EQ688	Multiple	Plow, hitch & stationary	38,988
EQ689	Multiple	Sander, Auger, Sander Stand & Prewet System	66,931

Victor Falls Springs

The Victor Falls Springs pump station is located at 11700 Rhodes Lake Road (or on Bissan-Scannel Road east of its intersection with Angeline Road). Flow from this source varies from 540 gallons per minute (gpm) to 1,700 gpm or 0.78 million gallons per day (MGD) to 2.45 MGD. The low flow of 540 gpm (0.78 MGD) was recorded in 1985, and was 80 percent of the previous recorded low flow.

The average low flow in the summer months is approximately 1,010 gpm (1.45 MGD).



Water is collected at three separate spring boxes and flows by gravity through pipes to the Victor Falls pump station's wet well. The water is pumped into the distribution system by one 125 horsepower (hp) pump and one 150 hp pump with 1,000 gpm (1.44 MGD) and 1,200 gpm (1.73 MGD) capacities, respectively. The pumps are throttled so that their combined capacity is not greater than the flow from the springs. Both pumps are short-coupled, vertical turbine pumps that are driven by vertical hollow shaft, part wound, 1,800 revolutions per minute (rpm) motors. The pumps are controlled by the water reservoir levels of the Ponderosa Reservoir, as recorded by the telemetry systems. The pump station has a chlorine disinfection facility, which is located in a separate room with outside access, and a 250 kilowatt (kW) emergency power generator. In 2003, disinfection improvements were made to achieve a chlorine contact time (CT) of 6 at this source. In 2005, the gas chlorination system was replaced with an on-site sodium hypochlorite generation system. In 2012, variable frequency drives (VFDs) were added to the 125 hp pump and 150 hp pump to assist the City in matching flow rates and improve power efficiencies.

In 1995, the City utilized Victor Falls Springs as its major source, with over 56 percent of the City's total annual production, or approximately 1,424 acre-feet per year (afy) (1.27 MGD). This was primarily due to the excellent water quality of this source and its proximity to the system's high demand areas. Over the last 15 years, substantial growth has occurred in the north end of the system and the City has relied on the Tacoma Point Wellfield more often throughout the years. By 2018, Victor Falls Springs was no longer the City's highest utilized source and used only 1,301 afy (1.16 MGD), or 33 percent of the City's total production.

Grainger Springs

The Grainger Springs' facilities are located southwest of the summit of State Route 410 (18100 State Route 410). Flow from this source varies between 650 gpm and 1,300 gpm (0.94 MGD and 1.87 MGD). Like Victor Falls Springs, the minimum flow of this source occurred in 1985. The average low flow in the summer months is approximately 900 gpm (1.30 MGD).



Grainger Springs Treatment Facility

Grainger Springs' water is collected at perforated pipes and manholes along the toe of the hill and flows by gravity through pipes to the Grainger Springs pump station's wet well. The water is

pumped into the distribution system by one 75 hp pump and one 150 hp pump with capacities of 500 gpm (0.72 MGD) and 1,000 gpm (1.44 MGD), respectively, and are of the same design as the pumps at Victor Falls Springs. These pumps are also controlled by the water reservoir levels of the Ponderosa Reservoir, as recorded by the telemetry systems. This source includes a complete chlorine disinfection facility and a 150 kW emergency power generator, which are both located up the hill from the pump house in a separate structure. In 2003, chlorine contact time improvements were made to achieve a CT of 6 at this source. In 2005, the gas chlorination system was replaced with an on-site sodium hypochlorite generation system and pH adjustment for corrosion control. In 2012, a VFD was added to the 150 hp pump to assist the City in matching flow rates and improving power efficiencies.

In 1995, the City utilized Grainger Springs as its second largest source, with 24 percent of its annual production, or approximately 602 afy (0.54 MGD). In 2014, although 21 percent of the City's annual production was still from this source, it was the third largest source and production had grown to 854 afy (0.76 MGD). Grainger Springs is still utilized as much as possible by the City due to the excellent water quality and its centralized location in the City's system.

Tacoma Point Wells

Tacoma Point Well Nos. 2, 4, and 6 are located at 1110 182nd Avenue East. Each well has its own pump house. All three wells share a common chlorine disinfection facility and pH control facility. Well Nos. 2 and 4 have a diesel engine driven, 250 kW generator for backup power that is located in the Tacoma Point Well No. 2 pump house. Tacoma Point Well No. 6 does not have a permanent backup power source. The treatment facility located in the Tacoma Point Well No. 6 building, has a 35 kW generator for backup power to heat the building and run the treatment process in the event of a power failure, and the pump can be powered off of a temporary mobile power generator set. All three wells are controlled by the telemetry systems that measure the levels of the Ponderosa 748 Zone Reservoir. For most of the year, only one of these wells is in use at a time. However, in the summer months during high demand periods, it is sometimes necessary to operate both Tacoma Point Well Nos. 2 and 4 simultaneously; in peak periods Tacoma Point Wells Nos. 2 and 6 are run to reach a maximum production capacity of 2,300 gpm (3.31 MGD).



Tacoma Point Well No. 2 Building



Tacoma Point Well No. 4 Building

Tacoma Point Well No. 2 was drilled during the winter of 1985 and 1986. In the spring of 1988, the City constructed the pump house and put the well into service. The first pump for Tacoma Point Well No. 2 was driven by a vertical hollow shaft, part wound, 1,800 rpm motor. Due to a bend in the well casing, the first pump was replaced by a submersible pump in 1991. This pump was recently replaced in 2019 and this 125 hp pump is currently the only submersible pump in the City's water system. The capacity of the submersible pump is approximately 750 gpm (1.08 MGD). The static water level is approximately 246 feet below ground surface.

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

Department/Staff Contact: Public Services / Ken Gill	Meeting/Workshop Date: 13 February 2024	Agenda Bill Number: AB24-13
Agenda Item Type: Resolution	Ordinance/Resolution/Motion Number: 3197	Sponsor:

Agenda Subject: Grainger Springs Pump Station Upgrade Project

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Award Of A Professional Services Contract To RH2 For Construction Management Services To Support The Grainger Springs Pump Station Upgrade Project.

Administrative Recommendation: Award professional services contract to RH2.

Background Summary: Grainger Springs Pump House (constructed in 1974) is at the end of its design life. The Grainger Springs Pump House Replacement project consists of the construction of a new pump facility including a below grade concrete clear well, concrete masonry unit building, vertical turbine pumps, mechanical piping and plumbing, heating, ventilation and air conditioning, electrical equipment, and site utilities. The project includes relocation of existing electrical and automatic control equipment and a existing vertical turbine pump. The project also includes the demolition of the existing pump house and site restoration. All of these tasks require inspection, pay estimate preparation and review of submittals. RH2 provided the design for the project and has prepared the attached scope for construction management servcies. Clayton Posey is the project manager. Clayton began working as a intern for City; he is now a professional engineer supporting us to maintain our water and sewer systems.

Attachments: Resolution 3197, PSA Contract, Scope of Work

BUDGET INFORMATION				
Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
\$2,290,104	(\$522,362)	\$327,727	(\$850,089)	<input type="checkbox"/> General <input checked="" type="checkbox"/> Utilities <input type="checkbox"/> Other
Budget Explanation: BARS #401.102.034.594.34.62.04 To fully fund the project, staff propose to use the funding (\$327,727) budgeted in 2024 for the Cedar View Water Main Replacement Project.				

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	Community Development <i>Approvals:</i>		Yes No
	Date: 6 February 2024	Chair/Councilmember Dan Swatman	<input type="checkbox"/> <input type="checkbox"/>
		Councilmember Gwendolyn Fullerton	<input type="checkbox"/> <input type="checkbox"/>
		Councilmember J.Kelly McClimans	<input type="checkbox"/> <input type="checkbox"/>
	Forward to:	Consent Agenda:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Commission/Board Review:			
Hearing Examiner Review:			

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 2/13/24	Tabled to Date:

APPROVALS		
Director: <i>Jason Sullivan</i>	Mayor: <i>Michael McCullough</i>	Date Reviewed by City Attorney: (if applicable)

RESOLUTION NO. 3197

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO RH2 FOR CONSTRUCTION MANGEMENT SERVICES TO SUPPORT THE GRAINGER SPRINGS PUMP STATION UPGRADE PROJECT

WHEREAS, the City opened three bids on January 17, 2024 and the low bidder was determined to be McClure and Sons, Inc. in the amount of \$2,556,787 which includes sales tax; and

WHEREAS, RESOLUTION 3196 awarded the construction contract to McClure and Sons, Inc.; and

WHEREAS, replacing a water pump station requires construction management services with a firm familiar with this specialized type of work; and

WHEREAS, RH2 is the design engineer of record and is a construction management firm that has provided construction management services for similar type work and has provided a scope and fee for \$297,934; and

WHEREAS, Krazan and Associates, Inc has provided a scope and fee in the amount of \$6750 to provide materials testing services; and

WHEREAS, the City has budgeted \$2,050,000 in 2023 and 2024 for the Cedar View Water Main Replacement Project and the design of this project to the 2025/2026 budget and these water utility funds can be used allocated to support the Grainger Springs Pump Station Replacement project; and

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

Section 1. Authorization of Contract. The Mayor is authorized to sign the attached professional services contract with RH2 Engineering Inc. for construction management services to support staff with the Grainger Springs Pump Station project in the amount of \$297,934.

Section 2. Contingency Authorized. Ten percent (10%) of the scope and budget is authorized for construction management contingency (\$29,793). A portion (\$6,750) of the construction management contingency will be used to fund materials testing services provided by Krazan and Associates. The sum amount of the professional services contract and construction management contingency is the total project construction budget (\$327,727).

Section 3. Implementation Authorized. The Mayor is authorized to take the actions necessary to implement this contract.

Section 4. Transfer of Funds Authorized. The Mayor is authorized to direct City staff to transfer \$327,727 from the Cedar View Water Main project to this project.

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

Michael McCullough, Mayor

AUTHENTICATED:

Sadie A. Schaneman, CMC, City Clerk

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

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

RECITALS:

WHEREAS, the City desires to have Construction Management Services performed; and

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

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

AGREEMENT:

1. Scope of Services to be Performed by Consultant.

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

2. Compensation and Method of Payment.

The City shall pay the Consultant for services rendered a sum not to exceed Two Hundred Ninety-Seven Thousand Nine Hundred Thirty-Four Dollars (\$297,934) for the work set forth in Exhibit “A”. The City shall pay the Consultant within a reasonable amount of time once an invoice is provided, provided that the Consultant is making steady progress on the work and meeting its deadlines. Such installments shall be paid on the first and/or third Thursday of the month with the final installment being paid after delivery of record drawings. The City further reserves the right to direct the Consultant's compensated services before reaching the maximum amount.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on the date the last Party executes this Agreement and ending upon completion unless sooner terminated under the provisions of this Agreement or extended by mutual agreement of the Parties. Time is of the essence of this Agreement in each and all of its provisions in which

performance is required.

4. Ownership and Use of Documents.

A. *Ownership.* Any records, files, documents, drawings, specifications, data, or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

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

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

6. Indemnification. Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorneys' fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

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

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

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

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

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

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

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

- ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- iii. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

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

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

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

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

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

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

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

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

9. City's Right of Inspection and Audit.

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

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

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

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

12. Termination.

A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven (7) days' prior written notice. In the event of

termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports, or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.

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

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

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

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

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

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

qualification.

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

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

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

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

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

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

conditions of this Agreement and the attached exhibit, then the terms and conditions of this Agreement shall prevail over the exhibit. Either Party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

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

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

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

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

Geoffrey Dillard, Director
1201 Pacific Ave Ste1750
Tacoma WA 98402
gdillard@rh2.com

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

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

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

25. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

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

CITY OF BONNEY LAKE

CONSULTANT

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST

Sadie A. Schaneman, CMC
City Clerk

APPROVED AS TO FORM

Jennifer S. Robertson, City Attorney

EXHIBIT A

Scope of Services to be Provided by Consultant. The Scope of Services is described in the attached Proposal dated January 2024 which is attached hereto and incorporated herein.

EXHIBIT B
Rates of Service

EXHIBIT A
Scope of Work
City of Bonney Lake
Grainger Springs Pump House Replacement
Services During Construction
January 2024

Background

The City of Bonney Lake (City) retained RH2 Engineering, Inc., (RH2) to perform design of the proposed Grainger Springs Pump House Replacement project. The final design documents prepared by RH2 were submitted to the City and the Washington State Department of Health and have been approved for construction. Competitive bids for construction will be opened on January 10, 2024, and a contractor will be selected.

This Scope of Work provides tasks for RH2 to assist the City with services during construction.

Task 1 – Project Management

Objective: Manage RH2’s project team and maintain regular client communications, including phone calls, emails, and progress meetings. Prepare monthly invoices and budget status summaries.

Approach:

- 1.1 Provide direction, coordination, and oversight to the RH2 project team.
- 1.2 Prepare monthly invoices and budget status summaries.

RH2 Deliverables:

- Invoices submitted each month in electronic format (PDF).

Task 2 – Construction Contract Management Assistance

Objective: Assist the City with construction contract administration by attending weekly construction meetings, keeping meeting minutes, and preparing requests for payment, statement of working days, change order proposals, and closeout punch lists. Receive, disseminate, and log submittals and requests for information (RFI).

Approach:

- 2.1 Attend pre-construction meeting.
- 2.2 Attend weekly construction meetings, document and prepare meeting minutes, and distribute meeting minutes to relevant parties.
- 2.3 Review contractor’s monthly schedule of values and prepare monthly pay estimates and statement of working days.
- 2.4 Review contractor’s change order proposals and prepare change order approval documentation.

2.5 Receive contractor submittals and RFIs, disseminate submittals and RFIs to the appropriate reviewer, send responses to relevant parties, and maintain submittal and RFI logs.

Assumptions:

- *Weekly construction meetings will be held on site.*
- *Weekly construction meetings will be paired with periodic construction observation (subtask 4.1). The fee for travel and mileage associated with weekly construction meetings is included in subtask 4.1. The fee shown in **Exhibit B** for subtask 2.1 is associated with preparing meeting agendas and minutes and coordination with meeting attendees.*

RH2 Deliverables:

- Weekly construction meeting minutes, pay estimates, statement of working days, change order forms, submittal log, RFI log, and project close out punch lists in electronic format (PDF).

Task 3 – Document Reviews

Objective: Review submittals/ shop drawings, and RFIs. Prepare plan revisions resulting from RFIs as requested by the City.

Approach:

- 3.1 Review submittals, shop drawings, and RFIs. Review and accept or reject shop drawings, equipment submittals, specifications, schedules, and construction sequence for conformance to the project documents.
- 3.2 Prepare plan revisions resulting from document review if requested by the City.

Assumptions:

- *The City and RH2 will simultaneously receive all construction documents. RH2 will take the lead on reviewing documents. The City will be included in communications and RH2 will request for the City's input where necessary.*

RH2 Deliverables:

- Submittals, shop drawings, and RFI responses in electronic format (PDF).
- Plan revisions in electronic format (PDF).

Task 4 – On-Site Construction Observation and Special Inspections

Objective: Perform periodic construction observations and special inspections.

Approach:

- 4.1 Perform periodic construction observations to document construction conditions and confirm work observed is in accordance with the plans and specifications. Prepare a site observation report for each site visit.

4.2 Perform special inspections as required by the International Building Code (IBC) and other project requirements including structural subgrade inspections, and structural steel and concrete inspections. Prepare a site observation report for each special inspection.

Assumptions:

- *The City will provide a materials testing inspector for specific specialized activities. This will include testing of compaction of backfill and hot mix asphalt, and compressive strength testing of concrete and concrete masonry units.*
- *These services shall be performed up to the level included in the attached Fee Estimate, which is estimated as four (4) hours per site visit including a site observation report. If additional effort is needed or requested, RH2 and the City will mutually determine that extra work. The Fee Estimate (**Exhibit B**) reflects a total of two (2) on-site observations by an RH2 engineer each week for the duration of the three hundred (300) working day contract, and ten (10) special inspections as required by the IBC and specifications.*
- *RH2 is not responsible for site safety or for determining means and methods or directing the contractor or any subcontractors in their work.*

RH2 Deliverables:

- Construction observation reports in electronic format (PDF).

Task 5 – Software Development, Startup, and Testing

Objective: Provide control software development services for the operator interface (OI) and programmable logic controller (PLC) equipment. Coordinate with the City’s integrator, Parametrix, Inc. Attend field testing, startup, and commissioning services.

Approach:

- 5.1 Develop a data tag point spreadsheet for the development of a human machine interface (HMI) by Parametrix. This information will identify data to be transmitted and received from the pump station controller.
- 5.2 Provide PLC ladder logic software development, as required, for monitoring and controlling the equipment at the Grainger Springs facility.
- 5.3 Provide OI software development for the Grainger Springs facility.
- 5.4 Coordinate with Parametrix to integrate the facility controls into the existing SCADA system.
- 5.5 Attend factory witness testing of the variable frequency drive (VFD) control panels at the VFD manufacturer’s testing facility. Attend field tests for PLC, OI, and communications equipment for end-to-end data transmission integrity and accuracy. Attend field tests for OI screens for connectivity, detail, and accuracy of information displayed. Attend field tests for supervisory control and data acquisition (SCADA) alarm, navigation, and intrusion security configurations and functions.
- 5.6 Attend startup and commissioning and develop associated reporting.

5.7 Develop SCADA system operations and maintenance (O&M) material updates.

5.8 Provide eight (8) hours of on-site training on manual, programming, communications, and software operation aspects of the system utilizing the O&M manual as a training aid.

Assumptions:

- *Startup and testing is assumed to take place over three (3) days and will be attended by an electrical engineer, civil/mechanical engineer, and a control specialist.*
- *Software development, data points, and graphical displays will be defined and approved by RH2 and the City.*
- *RH2's Fee Estimate (**Exhibit B**) for Task 5 assumes a certain level of cooperation and timeliness from the contractor and any third parties required for testing. If additional hours are needed to accomplish Task 5 due to events beyond RH2's control, RH2 will notify the City in advance of such additional hours needed, and a contract modification shall be mutually negotiated.*
- *RH2 will provide eight (8) hours of training to City staff. If the City requires assistance above and beyond the fee amount associated for subtask 5.8, the City and RH2 will mutually agree upon an additional fee amount for continued training.*

RH2 Deliverables:

- Data tag point spreadsheet.
- PLC software and OI screen designs developed in subtasks 5.2 and 5.3.
- Final startup and commissioning reports completed during subtask 5.6.
- One (1) electronic copy of PLC and OI software.
- One (1) electronic copy of the following items:
 - Project spreadsheet file that includes information about the software configuration, addressing, data point names, alarms, control loops, and descriptions.
 - O&M material for SCADA system software.

Task 6 – Record Drawings

Objective: Prepare record drawings after project completion.

Approach:

6.1 Prepare record drawings at the end of the project. The City will collect construction records from the contractor and provide them to RH2.

Assumptions:

- *RH2 will rely on the accuracy and completeness of the contractors construction records/plan markups.*

Provided by the City:

- Construction records from the contractor in electronic format (PDF).

RH2 Deliverables:

- Project record drawings in electronic format (PDF).

Task 7 – Supplemental Services

Objective: Provide additional services as requested by the City.

Approach:

7.1 Provide additional services for the project as requested and authorized by the City. RH2 shall submit a budget estimate for supplemental services upon City’s request. The City shall provide written authorization to proceed with the supplemental services prior to commencing work.

RH2 Deliverables:

- Budget estimate for additional services.
- Other deliverables as requested by the City under an authorization for additional services.

Anticipated Project Schedule:

February 2024 – July 2025

EXHIBIT B

Fee Estimate

City of Bonney Lake

Grainger Springs Pump House Replacement - SDC

Dec-23

Description		Total Hours	Total Labor	Total Expense	Total Cost
Task 1	Project Management	44	\$ 10,306	\$ 347	\$ 10,653
1.1	Provide direction, coordination, and oversight to the RH2 project team	30	\$ 7,350	\$ 208	\$ 7,558
1.2	Prepare monthly invoices and budget status summaries	14	\$ 2,956	\$ 138	\$ 3,094
Task 2	Construction Contract Management Assistance	186	\$ 45,658	\$ 1,522	\$ 47,180
2.1	Attend pre-construction meeting	14	\$ 3,416	\$ 288	\$ 3,704
2.2	Attend weekly construction meetings and distribute meeting minutes	60	\$ 14,700	\$ 412	\$ 15,112
2.3	Review monthly schedule of values, prepare pay estimates and statement of working days	30	\$ 7,350	\$ 228	\$ 7,578
2.4	Review change orders and prepare approval documentation	22	\$ 5,492	\$ 182	\$ 5,674
2.5	Receive and respond to contractor's submittals and RFIs	60	\$ 14,700	\$ 412	\$ 15,112
Task 3	Document Reviews	186	\$ 39,740	\$ 1,335	\$ 41,075
3.1	Review submittals, shop drawings and RFIs	166	\$ 35,288	\$ 1,152	\$ 36,440
3.2	Prepare plan revisions resulting from document review	20	\$ 4,452	\$ 183	\$ 4,635
Task 4	On-Site Construction Observation and Special Inspections	542	\$ 117,920	\$ 7,016	\$ 124,936
4.1	Perform periodic construction observations to document construction conditions	482	\$ 104,076	\$ 6,311	\$ 110,387
4.2	Perform special inspections as required by IBC and other project requirements	60	\$ 13,844	\$ 705	\$ 14,549
Task 5	Software Development, Startup, and Testing	224	\$ 51,580	\$ 3,518	\$ 55,098
5.1	Develop a data tag point spreadsheet for Parametrix's HMI development	10	\$ 2,524	\$ 105	\$ 2,629
5.2	Provide PLC ladder logic software development	32	\$ 7,372	\$ 226	\$ 7,598
5.3	Provide OI software development	14	\$ 3,504	\$ 129	\$ 3,633
5.4	Coordinate with Parametrix	4	\$ 980	\$ 66	\$ 1,046
5.5	Attend factory witness testing of the VFD's and field testing	64	\$ 15,028	\$ 1,957	\$ 16,985
5.6	Attend startup and commissioning and develop associated reporting	76	\$ 16,920	\$ 820	\$ 17,740
5.7	Develop SCADA system O&M material updates	12	\$ 2,312	\$ 100	\$ 2,412
5.8	Provide eight (8) hours of on-site training of the control system	12	\$ 2,940	\$ 115	\$ 3,055
Task 6	Record Drawings	42	\$ 8,424	\$ 567	\$ 8,991
6.1	Prepare record drawings at the end of the project	42	\$ 8,424	\$ 567	\$ 8,991
Task 7	Supplemental Services	-	\$ -	\$ 10,000	\$ 10,000
7.1	Provide additional services for the project as authorized by the City	-	\$ -	\$ 10,000	\$ 10,000
PROJECT TOTAL		1224	\$ 273,628	\$ 24,306	\$ 297,934

EXHIBIT B
RH2 ENGINEERING, INC.
2024 SCHEDULE OF RATES AND CHARGES

RATE LIST	RATE	UNIT
Professional I	\$168	\$/hr
Professional II	\$186	\$/hr
Professional III	\$207	\$/hr
Professional IV	\$227	\$/hr
Professional V	\$245	\$/hr
Professional VI	\$259	\$/hr
Professional VII	\$282	\$/hr
Professional VIII	\$296	\$/hr
Professional IX	\$314	\$/hr
Technician I	\$132	\$/hr
Technician II	\$144	\$/hr
Technician III	\$162	\$/hr
Technician IV	\$177	\$/hr
Technician V	\$193	\$/hr
Technician VI	\$213	\$/hr
Technician VII	\$231	\$/hr
Technician VIII	\$243	\$/hr
Administrative I	\$88	\$/hr
Administrative II	\$103	\$/hr
Administrative III	\$123	\$/hr
Administrative IV	\$144	\$/hr
Administrative V	\$166	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Night Work	10.00%	% of Direct Labor
Mileage	\$0.6550	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

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

Department/Staff Contact: Public Services Department Jason Sullivan Interim Public Services Director	Meeting/Workshop Date: February 13, 2024	Agenda Bill Number: AB24-02
Agenda Item Type: Ordinance	Ordinance/Resolution Number: Ordinance D24-02	Sponsor:

Agenda Subject: 2023 Code Maintenance Package

Full Title/Motion: An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Making Routine Housekeeping Amendments To The Following Sections Of The Bonney Lake Municipal Code 10.36.015 Modifying The Prohibited Parking Zone; 10.36.020 Modifying The Restricted Parking Zone; 10.36.060 Related To The Appointment Of The Parking Enforcement Officer; 12.08.010 Related To Permits For Working Within The Public Right-Of-Way; 12.08.110 Related To The Enforcement Of City’s Right-Of-Way Code; 12.12.051 Related To Boat Launch And Parking Fees And Enforcement; And 12.12.053 Related To The Disposition Of Collected Parking Fees; 13.12.105 Related To Financial Hardships; 13.12.130 Related To Mandatory Sewer Connection And Exemptions; 14.130.120 Related To Code Enforcement Appeals; 14.130.140 Related To The Collection Of Civil Penalties; 14.130.160 Related To Unfit Dwelling Units; 14.140.040 Related To SEPA Review, Scheduling Hearings, And Providing Notice For Comprehensive Plan And Development Code Amendments; 15.28.020 Related To The Definitions For The Sign Code; 15.28.060 Related To The Regulation Of Temporary Signs; 16.02.110 Related To SEPA Fees; 16.06.020 Related To SEPA Environmental Document Availability And Cost; 16.60.030 Related To Definitions For The Urban Forestry Code; And BLMC 18.54.050 Related To Nonconforming Uses; And Repealing Chapter 9.14 Of The Bonney Lake Municipal Code Related To Police Enforcement Of The Development Code; And Repealing Section 13.04.040 Related To Sewer Connections And Exemptions; Providing For Severability And Corrections; And Establishing An Effective Date.

Administrative Recommendation: Approve

Background Summary: The “2023 Annual Code Maintenance Amendments” is the continuation of an annual process that will be used by staff to improve the clarity and effectiveness of the Bonney Lake Municipal Code. The goal of this process is to keep information current, incorporate legislative revisions, address inconsistencies, correct minor errors, and improve confusing or ineffective provisions or standards. A list of the specific amendments and the reason for each of the amendments is further discussed the attached 2023 Code Maintenance Amendment Matrix.

Attachments: Ordinance D24-02, Findings of Fact, Staff Report w/ Amendment Matrix, Public Hearing Notice, Department of Commerce Expedited Review Approval, Planning Commission Recommendation Memo, CDC Briefing Memo

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
Budget Explanation:			

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	CDC	Approvals:	Yes No
	Date: December 5, 2023	Chair/Councilmember: Dan Swatman	<input type="checkbox"/> <input type="checkbox"/>
	January 16, 2024	Councilmember Kelly McClimans	<input type="checkbox"/> <input type="checkbox"/>
	February 6, 2024	Councilmember Gwendolyn Fullerton	<input type="checkbox"/> <input type="checkbox"/>
	Forward to:	Consent Agenda:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Commission/Board Review:	Planning Commission: November 15, 2023 and December 6, 2023		
Hearing Examiner Review:			

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s):	Tabled to Date:

APPROVALS			
Director:	Mayor:	Date Reviewed	
Jason Sullivan	Michael McCullough	by City Attorney:	November 28,
		(if applicable):	2023

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ORDINANCE NO. D24-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, MAKING ROUTINE HOUSEKEEPING AMENDMENTS TO THE FOLLOWING SECTIONS OF THE BONNEY LAKE MUNICIPAL CODE 10.36.015 MODIFYING THE PROHIBITED PARKING ZONE; 10.36.020 MODIFYING THE RESTRICTED PARKING ZONE; 10.36.060 RELATED TO THE APPOINTMENT OF THE PARKING ENFORCEMENT OFFICER; 12.08.010 RELATED TO PERMITS FOR WORKING WITHIN THE PUBLIC RIGHT-OF-WAY; 12.08.110 RELATED TO THE ENFORCEMENT OF CITY'S RIGHT-OF-WAY CODE; 12.12.051 RELATED TO BOAT LAUNCH AND PARKING FEES AND ENFORCEMENT; AND 12.12.053 RELATED TO THE DISPOSITION OF COLLECTED PARKING FEES; 13.12.105 RELATED TO FINANCIAL HARDSHIPS; 13.12.130 RELATED TO MANDATORY SEWER CONNECTION AND EXEMPTIONS; 14.130.120 RELATED TO CODE ENFORCEMENT APPEALS; 14.130.140 RELATED TO THE COLLECTION OF CIVIL PENALTIES; 14.130.160 RELATED TO UNFIT DWELLING UNITS; 14.140.040 RELATED TO SEPA REVIEW, SCHEDULING HEARINGS, AND PROVIDING NOTICE FOR COMPREHENSIVE PLAN AND DEVELOPMENT CODE AMENDMENTS; 15.28.020 RELATED TO THE DEFINITIONS FOR THE SIGN CODE; 15.28.060 RELATED TO THE REGULATION OF TEMPORARY SIGNS; 16.02.110 RELATED TO SEPA FEES; 16.06.020 RELATED TO SEPA ENVIRONMENTAL DOCUMENT AVAILABILITY AND COST; 16.60.030 RELATED TO DEFINITIONS FOR THE URBAN FORESTRY CODE; AND 18.54.050 RELATED TO NONCONFORMING USES; AND REPEALING CHAPTER 9.14 OF THE BONNEY LAKE MUNICIPAL CODE RELATED TO POLICE ENFORCEMENT OF THE DEVELOPMENT CODE; AND REPEALING SECTION 13.04.040 RELATED TO SEWER CONNECTIONS AND EXEMPTIONS; PROVIDING FOR SEVERABILITY AND CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City routinely review its code for clarity and seeks to periodically bring forward housekeeping changes; and

WHEREAS, this ordinance contains minor amendments to improve the clarity and effectiveness of the City's existing code; and

WHEREAS, these amendments are necessary to keep the regulations current,

incorporating legislative revisions, addressing inconsistencies, correcting minor errors, and improving confusing or ineffective provisions or standards; and

WHEREAS, the Public Services Director acting as the SEPA Responsible Official determined that the proposed amendment is categorically exempt from threshold determination pursuant to WAC 197-11-800(19)(b); and

WHEREAS, the City provided public notice of the hearing as required by BLMC 14.40.140; and

WHEREAS, the Planning Commission held a public hearing on December 6, 2023 as required by BLMC 14.10.090.C and recommend that the City Council approve the amendments contained in this ordinance; and

WHEREAS, pursuant to RCW 36.70A.106 the City submitted this Ordinance to the Department of Commerce. The Department of Commerce review period concluded December 29, 2023; and

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

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

Section 2. Section 10.36.015 of the Bonney Lake Municipal Code is hereby amended to read as follows:

10.36.015 Prohibited parking zones.

Parking shall be prohibited:

- A. On both the east and west sides of 186th Ave. E. between 90th St. E. and 88th St. E.
- B. In the triangular area north of 96th St. E., east of 198th Ave. Pl. E., and west of 198th Ave. E.
- C. On both the east and west sides of Sky Island Dr. E. between 97th St. E. and 104th St. E.
- D. On the south side of Bonney Lake Blvd. E. between West Tapps Hwy. E. and 192nd Ave. E.
- E. On the east side of West Tapps Hwy. E. between 67th St. E. and 76th St. Ct. E.

F. On both sides of West Tapps Hwy. E. between 76th St. Ct. E. and Church Lake Rd. E.

G. On both sides of 76th St. Ct. E. ~~from~~ between West Tapps Hwy. E. and ~~the terminus-~~
202nd Ave. E.

H. On both sides of 100th St. E. between 204th Ave. E. and the terminus.

Section 3. Section 10.36.020 of the Bonney Lake Municipal Code is hereby amended to read as follows:

10.36.020 Restricted parking zones.

Parking without a city-issued permit is prohibited in the following zones:

A. Bonney Lake High School.

1. Both sides of 200th Ave. Ct. from South Prairie Road to 104th St. E.
2. Both sides of 201st Ave. E.
3. Both sides of 201st Ave. Ct. E.
4. Both sides of 201st Ave. Pl.
5. Both sides of 199th Ave. E.
6. Both sides of 199th Ave. Ct. E.
7. Both sides of 198th Ave. E., north of 104th St. E.
8. Both sides of 99th St. Ct. E.
9. Both sides of 100th St. E.
10. Both sides of 100th St. Ct. E.
11. Both sides of 101st St. E.
12. Both sides of 102nd St. E.
13. Both sides of 103rd St. E.
14. Both sides of 104th St. E., west of 198th Ave. E.
15. Both sides of 105th St. E., west of 198th Ave. E.
16. Both sides of 105th St. Ct. E., west of 198th Ave. E.

17. Both sides of 106th St. E., west of 198th Ave. E.
18. Both sides of 106th St. Ct. E., west of 198th Ave. E.
19. Both sides of 107th St. E., west of 198th Ave. E.
20. Both sides of 108th St. E., west of 198th Ave. E.
21. Both sides of 108th St. Ct. E., west of 198th Ave. E.
22. Both sides of 109th St. E., west of 198th Ave. E.
23. Both sides of 109th St. Ct. E., west of 198th Ave. E.
24. Both sides of 110th St. E., west of 198th Ave. E.
25. Both sides of 111th St. E., west of 198th Ave. E.
26. Both sides of 112th St. E., west of 198th Ave. E.
27. Both sides of 113th St. E., west of 198th Ave. E.
28. Both sides of 188th Ave. E.
29. Both sides of 188th Ave. Ct. E.
30. Both sides of 189th Ave. E.
31. Both sides of 190th Ave. E.
32. Both sides of 191st Ave. Ct. E.
33. Both sides of 192nd Ave. E.
34. Both sides of 196th Ave. E.
35. Both sides of Wildflower Ct. E.
36. Both sides of Wilderness Ct. E.
37. Both sides of Springwood Dr. E.
38. Both sides of Springwood Dr. E. from 196th to Meadowlark.
39. Both sides of Meadowlark.

B. Allan Yorke Park.

1. Both sides of 194th Ave. E., south of Bonney Lake Blvd. E. and north of 76th St. E.
2. Both sides of 193rd Ave. E., south of Bonney Lake Blvd. E. to terminus.
3. Both sides of 193rd Ave. E., north of Bonney Lake Blvd. E. to 68th St. E.
4. Both sides of Church Lake Dr. E. from West Tapps Hwy. E. to 72nd St. E.
5. Both sides of 76th St. E. east and west of 194th Ave. E. and terminus.
6. Both sides of 202nd Ave. E. from 76th St. Ct. E. to 78th St. Ct. E.
7. Both sides of 75th St. E from 194th Ave. E. to 193rd Ave. E.
8. Both sides of 77th St. Ct. E. from 202nd Ave. E. to 204th Ave. E.
9. On both sides of 76th St. Ct. E. from 202nd Ave. E. to the terminus.

Section 4. Section 10.36.060.A of the Bonney Lake Municipal Code is hereby amended to read as follows:

- A. Parking Enforcement Officer. The ~~mayor~~ Police Chief shall designate one or more employees of the ~~city~~ Police Department to serve as a parking enforcement officer. Said officer(s) shall be given a limited commission by the ~~mayor~~ Police Chief and be under the supervision of ~~an appointed official deemed by the mayor~~ the Police Chief or designee. ~~most appropriate to assist in the supervision of parking enforcement duties. For the purposes of this section, the parking enforcement officer shall not be a uniformed law enforcement officer as defined in, or for the purpose of, Chapter 41.26 RCW, or pertinent provisions of the Bonney Lake Municipal Code; but shall be a noncivil service city employee performing a special limited function consistent with the meaning and intent of this chapter.~~ This section shall not relieve or limit fully commissioned police officers of the city from performing parking enforcement duties as may be assigned.

Section 5. Section 12.08.010 of the Bonney Lake Municipal Code is hereby amended to read as follows:

12.08.010 Permit.

~~Any~~ No person, firm, corporation, joint stock company, partnership, association or otherwise, whether of a private or governmental nature, and excepting therefrom only the city itself by its duly authorized agents or employees, shall, perform any work ~~prior to causing any excavation to be made~~ over, along, under or across any ~~street~~ public right-of-way within the incorporated limits of the city as presently or hereafter constituted, ~~apply for a~~ prior to obtaining a permit

for said work ~~to do said excavation prior to the time of excavation, and shall supply to the appropriate agency of the city information sufficient to show the nature, purpose and location of the excavations.~~ Work is defined as activity which digs up, breaks, excavates, tunnels, undermines the public right-of-way, the placement of earth or other excavated material obstructing or interfering with the free use of the public right-of-way, and/or the removal of trees located within the public right-of-way. Work shall also include any activity that disturbs or impedes the follow of traffic, pedestrians, or bicyclist within the public right-of-way.

Section 6. Section 12.08.110 of the Bonney Lake Municipal Code and the is hereby amended to read as follows:

12.08.110 Penalties-Enforcement.

- A. In the event that work is commenced without a permit required by this chapter, the city may order such unauthorized work to cease and may cause the right-of-way to be restored to its original condition at the expense of the person or entity performing the work. Except, that in those cases where emergency repairs are required, work may start immediately without prior approval from the city. Permits covering the emergency repairs shall be applied for as soon as the extent of the repair is determined. ~~Any person, firm, corporation or otherwise who fails and refuses to comply with the terms of this chapter by failing or refusing to obtain a permit and pay the fees as herein set shall be guilty of a misdemeanor.~~
- B. Violations of this chapter shall be enforced through the provisions of Chapter 14.130 BLMC.

Section 7. Section 12.12.051 of the Bonney Lake Municipal Code and the is hereby amended to read as follows:

12.12.051 Boat launch facilities – and Parking fees established.

The following ~~parking~~ fees shall be charged by the city for use of the boat launch facilities and parking at Allan Yorke Park:

- A. A resident combined boat launching and parking pass (“resident pass”) shall be available at the Public Safety Building. The cost of the resident pass shall be set by resolution of the city council ~~\$30.00 plus tax per vehicle per year~~. Residency will be verified through current Washington State driver’s license or other acceptable proof of residency. The resident parking pass shall not be transferable. The resident pass will expire on December 31st of each year. The resident pass shall be displayed on the vehicle while parking at the boat launch.
- B. The administrative fee for replacement of a pass shall be set by resolution of the city council ~~is \$100.00~~. No refunds will be given for lost, stolen, or unused passes.

~~BC.~~ A fee as set by resolution of the city council ~~of \$17.00 plus tax~~, paid electronically, ~~will~~ shall be required ~~per day of boat trailer parking at the~~ to utilize the boat launch facilities for any vehicle ~~not displaying a~~ without a valid resident pass.

~~D.~~ Between May 1st and October 1st of the calendar year vehicle parking to include boat trailer parking shall pay a fee as set by resolution of the city council; provided, however, that vehicles with a boat trailer displaying a resident pass shall be exempt from this requirement.

~~CE.~~ Any person failing to pay the daily parking fee or display a valid pass shall be deemed to have committed a civil infraction and for each such violation shall be subject to a civil penalty in the amount of \$41.00 plus court costs, if any. Failure to respond to a notice of infraction within 15 days shall result in an additional penalty of \$25.00. The infraction form shall comply with all applicable portions of RCW 46.63.060. Violations of this section are subject to citation and/or impoundment by the parking enforcement officer as provided below:

1. Towing, impoundment, and redemption procedures shall be consistent with Chapter 46.55 RCW and Chapter 10.32 BLMC.
2. The citation shall carry a fine of \$250.00 plus court costs and statutory assessments, if any. Failure to respond to a notice of infraction within 30 days from the date issued or 33 days from the date the notice is mailed shall result in an additional penalty of \$25.00. The infraction form issued to violators shall comply with all applicable portions of RCW 46.63.060. The hearing requirements contained in RCW 46.63.070 through 46.63.151 shall apply to violations of this chapter and are hereby incorporated by reference.

~~DE.~~ The mayor is authorized to promulgate policies and procedures necessary for the implementation of this section and the administration of the boat launch program.

Section 8. Section 12.12.053 of the Bonney Lake Municipal Code and the is hereby amended to read as follows:

12.12.053 ~~Administration of program~~ Disposition of parking fees.

Parking fees collected under BLMC 12.12.051.D shall be placed in the park capital improvement project fund and utilized for improvements identified on the adopted park capital improvement plan. Any unexpended funds at the end of a budget period shall not be transferred to the general fund or otherwise lapse, but funds shall be carried forward from year to year until expended for a purpose set forth above.

Section 9. Section 13.12.105 of the Bonney Lake Municipal Code and the is hereby amended to read as follows:

13.12.105 ~~Calculation of nonresidential sewer connection charges~~ Financial Hardship.

When connection to the sewer system becomes mandatory, an applicant may apply to the city to pay the sewer SDC and/or the Eastown Utility Latecomer on an installment payment plan. The application shall state that paying the SDC and/or the Eastown Utility Latecomer poses a financial hardship. The city may permit the applicant to pay the charge in monthly or annual installments (not both) for a period of not more than five years and such payment plan may be recorded against the property. An interest rate, as determined by the city's chief financial officer based on the current rate of return the city would receive otherwise, will be charged on the balance owing to the city. If the property is sold prior to full payment of the entire obligation, the entire remaining balance of the sewer SDC and/or the Eastown Utility Latecomer, plus interest, shall be due and payable at the time of sale. Any past-due installments and any remaining balance that are not paid at the sale will become a lien on the property.

Repealed by Ord. 1477.

Section 10. Section 13.12.130 of the Bonney Lake Municipal Code and the is hereby amended to read as follows:

13.12.130 Sewer Connections mandatory.

- ~~A. Sewer Connections Mandatory.~~ All new development must connect to the public sewer system unless an exception or special provision in this section has been met.
- ~~BA. Exception for Residential Development Single Family Residential and Duplex.~~ Where a public sanitary sewer is over 200 feet from a lot of record (as measured along centerline of right-of-way or easement from end of sewer main to intersection of right-of-way centerline and extension of the nearest property line), a private wastewater disposal system may be installed in conjunction with the construction of an individual detached single-family home, ~~or duplex, triplex, or fourplex~~ when the following are met: ~~if the Tacoma-Pierce County health department has issued a permit for the private wastewater disposal system.~~
1. The public sanitary sewer is over 200 feet from the closest property line of a lot of record (as measured along centerline of right-of-way or easement from end of sewer

main to intersection of right-of-way centerline and extension of the nearest property line); and

2. The City Engineer has determined that the connection is impractical due to construction infeasibility based on engineering best practices; and

3. The Tacoma-Pierce County health department has issued a permit for the private wastewater disposal system.

EB. Limits on Use of Private Wastewater Disposal Systems. Where a private wastewater disposal system predates the enactment of this section or has been permitted pursuant to subsection B of this section, the private wastewater disposal system may be used so long as it is functioning properly; provided, that:

1. When a gravity public sewer main with a side sewer connection has been installed in any street, alley, or right-of-way abutting the property line, the property must connect to the public sewer at the time of sale or substantial improvement as defined in BLMC 16.20.030; and
2. When a public sewer main has been installed to or across the property line, the property must connect to the public sewer if the private wastewater disposal system fails or requires replacement;
3. If a property is not connected to the public sewer at the time a connection is required under this section, the city shall levy penalties in an amount equivalent to such charges that would be levied if said property were connected, pursuant to RCW 35.67.190.

DC. Special Conditions for Easttown Subarea. Properties within the Easttown subarea that are within the area served by Lift Station 23 may continue to use existing private wastewater disposal systems for existing or changed uses and may install new private wastewater disposal systems in conjunction with changes of use or new construction. The Tacoma-Pierce County health department must issue a permit for all private wastewater disposal systems. Applicants for development approvals or permits, including but not limited to site plan approvals, building permits, tenant improvements, and certificates of occupancy, shall, at the time of permitting, execute an agreement with the city containing the following provisions:

1. A covenant, which shall run with the land and bind future owners of the property, to connect to public sewer service within one year of when sewer service becomes available. For purposes of this section, sewer service is available when an active public sewer main reaches the property line or is within 250 feet of the property line; and

2. An agreement that system development charges and related charges, latecomer fees, and monthly sewer fees shall be due at the time public sewer service becomes available, and that unpaid charges will become a lien on the property; and
3. An agreement to install public sewer infrastructure required by then current Bonney Lake Municipal Code, including dry lines located in a public sewer easement, at the time of temporary septic system construction; and
4. An agreement that if future construction increases the sewer capacity required by the property, additional system development charges shall be paid; and
5. A requirement to decommission the private wastewater disposal system at the time of sewer connection.

ED. Short Plats. Shorts plats of 4 or fewer lots may install new private wastewater disposal systems on each individual lot; provided that the Tacoma-Pierce County health department issue a permit for all private wastewater disposal systems and complies with the following:

1. The applicant shall prepare civil plans, which must be approved by the City, for the sewer extension that would have been required to serve the short plat and install dry lines consistent with the approved civil plans within and along the frontage of said short plat prior to obtaining final short plat approval. This provision does not require an applicant to prepare plans for any required regional lift stations.
2. Community septic systems shall not be utilized or accepted by the city.
3. Place the following notices on the face of the final short plat:
 - a. Property owners shall be required to connect to the public sewer service when the property is sold and/or the septic system fails, if the sewer services is available at that time.
 - b. Property owners shall be responsible for system development charges, related charges, and latecomer fees at the time connection is made to the public sewer service. Any unpaid charges will become a lien on the property.
 - c. Property owners shall be charged the monthly base charge starting when the sewer services are available regardless of whether a connection to the sewer services is made.
 - d. Property owners shall decommission the private wastewater disposal system at their own expense at the time of sewer connection.

~~Financial Hardship. When connection to the sewer system becomes mandatory, an applicant may apply to the city to pay the sewer SDC on an installment payment plan. The application shall state that paying the SDC poses a financial hardship. The city may permit the applicant to pay the charge in monthly or annual installments (not both) for a period of not more than five. An interest rate, as determined by the city's chief financial officer based on the current rate of return the city would receive otherwise, will be charged on the balance owing to the city. If the property is sold prior to full payment of the entire obligation, the entire remaining balance of the sewer SDC plus interest, shall be due and payable at the time of sale. Any past due installments and any remaining balance that are not paid at the sale will become a lien on the property. Payment plans shall not be allowed if payment of the sewer SDC becomes mandatory in accordance with subsection (C)(1) of this section.~~

Section 11. Section 14.130.120 of the Bonney Lake Municipal Code is hereby amended to read as follows:

14.130.120 Appeal.

- A. Civil penalties and notices of violation may be appealed to the hearing examiner. ~~Refer to BLMC 14.120.020 for the appeal deadline, procedure, and fee.~~ The appeal of a notice of violation may contest that a violation occurred and/or the corrective action ordered. Failure to appeal the notice of violation waives the right to contest that a violation occurred or the corrective action ordered during an appeal of the civil penalty.
- B. The person cited in the notice of violation and/or the notice of civil penalty or any person having any record title or legal interest in the building, structure, premise, personal property, or land where the violation is alleged to exist may appeal a notice of violation and/or the notice of civil penalty.
- C. The appeal shall be filed with the Public Services Department utilizing the online code enforcement appeals form no later than 4:00 p.m. on the fifteenth day from the date of service. The date of service is determined pursuant to BLMC 14.130.050.
- D. The written appeal shall state the name and address of the appellant and shall explain how the appellant is authorized by BLMC 14.130.120.B to file the appeal and shall list grounds for the appeal, including any alleged error of fact or law in the notice of violation and/or notice of civil penalty.
- E. Appeals that do not meet the filing requirements set forth in this section may be rejected and need not be forwarded to the hearing examiner and/or processed. Any party who has an appeal rejected under this section may bring a motion to the city's hearing examiner to re-instate the appeal upon the basis that the appeal complied with the filing requirements.

Such motion must be brought within 15 days of the date of notice of the city's rejection and refusal to process the appeal.

~~CF.~~ The hearing examiner shall conduct a hearing consistent with Chapter 2.18 BLMC and shall:

1. Prepare findings regarding whether a preponderance of evidence shows that the violation occurred and the required corrective action is reasonable;
2. Accordingly affirm, vacate, or modify the particulars of the notice of violation; and
3. Affirm, vacate, or modify the assessment of civil penalties. The hearing examiner may reduce civil penalties based on the following considerations:
 - a. Whether the violation was a first violation; and
 - b. Whether the violator showed due diligence in correcting the violation; and
 - c. Whether the penalty is more than necessary to:
 - i. Neutralize any profit enjoyed by the violator as a result of the violation; and
 - ii. Make the public whole for environmental or other damages suffered as a result of the violation; and
 - iii. Recompense the city for the costs of enforcement; and
 - iv. Other relevant factors.

~~C. Repealed by Ord. 1610.~~

~~D. Repealed by Ord. 1610.~~

~~EG.~~ Any appeal of the hearing examiner's determination must be filed with superior court pursuant to Chapter 36.70C RCW.

H. This section identifies final decisions appealable to superior court. In lieu of superior court, some appeals of final decisions are required by state law to be filed in other forums. The appellant bears the responsibility of filing an appeal in the proper forum and no assurances are made as to the accuracy of the forums designated by this section.

Section 12. Section 14.130.140 of the Bonney Lake Municipal Code is hereby amended to read as follows:

14.130.140 Collection.

- A. A monetary penalty constitutes a personal obligation of the person to whom the notice of civil penalty is directed. Assessed penalties shall be paid to the city within 15 days from the date of service of the notice of civil penalty. The city may take all legal means to collect penalties.
- B. The city attorney may negotiate a settlement, compromise, or otherwise dispose of an issued monetary penalty when to do so would be in the best interest of the city.

Section 13. Section 14.130.160 of the Bonney Lake Municipal Code is hereby amended to read as follows:

14.130.160 Abatement by the city – Unfit dwellings, buildings, and structures.

- A. The city of Bonney Lake finds that there exist in its territorial limits unfit dwellings, buildings, and structures as defined in RCW 35.80.010.
- B. The hearing examiner may determine that a dwelling, building, structure, or premises is unfit for human habitation or other use if conditions exist in such dwelling, building, structure, or premises which are dangerous or injurious to the health or safety of the occupants of such dwelling, building, structure, or premises, the occupants of neighboring dwellings, or other residents of the city of Bonney Lake. A dwelling, building, structure, or premises is dangerous or injurious when, among other situations, it is vacant for an extended period and persistently or repeatedly becomes unprotected or unsecured, or is currently or frequently occupied by unauthorized persons for illegal purposes, or the owner or occupant(s) of the structure have not provided minimum safeguards to protect or warn occupants in the event of fire, or contains unsafe equipment, or is so damaged, decayed, dilapidated, structurally unsafe, or of such faulty construction or unstable foundation that it presents a danger of structural collapse or fire spread to adjacent properties.
- C. The hearing examiner shall serve as the public officer as defined in RCW 35.80.020, except that the code official shall provide all administrative functions such as preliminary investigations and the serving of notices. The code official shall have the power to investigate the dwelling and other property conditions in the city and to enter upon premises, with consent of the occupant, for the purpose of making examinations when the code official has reasonable grounds for believing they are unfit for human habitation, or for other use; provided, that such entries shall be made in such manner as to cause the least possible inconvenience to the persons in possession, and the code official shall obtain an

order for this purpose after submitting evidence in support of an application which is adequate to justify such an order from a court of competent jurisdiction in the event entry is denied or resisted.

- D. Except for the code official's functions listed in subsection C of this section, the hearing examiner shall have all the powers and follow all the procedures identified for the board or officers in RCW 35.80.030.
- E. In determining the fitness of a premises, the hearing examiner shall reference Chapter 8.20 BLMC and the building codes adopted pursuant to Chapter 15.04 BLMC, or any other pertinent provision of the development code, in accordance with RCW 35.80.030(1)(d) and (e).
- F. The ~~city council~~ appellate hearing examiner shall serve as the appeals commission identified in RCW 35.80.030(1)(g), complying with the procedures stated therein.
- G. In accordance with RCW 35.80.030(1)(h), the cost of abatement by the city shall be assessed against the real property upon which such cost was incurred, which assessment the county treasurer shall enter upon the tax rolls against the property for the current year. If the city sells any materials from the premises as provided in RCW 35.80.030(1)(h), it shall do so in accordance with Chapter 2.70 BLMC. The assessment shall constitute a lien against the property which shall be of equal rank with state, county and municipal taxes.
- H. Any person affected by an order issued by the ~~city council~~ appellate hearing examiner pursuant to subsection F of this section may petition to the superior court as provided in RCW 35.80.030(2)

Section 14. Section 14.140.040 of the Bonney Lake Municipal Code is hereby amended to read as follows:

14.140.040 ~~Threshold determination~~ SEPA, scheduling of hearing, and notice.

Once a proposed amendment to the comprehensive plan or a development regulation has been drafted, the director(s) shall:

- A. ~~Perform a threshold determination regarding the proposal in accordance with Chapter 197-11 WAC, Part Three~~ Ensure compliance with the city's SEPA Code adopted as Title 16 Division I BLMC.
- B. ~~If a determination of significance (DS) is issued, determine the scope of the environmental impact statement (EIS) and prepare the draft EIS;~~
- C. ~~Schedule a public hearing before the planning commission for a date that conforms to the following notice requirement; and~~

~~DC.~~ Publish between ~~15-10~~ and 30 days before the hearing a notice of hearing in the official newspaper (see Chapter 1.20 BLMC); ~~provided, that:~~

- ~~1. If a determination of nonsignificance (DNS) has been issued, the notice shall state that if timely comments are received the director(s) will reconsider the DNS.~~
 - ~~2. If WAC 197-11-340(2) applies (that is, city cannot take final action until 15 days after issuing a DNS), the director(s) shall also send the notice of hearing/DNS and environmental checklist to the agencies listed in WAC 197-11-340(2).~~
 - ~~3. If a DEIS has been prepared, the notice shall state that comments on the DEIS will be accepted until and at the hearing.~~
- ~~4D.~~ The director(s) may publicize a given legislative proposal more broadly or by additional means than stated herein if desired to gather more public input. Minor errors in amendment procedures, such as unintended inaccuracies in any public notice, shall not invalidate an amendment proceeding.

Section 15. Section 15.28.020 of the Bonney Lake Municipal Code is hereby amended to read as follows:

15.28.020 Definitions.

For the purposes of this chapter, the following terms shall have the meaning ascribed to them below:

A. "A" Definitions

1. "Abandoned sign" means a sign which no longer identifies or advertises a bona fide business, lessor, service, owner, product, or activity, and/or for which no legal owner can be found.
2. "Air-activated graphics" means a sign, all or any part of which is designed to be moved by action of forced air so as to make the sign appear to be animated or otherwise have motion.
3. "Ambient light" means surrounding or environmental light that is everywhere equally intense and has no directionality.
4. "Animated sign" means any sign depicting action, motion, light, or color changes through electrical or mechanical means.
5. "Awning" means a shelter projecting from and supported by the exterior wall of a building, constructed of nonrigid materials on a supporting framework (compare "marquee").

6. “Awning sign” means a sign painted on, printed on, or attached flat against the surface of an awning.

B. “B” Definitions

1. “Balloon signs” means a sign that is an air-inflated object, which may be of various shapes, made of flexible fabric equipped with a portable blower motor that provides a constant flow of air and is restrained in place with a cord, rope, or cable.

2. “Banner sign” means a sign made of fabric or any nonrigid material.

3. “Blade sign” means a temporary sign constructed of cloth, canvas, plastic fabric, or similar light-weight, nonrigid material and supported by a single vertical pole. Blade signs are also referred to as feather banners or teardrop signs.

C. “C” Definitions

1. “Changeable copy sign (automatic)” means a sign on which the copy changes automatically on a lamp-bank or through mechanical means, e.g., electrical or electronic time and temperature units.

2. “Copy” means the graphic content or message of a sign.

D. “D” Definitions

1. “Digital sign” means a changeable copy sign that uses a matrix of illumination elements, such as light emitting diodes (LED), liquid crystal display (LCD), plasma display, individual light bulbs, or other digital or analog electronic media to display or project copy which can be modified by electronic processes.

2. “Directory sign” means a monument sign that identifies two or more tenants located within a multiple-building complex or multitenant building.

E. “E” Definitions

1. “Electronic message center” means an electronically activated sign whose message content contains words, symbols, figures, and/or images and may be changed by means of electronic programming.

F. “F” Definitions

1. “Facade” means the entire building front including the parapet.

2. “Face of sign” means the area of a sign on which the copy is placed.

3. “Festoon” means a string of ribbons, tinsel, flags, or pinwheels.
4. “Flashing sign” means a sign which contains an intermittent or sequential flashing light source used primarily to attract attention. Does not include changeable copy signs, animated signs, or signs which, through reflection or other means, create an illusion of flashing or intermittent light (compare “animated sign,” “changeable copy sign (automatic)”).
5. “Frontage” means the length of the property line of any one premises along a public right-of-way on which it borders.
6. “Frontage, building” means where the main entrance is located on a facade which is visible from a public or private street, parking lot, or highway.

G. “G” Definitions

1. “Government sign” means any temporary or permanent sign erected and maintained by the city, county, state, or federal government for traffic direction; official public notices such as notice of land use action signs or signs relating to an emergency; temporary signs posted at City posting locates; or for direction to any school, hospital, historical site, or public service, property, or facility.

H. “H” Definitions

1. “Height (of a sign)” means the vertical distance from the highest point of the sign, excluding decorative embellishments, to the grade of the adjacent street or the surface grade beneath the sign, whichever is less.

I. “I” Definitions

1. “Interactive sign” means an electronic or animated sign that reacts to the behavior or electronic signals of drivers.

J. “J” Definitions

Reserved

K. “K” Definitions

Reserved

L. “L” Definitions

Reserved

M. "M" Definitions

1. "Maintenance" means the cleaning, painting, minor repair, or replacement of defective parts of a sign in a manner that does not alter the basic copy, design, or structure of the sign.
2. "Marquee" means a permanent structure attached to, supported by, and projecting from a building and providing protection from the weather elements, but does not include a projection of the roof of the building. For the purposes of this chapter, a freestanding permanent roof-like structure providing protection from the elements, such as a service station gas pump island, shall also be considered a marquee.
3. "Marquee sign" means any sign which forms part of or is integrated into a marquee and/or is attached to a marquee.
4. "Message," pertaining to electronic signs, means a text message, image, or combination thereof meant to be comprehended as a whole by the viewer. Each sentence or simple concept shall be deemed a separate message. A message can either be a static display or a display which, not fitting onto the screen all at once, is broken into parts which appear sequentially, appearing on or scrolling across the screen. Electronic signs are capable of changeable messages.
5. "Monument sign" means a ground-mounted sign which is attached to the ground by means of a wide base of solid appearance.
6. "Multiple-building complex" means a group of structures housing at least one retail business, office, commercial venture or independent or separate part of a business which shares the same lot, access and/or parking facilities.
7. "Multiple-tenant building" means a single structure housing more than one retail business, office or commercial venture but not including residential apartment buildings.

N. "N" Definitions

1. "Nit" means a luminance unit equal to one candle per square meter measured perpendicular to the rays from the source.

O. "O" Definitions

1. "Off-premises sign" means a sign structure advertising an establishment, merchandise, service or entertainment, which is not sold, produced, manufactured, or furnished at the property on which said sign is located, e.g., "billboards" or "outdoor advertising."

2. “On-premises sign” means a sign which pertains to the use of the premises on which it is located.
3. “Owner” means a person recorded as such on official records. For the purposes of this chapter, the owner of property on which a sign is located is presumed to be the owner of the sign unless facts to the contrary are officially recorded or otherwise brought to the attention of the administrator, e.g., a sign leased from a sign company.

P. “P” Definitions

1. “Parapet” means the extension of a false front or wall above a roofline.
2. “Party” means any individual, corporation, association, firm, partnership, or other legal entity.
3. “Permanent sign” means a sign that is made of durable materials such as metal, heavy plastic, concrete, or wood, or a sign painted on a structure, which is intended for long-term or indefinite use, including but not limited to monument, projecting, and wall signs.
4. “Point of purchase display” means advertising of a retail item, accompanying its display, e.g., an advertisement on a product dispenser.
5. “Pole sign” means a permanent sign mounted on a pole or pole-type structure.
6. “Projecting sign” means a sign, other than a wall sign, which is attached to and projects from a building wall or other structure not specifically designed to support the sign.

Q. “Q” Definitions

Reserved

R. “R” Definitions

1. “Readerboard” means a sign face, illuminated or nonilluminated, which is designed to hold readily changeable sign graphics allowing frequent changes of copy.
2. “Roof sign” means any sign erected over the roofline or on the roof of a building.
3. “Roofline” means the top edge of a roof or building parapet, whichever is higher, excluding any cupolas, pylons, chimneys, or minor projections.

S. “S” Definitions

1. “Sandwich board sign” means a temporary sign consisting of two sign faces hinged at the top and separated at the bottom to make it self-standing.
2. “Searchlight” means an apparatus containing a light and reflector on a swivel, for projecting a strong, far-reaching beam in any direction.
3. “Sign” means any medium, including structural and component parts, that is used or intended to be used to attract attention to the subject matter for advertising, identification, or informative purposes. The scope of the term “sign” does not depend on the content of the message or image conveyed.
4. “Sign, area of” means for:
 - a. Projecting and monument signs, the entire area of a sign, on which graphics, letters, figures, symbols, trademarks and/or written copy is to be placed, excluding sign structure, architectural embellishments, and framework. Sign area is calculated by measuring the perimeter enclosing the extreme limits of the module or sign face containing the graphics, letters, figures, symbols, trademarks, and/or written copy.
 - b. Wall, canopy, or awning signs, the area within a single, continuous perimeter composed of any straight line geometric figure which encloses the extreme limits of the advertising message; provided, however, that individual letters, numbers, or symbols using a wall, canopy, or awning as background have sign area calculated by measuring the perimeter enclosing each letter, number, or symbol.

T. “T” Definitions

1. “Temporary sign” means a sign designed for short-term uses that is moveable and not permanently affixed to the ground or to a structure or building.

U. “U” Definitions

1. “Under-canopy sign” means a sign suspended beneath a canopy, ceiling, roof, or marquee.

V. “V” Definitions

1. “Video” means a high-resolution, high-frames-per-second motion picture display.

W. “W” Definitions

1. “Wall sign” means a sign attached parallel to and extending not more than 12 inches

from the wall of a building. This definition includes painted, individual letter, and cabinet signs.

2. “Window sign” means a sign installed inside a window and intended to be viewed from the outside.

X. “X” Definitions

Reserved

Y. “Y” Definitions

1. “Yard sign” means a temporary sign made of plastic that is attached to the ground with wire or wooden stakes.

Z. “Z” Definitions

Reserved

Section 16. Section 15.28.060 of the Bonney Lake Municipal Code is hereby amended to read as follows:

15.28.060 Temporary signs.

Temporary signs shall comply with the following provisions:

- A. The maximum size of a temporary sign shall be 16 square feet.
- B. Temporary signs shall be made of weather-resistant materials and shall be firmly anchored to the ground or structure or able to stand freely without toppling or blowing over. Signs and parts of signs that are blown or carried away from their intended location may be collected and disposed of as litter.
- C. Temporary signs shall be maintained in good repair.
- D. Temporary signs associated with a temporary use permit or special event shall be removed within 48 hours of the conclusion of the event or use with which they are associated.
- E. Sandwich board signs shall be taken out of view during nonbusiness hours.
- F. Temporary signs shall not be used as the only sign advertising an on-premises commercial, office, or retail use for longer than 60 consecutive days. After that time, a permanent sign shall be required.
- G. Temporary signs placed alongside public rights-of-way must be set back as provided below:

1. A minimum of 10 feet from the paved edge of SR 410 and South Prairie Road for safety; provided, that the distance may be reduced to five feet if a vertical curb separates the frontage from the paved portion of the SR 410 and South Prairie Road.
 2. A minimum of five feet from the paved edge of all other streets.
- H. No more than four signs are allowed per parcel or parcel frontage.
- I. Temporary signs shall not be:
1. Placed in such a manner as to harm immature or newly planted landscaping; or
 2. Attached to any public owned improvements or infrastructure within the public right-of-way; or
 3. Placed within the flow line of a city drainage swale located with the public right-of-way.
- J. Temporary signs placed on public property or public right-of-way in violation of this chapter are subject to removal and disposed of by the city without notice. The City shall hold signs removed from public property or public right-of-way for a minimum of two (2) weeks before disposing of the sign.

Section 17. Section 16.02.110 of the Bonney Lake Municipal Code is hereby amended to read as follows:

16.02.110 Fees.

- A. **Threshold Determination.** For every environmental checklist the city will review when it is lead agency, the city shall collect a fee in accordance with Chapter 3.68 BLMC from the proponent of the proposal prior to undertaking the threshold determination. The time periods required for making a threshold determination shall not begin to run until payment of the fee.
- B. **Environmental Impact Statement.**
1. When the city is the lead agency for a proposal requiring an EIS and the SEPA official determines that the EIS shall be prepared by employees of the city, the city may charge and collect a reasonable fee from any applicant to cover costs incurred by the city in preparing the EIS. The SEPA official shall advise the applicant(s) of the projected costs for the EIS prior to actual preparation; the applicant shall post bond or otherwise ensure payment of such costs.
 2. The SEPA official may determine that the city will contract directly with a consultant for preparation of an EIS, or a portion of the EIS, for activities initiated by some

persons or entity other than the city and may bill such costs and expenses directly to the applicant. The city may require the applicant to post bond or otherwise ensure payment of such costs. Such consultants shall be selected by mutual agreement of the city and applicant after a call for proposals.

3. If a proposal is modified so that an EIS is no longer required, the SEPA official shall refund any fees collected under this section which remain after incurred costs are paid.
- E. The city shall collect the fee as established in ~~BLMC 3.68.050~~ Chapter 3.68 BLMC from the applicant to cover the cost of complying with the public notice requirements of the SEPA code.
- F. Unless the project is a cross-jurisdictional project with applications for development in Bonney Lake, the city shall not collect a fee for performing its duties as a consulting agency.
- G. The city shall collect fees, as established in Chapter ~~3.90~~ 3.44 BLMC, from any person for copies of any document prepared under this chapter, and for mailing the document, in a manner provided by Chapter 42.56 RCW.

Section 18. Section 16.06.020 of the Bonney Lake Municipal Code is hereby amended to read as follows:

16.06.020 Environmental document availability and cost.

- A. The city shall retain all documents required by Chapter 197-11 WAC and make them available in accordance with Chapters 42.17 and 42.56 RCW.
- B. The city shall make copies of any environmental document available in accordance with Chapters 42.17A and 42.56 RCW upon payment of the fees required pursuant to Chapter ~~3.90~~ 3.44 BLMC; provided, that no charge shall be levied for circulation of documents to other agencies as required by the SEPA code and/or Chapter 197-11 WAC.

Section 19. Section 16.60.030 of the Bonney Lake Municipal Code is hereby amended to read as follows:

16.60.030 Definitions.

For the purposes of the urban forestry code the following terms shall have the meaning as provided below:

1. “Arborist” means a professional with academic and field expertise in urban forestry. This may include arborists certified by the International Society of Arboriculture or members of the Society of American Foresters, American Society of Consulting Foresters or American

Society of Consulting Arborists.

2. “Caliper” means trunk diameter measured six inches above the root ball.
3. “Critical root zone (CRZ)” means either the drip line or an area extending one foot beyond the trunk for each inch of DBH, whichever is greater.
4. “Clearing” means the destruction or removal of vegetation from a site by physical, mechanical, chemical or other means.
5. “Development” means the construction of detached house or accessory dwelling unit, project which requires design review or site plan approval, or divisions of land.
6. “Grading” means any excavation, filling or combination thereof.
7. “Groundcover” means low growing, spreading plants whose primary function is covering the soil. Groundcovers may include herbaceous or woody plants and ornamental grasses.
8. “Diameter breast height (DBH)” means trunk diameter measured 54 inches above the ground adjacent to the tree.
9. “Drip line” means the circle that can be drawn on the ground below a tree, directly under its outermost branch tips.
10. “Exceptional tree” means a tree 30 inches or greater at DBH, excluding cottonwood trees (*Populus trichocarpa*), white alder (*Alnus rhombifolia*), ~~and~~ red alder (*Alnus rubra*), and arborvitae (*Thuja*) genus located outside of undevelopable critical areas and Class 2 landslide hazardous areas.
11. “Heritage tree” means any tree designated by the city council under Chapter 16.66 BLMC.
12. “Landscaping” means trees, shrubs, and groundcover installed or retained to satisfy the requirements of Chapter 16.68 BLMC.
13. “Land disturbing activity” means any activity that results in a change in the existing soil cover (both vegetative and nonvegetative) and/or the existing soil topography. Land disturbing activities include, but are not limited to, clearing, grading, filling, excavation, and mining. Compaction that is associated with stabilization of structures and road construction shall also be considered a land disturbing activity. Vegetation maintenance practices are not considered land disturbing activity. Stormwater facility maintenance is not considered “land disturbing activity” if conducted according to established standards and procedures.
14. “Low impact development (LID)” means a stormwater and land use management strategy that strives to mimic predisturbance hydrologic processes of infiltration, filtration, storage,

evaporation and transpiration by emphasizing conservation, use of on-site natural features, site planning, and distributed stormwater management practices that are integrated into a project design.

15. “Nonsignificant tree” means a tree not classified as an exceptional, significant, or heritage tree.
16. “Noxious plant” means all plant species listed by the Pierce County noxious weed control board as noxious, invasive, or of concern.
17. “Open space tract” means a lot that has been preserved as open space and/or park tract as part of a division of land and does not contain any undevelopable critical areas.
18. “Removal” means causing a tree to die by cutting down, digging up, topping, girdling, excessive pruning, root destruction, denial of water, poisoning, or other means.
19. “Root ball” means the main mass of roots at the base of the trunk of a tree.
20. “Shrub” means a plant listed as a shrub in the American Standard for Nursery Stock, Sunset Western Garden Book, or similar authority.
21. “Significant tree” means a tree at least six inches but less than 30 inches at DBH, excluding cottonwood trees (*Populus trichocarpa*), white alder (*Alnus rhombifolia*), ~~and~~ red alder (*Alnus rubra*), and arborvitae (*Thuja*) genus located outside of undevelopable critical areas and Class 2 landslide hazardous areas.
22. “Street tree” means a tree located within the right-of-way of a public or private street.
23. “Suitable planting soil” shall be soil that consists of either:
 - a. Imported planting media, such as two-way topsoil; or
 - b. Existing on-site soils, if determined to be acceptable by a licensed landscaping architect consistent with the following requirements:
 - i. Prior to reusing existing soils, a soil test shall be conducted, and amendments shall be administered consistent with soil test results and recommendations.
 - ii. Soil samples should be taken from each major planting area, or as approved by the director.
 - iii. Tests shall be performed by an approved laboratory.
 - iv. Tests performed shall include, but are not limited to, macronutrient levels (K, P, Ca, and Mg), pH, lime requirements, organic matter content, and soil texture

(percent silt, sand, and clay).

24. “Tree” means a large, woody plant having one or several self-supporting stems or trunks and numerous branches and a potential minimum height of 15 feet.
25. “Tree board” means the Bonney Lake planning commission.
26. “Tree grove” means a group of eight or more trees regardless of DBH that form a continuous canopy.
27. “Tree plan” means the city of Bonney Lake street tree master plan.
28. “Tree, Small Species” means a tree with a mature height of thirty feet (30') or less.
29. “Tree, Medium Species” means a tree with a mature height between thirty feet (30') and fifty feet (50').
30. “Tree, Large Species” means a tree with a mature height of fifty feet (50') or more.
- ~~28~~31. “Vegetation” means living plant material including shrubs, groundcover, and nonsignificant trees, but excluding significant and exceptional trees.
- ~~29~~32. “Vehicle overhang” means the length of a vehicle which extends two feet beyond the center front axle of the vehicle signified as distance “A” as illustrated in the figure below:
- ~~30~~33. “Vehicular use area” means all areas used for parking spaces, driveways, interior roadways and travel lanes, loading areas, fleet vehicle storage areas, and all other areas used and/or accessible for vehicular circulation to include areas blocked by removal bollards or similar device.
- ~~31~~34. “Windfirm” means trees able to withstand strong winds; to resist windthrow, windrocking and major breakage due to wind.
- ~~32~~35. “Working day” means all calendar days except for Saturdays, Sundays, holidays established by BLMC 2.32.010(A) through (C), and the days between December 25th and January 1st.
- ~~33~~34. “Xeriscaping” means a process of landscaping that reduces or eliminates the need for supplemental water from irrigation by selecting plants whose natural requirements are appropriate to the local climate are emphasized and care is taken to avoid losing water to evaporation and runoff.

Section 20. Section 18.54.050 of the Bonney Lake Municipal Code is hereby amended to read as follows:

18.54.050 Discontinuance if not occupied for one year.

If, for a continuous period of one year, the nonconforming use of land is discontinued, vacated, not occupied, or abandoned, such land or building or other structure shall thereafter be used only for a conforming use.

Section 21. Repealer. The previously codified provisions of Chapter 9.14 of the Bonney Lake Municipal Code entitled “Development Code” and the corresponding portion of Ordinance 1444 § 1 are each hereby repealed.

Section 22. Repealer. The previously codified provisions of Section 13.04.040 of the Bonney Lake Municipal Code entitled “Sewer connections and exemptions” and the corresponding portion of Ordinance 588 § 15 and Ordinance 1702 § 1 are each hereby repealed.

Section 23. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

Section 24. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 25. Corrections. Upon the approval of the city attorney, the city clerk, and/or the code publisher is authorized to make any necessary technical corrections to this ordinance, including but not limited to the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

Section 26. Effective Date. This Ordinance shall be effective five days after publication as provided by law.

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

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

Michael McCullough, Mayor

AUTHENTICATED:

Sadie A. Schaneman, CMC, City Clerk

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

ATTACHMENT A

FINDINGS OF FACT AND CONCLUSIONS

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

FINDINGS OF FACT

Public Participation

- 1) The Bonney Lake Planning Commission held a public meeting to discuss the amendments on November 15, 2023.
- 2) The Bonney Lake Planning Commission held a public hearing December 6, 2023 and recommended that the City Council adopted the proposed amendments.
- 3) The City issued an official notice of the public hearing on November 15, 2023, which is twenty (21) days prior to the hearing.
- 4) The notice of public hearing provided a comment period, which concluded on December 6, 2023.
- 5) Notice of the hearing was also published in the newspaper on November 15, 2023 as required by BLMC 14.140.040(D).

State Environmental Policy Act

- 6) The amendments to the City's Development Code update ordinance are considered a non-project action as defined in WAC 197-11-704(2)(b) under the State Environmental Policy Act (SEPA).
- 7) Pursuant to WAC 197-11-926, the City of Bonney Lake was designated as the lead agency for the SEPA review of the proposed amendments contained in this ordinance.
- 8) The Public Services Director acting as the SEPA Responsible Official determined that the proposed amendment is categorically exempt from threshold determination pursuant to WAC 197-11-800(19)(b).

State Agency Review

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

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

- 10) The City submitted the required notice of intent to adopt the proposed ordinance to the Department of Commerce as required by RCW 36.70A.106 on November 28, 2023.
- 11) The City has requested expedited review as authorized by RCW 36.70A.106(3)(b), which was approved by the Department of Commerce on December 29, 2023.
- 12) The Department of Commerce's review period concluded on December 29, 2023.

CONCLUSIONS

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

- 1) Notice of the public hearings for this matter has been conducted in accordance with City of Bonney Lake rules and regulations governing such matters for both the Planning Commission and the City Council. (FINDINGS 1 – 5)
- 2) The City complied with the requirements to the State Environment Policy Act (Chapter 43.21C) and the implementing regulations found in Chapter 197-11 WAC. (FINDINGS 6 – 8).
- 3) The City complied with the requirements of RCW 36.170.106 to notify the Department of Commerce of the City's intent to adopt an amendment to the City's development regulations (FINDINGS 9 – 12).



ATTACHMENT B
Staff Report
PLANNING AND BUILDING DIVISION
PUBLIC SERVICES DEPARTMENT

DATE: November 28, 2023 – REVISED January 10, 2024
TO: City Council
FROM: Jason Sullivan – ~~Planning & Building Supervisor~~ Development Services Manager
SUBJECT: 2023 Annual Code Maintenance Package

PROJECT OVERVIEW:

The “2023 Annual Code Maintenance Amendments” is the continuation of an annual process that will be used by staff to improve the clarity and effectiveness of the Bonney Lake Municipal Code.

The goal of this process is to keep information current, incorporate legislative revisions, address inconsistencies, correct minor errors, and improve confusing or ineffective provisions or standards. Proposed amendments included in the ordinance address issues that have been the subject of a code interpretation issued by the Director or those identified by staff, customers of the Public Services Department, the Planning Commission, the City Council, and/or the public. A list of the specific amendments and the reason for each of the amendments is further discussed in Attachment B-1.

BACKGROUND

A. Site Characteristics:

This is not a site-specific proposal and would apply to all properties within the City of Bonney Lake when applicable.

B. Surrounding Properties

The proposed amendments are amending the City’s Municipal Code and are not a site-specific proposal. Therefore, there are no surrounding properties.

C. Environmental Review:

SEPA

The Public Services Director acting as the SEPA Responsible Official determined that the proposed



Staff Report

PLANNING AND BUILDING DIVISION
PUBLIC SERVICES DEPARTMENT

amendment is categorically exempt from threshold determination pursuant to WAC 197-11-800(19)(b).

Shoreline

The proposed amendments would apply with all areas regulated by the Shoreline Code (Title 16 – Article III BLMC). The amendments would not supersede the requirements of the Shoreline Code, which establishes specific requirements for properties within the shoreline jurisdiction.¹

Critical Areas

The proposed amendments would apply with all areas regulated by the Critical Areas Code (Title 16 – Article II BLMC). The amendments would not supersede the requirements of the Critical Areas Code, which establishes specific requirements for properties within the shoreline jurisdiction.

D. Processing Background:

The City held an open public meeting to discuss the proposed amendments with the Planning Commission on November 15, 2023. The City issued an official notice of the public hearing on November 15, 2023, at the required posting locations and in the local newspaper² a minimum of fifteen (15) days prior to the hearing along with the required public comment period. A public hearing is scheduled to be held on December 6, 2023. Following the public hearing, the Planning Commission recommend that the City Council adopted the proposed amendments contained in the 2023 Code Maintenance Package.³

The City submitted the required notice of intent for an expedited review to adopt the proposed ordinance to the Department of Commerce as required by RCW 36.70A.106 on November 28, 2023. The requested for expedited review was granted on December 29, 2023 and the Department of Commerce review period closed the same day.⁴

¹ Areas subject to the Shoreline Code are all properties within 200 feet of Lake Tapps and the portion of Fennel Creek below Victor Falls.

² See Attachment B-2

³ See Attachment B-3

⁴ See Attachment B-24



ANALYSIS

A. Development Regulations Amendment (BLMC 14.140.090.B)

The approval criterion for amendments to a development regulation is consistency with the comprehensive plan and the laws of the State of Washington.

1. Comprehensive Plan (Bonney Lake 2035)

As the proposed amendments are meant to address inconsistencies or errors in the existing development regulations there is not a comprehensive plan policy specifically related to these amendments. As the amendments are minor in nature, the changes would not be contrary to any of the comprehensive plan policies.

2. State Law

The City's authority to adopt proposed amendments is provided for in RCW 35A.63.100, which provides that the legislative body may adopt regulations that it deems necessary to effectuate the goals and objectives of the comprehensive plan. As discussed above, the proposed amendments are minor and not contrary to the City's comprehensive plan.

The proposed amendment BLMC 10.36.060 to require the parking enforcement officer to be employed by the Police Department is required to comply with a change in State Law in 2021. This change required that a person with a limited commission receive the same training as a police officer and be employed by the Police Department.

The proposed amendment to BLMC 14.140.040 is to update the code to ensure compliance with RCW 35A.63.070, which establishes that the notice must be provide a minimum of 10 days prior to the Planning Commission Hearing

CONCLUSION

The proposed amendments are consistent with the criteria to amend the development regulations established in BLMC 14.140.090.B.

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ATTACHMENT B-1
2023 Development Code Maintenance Amendments
Description and Justification

November 8, 2023

Number	Subject	BLMC Code Section	Proposed By	Description of Amendment	Staff Comment
1	Prohibited Parking Zones	10.36.015	Staff	The amendment would modify the current prohibited parking zone, by reducing the prohibited parking zone on 76 th St. Ct. E. to the area between West Tapps Highway and 202 nd Ave. E.	In conversation with the neighbor, the citizens requested that the no parking zone be reduced to the area between 76 th St. Ct. E and 202 nd Ave. E. The area between 202 nd Ave. E. and the terminus of 76 th St. Ct. E would be change to a restricted parking zone allowing parking by permit, which is captured in amendment number 2.
2	Restricted Parking Zones	10.36.020	Staff	The amendment would at the portion of 76 th St. Ct. E. between 202 nd Ave. E. and the terminus of the roadway to the restricted parking zone for Zone B (i.e Allan Yorke Park).	The is the second part of the request as discussed above. Parking along this portion of 76 th St. Ct. E. would be allowed by permit only.
3	Parking Enforcement Officer	10.36.060	Staff	The amendment will clarify that the parking enforcement officer is required to be an employee within the Police Department.	The change is required to comply with Engrossed Second Substitute Senate Bill 5051 enacted by the State Legislature in 2021. This change required that a person with a limited commission receive the same training as a police officer and be employed by the Polie Department.

Number	Subject	BLMC Code Section	Proposed By	Description of Amendment	Staff Comment
4	Right-of-way Permits	12.08.010	Staff	Clarifying that a right-of-way permit is required when a private party does work within the public right-of-way or impedes the follow of traffic, pedestrians, or bicyclist. The amendment also adds a definition of work.	When private parties do work or impedes the follow of traffic, pedestrians, or bicyclist within the right-of-way the City needs to ensure that appropriate traffic controls plans have been approved and implement. This is also needed to ensure that the party performing the work has insurance coverage to protect the City from damage to the City's improvements or in case of injury to motorist, pedestrians, and bicyclist.
5	Right-of-permit Enforcement	12.08.110	Staff	Clarifies that violations of the City's right-of-way are enforced through the City's Code Enforcement provisions.	Currently the only enforcement is to charge someone if there is violation the code with a misdemeanor. This amendment would provide for other enforcement mechanism that are not criminal to ensure compliance.
6	Allan Yorke Park Boat Launch and Parking Fees	12.12.051	Staff	Would update the fees for both parking and use of the boat launch facility at Allan Yorke Park. The amendment also updates the violation section to be consistent with state law.	The amendment is necessary to implement the Allan Yorke Parking fee approved by the City Council on November 28, 2023. This change is also necessary to reflect that fees are set by City Council resolution.

Number	Subject	BLMC Code Section	Proposed By	Description of Amendment	Staff Comment
7	Disposition of AYP Parking Fees	12.12.053	Staff	The amendment would direct parking fees collected at AYP to the park capital improvement fund.	The amendment would direct the newly established parking fee for AYP to be directed to fund capital improvements in the City's parks. Any citation written for non-payment of the parking fee by the Police Department would still be deposited in the general fund. The amendment would not change how boat launch fees are currently dispersed.
8	Sewer Connections	13.12.130	Staff Recommended	Updates the exemptions to the City's general requirement that properties connect to sewer exemption within the Sewer Code.	<p>In June of 2023, the City Council approved an expanded list of exemptions. These amendments were made to Section 13.04.040 in the City's Water Code. This section in the Water Code was a carbon code to Section 13.12.130 in the Sewer Code. However, the amendments were not made to Section 13.12.130 creating an inconsistency in the code. Staff is not sure way regulations related to the sewer copied in the Water Code. There is no change to the regulations previously approved by the City Council. The amendment simply updates the Sewer Code with the previously approved exemptions and repeals the sewer related requirements from the Water Code.</p> <p>The amendment also moves the financial hardship section into a new section in order to improve readability.</p>

Number	Subject	BLMC Code Section	Proposed By	Description of Amendment	Staff Comment
9	Code Enforcement Appeals	14.130.120	City Attorney	Clarifies the requirements to file an appeal of a notice of violation or a notice of civil penalty and allows for the administrative dismissal of appeals that do not comply with the filing requirements.	The amendment will clarify that an appeal must include the grounds of the appeal including any alleged error of fact or law. The amendment allows the City to administratively dismiss appeals that don't include grounds of the appeal. The City is current expending significant amount of time and general fund dollars to file motions to dismiss with the Hearing Examiner for appeals that do not include the grounds for which the appeal is filed. The provision would allow someone to appeal the administrative dismissal to the Hearing Examiner.
10	Collection of Civil Penalties	14.130.140	City Attorney	Adds a provision to allow the City Attorney to prepare a settlement agreement that alters the amount of a civil penalty.	As the goal of code enforcement is to obtain compliance and not to collect monetary fees, there are times when it would be in the best interest of the City and the property owner to reduce or waive the civil penalty. Currently, the only way to modify a civil penalty is to appeal the civil penalty to the Hearing Examiner, which can be time consuming and costly. This provision would allow for an administrative adjustment to the civil penalty during the course of working collaboratively to resolve a code enforcement issue. The ability to appeal to the Hearing Examiner would remain in place.

Number	Subject	BLMC Code Section	Proposed By	Description of Amendment	Staff Comment
11	Unfit Buildings	14.130.160	Staff Recommended	Identifies the Appellant Hearing Examiner instead of the City Council as the appeals body to hear appeals of the Hearing Examiner declaring a structure unfit for human habitation.	In June of 2023, the City Council amended Chapter 2.18 BLMC creating the office of the Appellant Hearing Examiner and specifically identifying the Appellant Hearing Examiner as the party to hear appeals related to unfit dwelling units. The amendment corrects this inconsistency in the code.
12	Comprehensive Plan Amendments and Development Regulations SEPA and Notice Requirements.	14.140.040	Staff Recommended	Clarifies the City will comply with the newly adopted SEPA Code and that public hearing notices must be published in the newspaper a minimum of 10 days prior to the hearing.	The amendment is to update the code to ensure compliance with RCW 35A.63.070, which establishes that the notice must be provide a minimum of 10 days prior to the Planning Commission Hearing.
13	Governmental Signs	15.28.020	Staff Recommended	Expands the definition of governmental sign to include temporary signs posted by the City at City posting locations.	The amendment is intended to clarify that temporary signs installed by the City for City sponsored events at the banner posting locations along SR-410 are considered governmental signs.

Number	Subject	BLMC Code Section	Proposed By	Description of Amendment	Staff Comment
14	Temporary Signs	15.28.060	Council Initiated	<p>Staff received request from the Deputy Mayor to amend the temporary sign code to prohibit temporary signs within the SR-410 right-of-way between Veterans Memorial Drive and the City Limits. The Planning Commission support this amendment; however, the amendment was removed by the Community Development Committee.</p> <p>The City staff add the following additional temporary sign regulations prohibiting temporary signs within the flow line of a stormwater ditch, and attachment of temporary signs to the publicly owned improvements within the right-of-way. Clarifies that temporary signs will be held for two weeks by the City and then are subject to disposal without notice.</p>	The amendment establishes additional time, place, and manner restrictions on temporary signs by excluding certain areas due to safety concerns related to the lack of sidewalks, no parking, and high vehicle speeds. Additionally, the amendment is prohibiting signs that could damage city infrastructure, cause street flooding, and/or giving the appearance that the sign was installed by or on behalf of the City.
15	SEPA Fees	16.02.110	Staff Recommended	The reference was changed to Chapter 3.68 BLMC instead of BLMC 3.68.050.	Updates to the code to reflect that fees are set by resolution instead of in the BLMC. The current version of BLMC 3.68.030 states that fees are established by resolution of the City Council.

Number	Subject	BLMC Code Section	Proposed By	Description of Amendment	Staff Comment
16	Environmental document availability and cost	16.06.020	Staff Recommended	The reference was changed to Chapter 3.44 BLMC instead of Chapter 3.90.	BLMC 3.44.010 establishes how fees are calculated for the publication of public records. These specific fees are also shown on the Master Fee Resolution adopted by the City Council. Chapter 3.90 BLMC was repealed when the City Council adopted the Master Fee Resolution.
17	Urban Forestry Definitions	16.64.050	Staff Recommended	Updates the definition of tree to excluded arborvitae. The amendment also clarifies that the exceptions the definition trees do not apply in critical areas. Finally the amendment would establish a definition of small, medium and large species trees.	As arborvitae are technically trees, they would fall under the regulations of the urban forestry code. However, the intent of the code was never to regulate arborvitae, the amendment simply clarifies that for regulatory purposes arborvitae are not trees. The other amendments do not change or alter the City's tree regulations. BLMC 16.60.040.C already provides the exemption for specific trees in the urban forestry do not apply in critical areas as vegetation (e.g. trees) removal in critical areas is governed by the Critical Areas Code. The intent of the amendment is to provide clarity in the definition section related to this existing standard. The other proposed definitions are simply meant to add clarity.
18	Non-conforming Uses	18.54.050	Staff	Adds language to clarify when a nonconforming use has been discontinued.	The amendment will add clarifying language to address issues raised in recent court decision: <i>Choi v. City of Fife</i> and <i>Brown v. Mason County</i> .

Number	Subject	BLMC Code Section	Proposed By	Description of Amendment	Staff Comment
19	Police Enforcement of Development Code	9.14.010	Staff Recommended	Repeals the provision of the code that identifies the Police Department as the enforcement agency to the Development Code.	Clarifies that the Police Department does not performing the City's code enforcement function.
20	Sewer connections and exemptions	13.04.040		Repeals the sewer exemptions provisions from the Water Code.	Currently, the exemptions to the mandatory requirement to connect to the City's sewer system exist in both the Water Code and Sewer Code. The amendment removes the exemption language from the Water Code so that sewer regulations are only contained within the sewer code.



NOTICE OF PUBLIC HEARING

The public has the right to review the contents of the official file for the proposal, provide written comments, participate in the public hearings/meetings, and request a copy of the final decision. The most current application materials are available for public review by clicking on the ordinance number (in bold) provided in this notice, or by requesting a link from the staff contact listed in this notice. Comments may be emailed to the staff contact identified in the notice, mailed to the attention of the staff contact to P.O. Box 7380, Bonney Lake, WA 98391, or delivered to the Public Services Department located at 9002 Main Street East, Suite 300, Bonney Lake, WA 98391. Comments will be accepted if filed with the Public Services Department on or before 5PM on 12/6/2023.

Application Submittal:	N/A	Application Complete:	N/A
Notice Date:	11/15/2023	Comment Due Date:	12/6/2023
Project:	<p>Ord. D23-141 will update the City of Bonney Lake Municipal Code to keep information current, incorporate legislative revisions, address inconsistencies, correct minor errors, and improve confusing or ineffective provisions or standards. A complete list of amendments is available on the 2023 Proposed Amendment Matrix.</p>		
Project Name:	2023 Annual Code Maintenance Package		
Environmental Review:	Under the State Environmental Policy Act (SEPA) the adoption of this Ordinance is a non-project action as defined by WAC 197-11-704(2)(b) and the SEPA Responsible Official has determined that the proposed amendment is categorically exempt from review under SEPA pursuant to WAC 197-11-800(6)(c).		
Public Hearing:	<p>NOTICE IS HEREBY GIVEN that the City of Bonney Lake Planning Commission will convene a Public Hearing at 6:00 on 12/6/2023 or soon thereafter, in the City Council Chambers at the Bonney Lake Justice and Municipal Building, 9002 Main Street E., Bonney Lake, Washington to receive public testimony on the proposed amendment.</p> <p>The public can also call in to the Planning Commission Meeting at 408-740-7256 (Meeting ID: 215 767 540#).</p>		
Other Applications:	Not applicable.		
Staff Contact:	Jason Sullivan, Planning and Building Supervisor, Email: sullivanj@cobl.us Phone: (253) 447-4355		
Documentation Available:	Draft Ordinance D23-141 – 2023 Annual Code Maintenance Package and Proposed Amendment Matrix.		

Classified Proof

Client Information					
Client	3100013000 - City of Bonney Lake- LEGAL ADS	Phone	(253) 862-8602		
Address	9002 Main St E, Suite 300	E-Mail	besawk@ci.bonney-lake.wa.us		
	Bonney Lake, WA, 98391	Fax			
Order Details					
Order#	987376	Requested By	KANDICE BESAW	Order Price	\$177.30
Classification	3030 - Legal Notices	PO #	NOPH	Tax 1	\$0.00
Start Date	11/15/2023	Created By	8280	Tax 2	\$0.00
End Date	11/22/2023	Creation Date	11/10/2023, 03:25:52 pm	Total Net	\$177.30
Run Dates	2			Payment	\$0.00
Publication(s)	Enumclaw Courier Herald				
Sales Representative Information					
Sales Rep	9470 - Jennifer Tribbett	Phone	(360) 802-8212		
		E-Mail	jtribbett@courierherald.com		
		Fax			

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

NOTICE IS HEREBY GIVEN that, the City of Bonney Lake Planning Commission will convene a Public Hearing at 6:00pm on Wednesday, December 6, 2023 or soon thereafter, in the City Council Chambers at the Bonney Lake Justice and Municipal Building, 9002 Main Street E., Bonney Lake, Washington to consider Ordinance D23-141 related to the ordinance for the annual code maintenance package.

The public can also call in to the Planning Commission Meeting at 408-740-7256 (Meeting ID: 215 767 540#).

Project Name: 2023 Annual Code Maintenance Package

Applicant: City of Bonney Lake

Project Description: Ordinance D23-141 will update the development code to keep information current, incorporate legislative revisions, address inconsistencies, correct minor errors, and improve confusing or ineffective provisions or standards. A complete list of amendments is available on the 2023 Proposed Amendment Matrix.

Lead Agency: City of Bonney Lake

Environmental Determination: Under the State Environmental Policy Act (SEPA) the adoption of this Ordinance is a non-project action as defined by WAC 197-11-704(2)(b) and Public Service Di-

rector acting as the SEPA Responsible Official determined that the proposed amendment is categorically exempt from review under SEPA pursuant to WAC 197-11-800(19)(b).

Public Comment: The public has the right to review the draft ordinance, provide written comments, participate in the public hearings/meetings, and request a copy of the final decision. Written comments will be accepted if filed with the Public Services Department at 21719 96th Street E., Buckley, WA 98321, if filed on or before 5:00 p.m. on December 6, 2023.

Staff Contact: Jason Sullivan

Phone: (253) 447-4355

Email Address:

sullivanj@cobl.us

#987376

11/15/23, 11/22/23



Memo

Date : December 6, 2023
To : Mayor and City Council
From : Grant Sulham, Planning Commission Chair
Re : **Ordinance ~~D23-141~~ D24-02**

On December 6, 2023, the Planning Commission conducted a Public Hearing on Ordinance D23-141 related to the 2023 Annual Code Maintenance Amendments. A list of the amendments and reason for the amendments are contained in the table attached to this memo. The Planning Commission voted 7-0-0 to recommend that the City Council approve Ordinance ~~D23-141~~ D24-02.

As required by BLMC 14.40.100, the Planning Commission has reviewed and adopts the findings of facts and conclusions included as Attachment A to Ordinance ~~D23-141~~ D24-02.

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From: COM GMU Review Team <reviewteam@commerce.wa.gov>
Sent: Friday, December 29, 2023 2:36 PM
To: Jason Sullivan
Subject: City of Bonney Lake - Expedited Review Request Granted for Submittal ID: 2023-S-6651

Dear Mr. Sullivan,

Your request for an Expedited Review has been granted for: Ord. D23-141 will update the City of Bonney Lake Municipal Code to keep information current, incorporate legislative revisions, address inconsistencies, correct minor errors, and improve confusing or ineffective provisions or standards. A complete list of amendments is available on the 2023 Proposed Amendment Matrix.

As of receipt of this email, you have met the Growth Management notice to state agency requirements in RCW 36.70A.106 for this submittal. Please keep this email as confirmation.

If you have any questions, please contact Keri Sallee at (360) 725-3064 or by email at keri.sallee@commerce.wa.gov.

~~~ ONLINE TRACKING SYSTEM AVAILABLE ~~~~

Log into our new PlanView system at <https://secureaccess.wa.gov/com/planview> where you can keep up with this submittal status, reprint communications and update your contact information.

Don't have a user account? Reply to this email to request one and attach a completed PlanView User Request Form.

Have questions about using PlanView? Use the PlanView User Manual for assistance at <https://www.commerce.wa.gov/serving-communities/growth-management/washington-department-of-commerce-growth-management-submitting-materials/>.

Sincerely,

Review Team  
Growth Management Services

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## Public Services Department Briefing Memorandum

**Meeting Date:** February 6, 2024  
**Memo Date:** January 28, 2024  
**Staff Contact:** Jason Sullivan – Interim Public Service Director  
**Action Type:** Discussion  
**Agenda Title:** Ord. D24-02 2023 Code Maintenance Package

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### **PURPOSE:**

The purpose of this memo is to support the Community Development Committee’s continued discussion of Ordinance D24-02 related to the 2023 Code Maintenance Package.

### **ATTACHMENTS:**

Not applicable

### **DISCUSSION:**

Staff initially presented the 2023 Code Maintenance Package to the Community Development Committee on December 5, 2023. The item was then continued to January 16, 2024 to provide additional time to discuss the proposed amendments. At the January 16<sup>th</sup> CDC Meeting, staff was directed to make the following changes:

- **BLMC 13.12.130 – Sewer Connections Mandatory**

While the CDC members questioned the amendments there was agreement to allow the amendments to go forward as the proposed amendments are the same amendments that were previously made to BLMC 13.04.040 under Ordinance 1702 on May 23, 2023. It was discovered that the exemption to the mandatory sewer connection requirement was included in both BLMC 13.12.130 and 13.04.040; however, Ordinance 1702 only amended BLMC 13.04.040. This ordinance will adopt the same provisions currently codified in BLMC 13.04.040 within the sewer code itself.

However, during the conversation, the CDC members raised concerns that it was unclear when the sewer exemption provisions applied to new development.<sup>1</sup> Staff updated the ordinance to improve the clarity of this section by restructuring the section. As part of this restructuring, the “Financial Hardship” that allowed payment plans of SDC and the Easttown ULA was moved to a new section. The reason for the change was the financial hardship section was not an exemption to the mandatory sewer connection p

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<sup>1</sup> BLMC 13.12.010 defines new development as “... the construction of a nonresidential project which requires permits from the city, duplex, multifamily building, single-family residence, short subdivision, or subdivision.”

revision and should not be included in the section that establishes the exemption to the general requirement that sewer connections are mandatory for new development.

There was also concern that the code did not allow an exemption if connection to the sewer was infeasible. Therefore, a provision was added to provide that a sewer connection is not mandatory when the City Engineer determines that the connection is impractical due to construction infeasibility based on engineering best practices.

- **BLMC 15.28.060 – Temporary Signs**

The CDC members requested that the word “destroyed” be changed to “disposed.” The CDC members also requested that the temporary signs be held by the City for two weeks before the City disposes of the signs. City staff have made the requested changes to the draft ordinance.

There was also significant discussion related to an amendment initiated by Deputy Mayor Carter related to the placement of temporary signs in the SR-410 right-of-way between Veterans Memorial Drive and the eastern City limits. In order to implement this requested amendment, the following language was proposed by City staff:

*Placed within the SR 410 right-of-way between the western edge of Veteran’s Memorial Boulevard/181st Avenue East and the western city limits; or*

At the January 16<sup>th</sup> CDC meeting, the CDC members directed City staff to remove this proposed amendment to the temporary sign code. The proposed amendment has been removed from the version of Ordinance D24-02 included in the February 6<sup>th</sup> CDC packet.

After the January 16<sup>th</sup> CDC meeting one additional amendment was added to Ordinance D24-02 related to non-conforming uses. Based on recent court decisions related to non-conforming uses, additional language was added to clarify when a non-conforming use is considered abandoned by the property owner. Clarification of when a non-conforming use is abandoned is important to both property owners and the City so that there is transparency as to when nonconforming uses are abandoned. The changes clarify that it is considered a nonconforming use until the property owner decides to abandon or discontinue the use not based on action by the City.